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, June 12, 2018
6:30 P.M.
City Council Chambers
(corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

ROLL CALL:
Rabb, Rogers, Burke, Corona, Vargas

CLOSED SESSION: 6:00 P.M.
A. Conference with Labor Negotiators - Government Code Section 54957.6
   City Negotiator: Richard Belmudez, City Manager
   Employee Organization: Teamsters Local 911

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

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

3. INVOCATION:
   Reverend Terry L. Wells
   First Baptist Church of Perris
   311 E. 5th St.
   Perris, CA 92571
4. **PLEDGE OF ALLEGIANCE:**

Councilman Rabb will lead the Pledge of Allegiance.

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

6. **PRESENTATIONS/ANNOUNCEMENTS:**

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

   A. Presentation of Certificates to the Val Verde High School recipients of the 2018 Tri-Lake Consultants Science and Engineering Scholarship Award.

   B. In-N-Out Social Media winner of the top picture and video.

   C. Proclamation presented to Pedro Magana, AYSO 544.

   D. Certificate of Recognition presented to Dr. Shirley Johnson, Perris High School Counselor

7. **APPROVAL OF MINUTES:**

   A. Approve the Minutes of the Regular Joint Meeting held on May 29, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

8. **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. Adopt the Second Reading of Ordinance Numbers (next in order) Amending and Adoption/Update of Drainage Fees - Ordinance Amendments to Chapter 18.32 of the Municipal Code adding sections 18.32.21, "Drainage Fees - Homeland/Romoland Area Drainage Plan," and 18.32.22, "Drainage Fees - San Jacinto Area Drainage Plan," for collection of drainage fees for projects within the San Jacinto River Area Drainage Plan and Homeland/Romoland Area Drainage Plan, for the purpose of construction master drainage improvements to alleviate flooding issues in the respective areas and the adopting the above-mentioned area drainage plans; Adoption/Update Resolutions (next in order) updating/adopting of the drainage fees for the above-mentioned area drainage plans;
adoption/update, by resolutions, of the drainage fees for the abovemen- 
tioned area drainage plans.

The Second Reading of Proposed Ordinance Numbers (next in order) 
are entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 
PERRIS, CALIFORNIA, ADDING SECTION 18.32.021 TO 
CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED 
TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES AS 
A CONDITION TO THE DIVISION AND DEVELOPMENT OF 
LAND WITHIN THE HOMELAND/ROMOLAND DRAINAGE 
PLAN AREA

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 
PERRIS, CALIFORNIA, ADDING SECTIONS 18.32.022 TO 
CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED 
TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES 
AS A CONDITION TO THE DIVISION AND DEVELOPMENT OF 
LAND WITHIN THE SAN JACINTO RIVER AREA DRAINAGE 
PLAN

B. Adopt Resolution Number (next in order) amending the Rubbish 
Collection Charges pursuant to Agreement with CR&R.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF 
PERRIS AMENDING RUBBISH COLLECTION CHARGES AS 
PERMITTED IN SECTION 7.16.050 (D) OF THE PERRIS 
MUNICIPAL CODE AND RESCINDING RESOLUTION NUMBER 5121

C. Approval to direct staff to review the Conflict of Interest Code and 
submit a report identifying necessary revisions to the code reviewing 
body pursuant to Government Code § 87306.5.

D. Approval to award bid to Greer's Contracting and Concrete, Inc. for 
$163,900 for the construction of the Motlagh Fitness Court at Paragon 
Park, including a project contingency of up to 10% of the contract 
amount ($163,900.00).

E. Approve the purchase of a Caterpillar Model 262D Skid Steer Loader 
for $80,000 from Johnson Cat of Riverside.

F. Approval to award a one-year contract to Social Work Action Group 
for Fiscal Year 2018-2019 for Homeless Services in the City of Perris.
G. Approve Restoring Hope Community Services, Inc. request for a fee waiver for use of the Bob Glass Gym Complex and City Hall front lawn for the Juneteenth event to be held on June 16, 2018.

H. Approve the request and authorize the City Manager to proceed with the recruitment of two additional full-time Code Enforcement Officer positions.

I. Approval to support the California League of Cities in Opposing AB3232 (Friedman), which sets statewide goals for “zero-emission” buildings by 2030 - both new and existing construction.

J. Approve a Consultant Agreement with MHM for an amount not to exceed $12,000 over six months to provide technical assistance for the PEACE (Protective factors Enacted to Advance Capable and Empowered Families and Youth) project within the City of Perris.

K. Approve the California Violence Intervention and Prevention (CalVIP) Grant Memorandums of Understanding with Community Based Organizations.

L. Approval of the Community Benefit Agreement between the City of Perris and CI Distribution, LLC (a wholesale commercial marijuana distribution operation) located at 5055 Western Way.

M. Adopt Resolution Number (next in order) regarding the Annual Levy for the Community Facilities Districts.

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


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

O. Adopt Resolution Numbers (next in order) authorizing the establishment of Proposed City of Perris Community Facilities District No. 2018-1 (Green Valley West Elm) of the City of Perris (the "CFD"),

6-12-18 AGENDA
designating improvement areas therein and authorize future bonded indebtedness in the amount not to exceed $6,500,000 for each improvement area.

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

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS, DESIGNATE IMPROVEMENT AREAS THEREIN AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREAS

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 1 AND NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

P. Approve extension of Contract Service Agreement with Bill & Dave's Landscape, Inc. for maintenance of earthen swales, storm channels, outfalls and trenches. (Specification No. #FCD 1-2016-17-01).

Q. Approve emergency funding for the repair and replacement of collapsed sewer collection line at 4th and D Street and award a contract to Alabasasi Construction for $246,480 (not to exceed $320,000) to repair the sewer line.

R. Adopt Resolution Number (next in order) regarding Annexation of Parcels into CFD 1-S (South Perris Public Service District) - Annexation No. 7.

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. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO (ANNEXATION NO. 7)

S. Approve the purchase and contract with IWORQ's to provide an electronic work orders management system that allows Public Works staff to track, update and complete work orders in the field in real time using cellular phone or tablets.
9. **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 introduced the First Reading of Ordinance Number (next in order) amending Chapter 3.36 Home Financing Program.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTION 3.36.010 OF THE PERRIS MUNICIPAL CODE REGARDING A HOME FINANCING PROGRAM

Introduced by: Jennifer Erwin, Director of Finance

PUBLIC COMMENT:

B. Consideration to introduce the First Reading of Ordinance Number (next in order) repealing Chapter 2.08, Section 2.08.030 and Chapter 2.12 of the Perris Municipal Code, City Manager, City Officer and City Staff Bonds.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 2.08.030 OF CHAPTER 2.08 AND CHAPTER 2.12 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING BONDS OF THE CITY MANAGER, CITY OFFICERS AND CITY STAFF

Introduced by: Jennifer Erwin, Director of Finance

PUBLIC COMMENT:
C. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Landscape Maintenance District No. 1 (FY 2018/2019). Landscape Maintenance District 1 includes residential tracts and commercial developments throughout the City.

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


Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

D. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Maintenance District No. 84-1 (FY 2018/2019). Maintenance District No. 84-1 includes residential tracts and commercial developments throughout the City.

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


Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

E. Consideration to adopt Resolution Number (next in order) approving Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2018/2019). Flood Control Maintenance District No. 1 includes residential tracts and commercial developments throughout the City.

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 CONTINUED OPERATION OF THE CITY OF
PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, CONFIRMING THE ASSESSMENT AND DIAGRAM AND ORDERING THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS FOR FISCAL YEAR 2018-2019

Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

F. Consideration to adopt Resolution Number (next in order) approving the FY 2018-2019 Annual Action Plan Funding Recommendations for the Community Development Block Grant (CDBG) program.

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


Introduced by: Darren Madkin, Assistant City Manager

PUBLIC COMMENT:

G. Consideration to adopt Resolution Number (next in order) amending Engineering Condition of Approval No. 28, removing requirement for full off-site street improvements adjacent to Not-A-Part parcels fronting West Oleander Avenue for the Perris Gateway Industrial project (aka: DPR 16-00003, SPA 16-05050 and TPM 16-05049/37055) located at the southeast corner of the I-215 and Harley Knox Boulevard. (Applicant: Perris Gateway Investors, LLC).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING AN AMENDMENT TO THE ENGINEERING CONDITIONS OF APPROVAL AS APPROVED BY CITY COUNCIL RESOLUTION NO. 5082, RELATED TO DEVELOPMENT PLAN REVIEW 16-00003, SPECIFIC PLAN AMENDMENT 16-05050 AND TENTATIVE PARCEL MAP 16-05049 (TPM 37055) TO FACILITATE THE CONSTRUCTION OF A WAREHOUSE BUILDING TOTALING 400,000 SQUARE FEET LOCATED AT THE SOUTHEAST CORNER OF THE I-215 AND HARLEY KNOX BOULEVARD

Introduced by: Dr. Grace Williams, Director of Planning and Economic Development
PUBLIC COMMENT:

H. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Ordinance Amendment 18-050163, a proposal to amend the Perris Municipal Code, by adding Chapter 7.50 and amending Section 7.02.010(b) prohibiting loud or unruly gatherings on residential property to provide procedures for enforcement.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 7.50 OF TITLE 7 OF THE PERRIS MUNICIPAL CODE RELATING TO LOUD OR UNRULY GATHERINGS ON RESIDENTIAL PROPERTY IN THE CITY OF PERRIS AND AMENDING SECTION 7.02.010(B) OF TITLE 7 OF THE PERRIS MUNICIPAL CODE

Introduced by: Dr. Grace Williams, Director of Planning and Economic Development

PUBLIC COMMENT:

I. Consideration to introduce the First Reading of Ordinance Number (next in order) regarding Ordinance Amendment 18-05113, to amend Zoning Code Section 19.75.140, Temporary Signs of the Perris Municipal Code Sign Regulations to extend the permitted display of "Grand Opening" signs to 45 days, and to clarify permit requirements and the duration of display for other temporary signs.

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE AMENDMENT 18-05113 TO AMEND CHAPTER 19.75.140, TEMPORARY SIGNS, TO EXTEND THE DISPLAY TIME FOR GRAND OPENING BANNERS, AND TO CLARIFY OTHER TEMPORARY SIGN REGULATIONS, AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15311(A), ACCESSORY STRUCTURES, AND MAKE FINDINGS IN SUPPORT THEREOF

Introduced by: Dr. Grace Williams, Director of Planning and Economic Development

PUBLIC COMMENT:
J. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) - Annexation No. 27. APN # 294-190-038, located at 5100 Western Way. (Owner: 63 Western Partnership L.P.)

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


Introduced by: Jennifer Erwin, Director of Finance

PUBLIC COMMENT:

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

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

A. Consideration to adopt Resolution Number (next in order) approving membership into the Western Community Energy Joint Powers Authority, including Agreement and Bylaws; and direct staff to bring back an Ordinance authorizing the implementation of a Community Choice Aggregation (CCA) program.

The Proposed Resolution Number (next in order) is entitled:
A RESOLUTION OF THE CITY COUNCIL OF PERRIS APPROVING MEMBERSHIP IN THE WESTERN COMMUNITY ENERGY JOINT POWERS AUTHORITY

Introduced by: Clara Miramontes, Assistant City Manager

PUBLIC COMMENT:

B. Riverside County Fire Update.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

C. Presentation of a $25,000 Kaiser Permanente Southern California Community Benefit Grant to the City of Perris for the Grow Perris Initiative, presented by Cecilia Arias, Community Benefit Health Manager for Kaiser Foundation Hospitals.

Introduced by: Isabel Carlos, Director of Administrative Services

PUBLIC COMMENT:

D. Youth Advisory Committee Appointment and Graduating Senior Medals.

Introduced by: Sabrina Chavez, Director of Housing and Community Services

PUBLIC COMMENT:

E. Consideration to appoint a City Councilmember as a voting delegate and alternate for the League of California Cities Conference being held September 12-14, 2018 in Long Beach, California.

Introduced by: Richard Belmudez, City Manager

PUBLIC COMMENT:

II. 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.
12. **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.**

13. **CITY MANAGER’S REPORT:**

14. **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/SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY/PERRIS PUBLIC FINANCE AUTHORITY/PERRIS PUBLIC UTILITIES AUTHORITY/HOUSING AUTHORITY/PERRIS JOINT POWERS AUTHORITY/PERRIS COMMUNITY ECONOMIC DEVELOPMENT CORPORATION
AGENDA SUBMITTAL

TO: The Honorable Mayor and Members of the City Council
FROM: Nancy Salazar, City Clerk
DATE: June 12, 2018
SUBJECT: Approval of Minutes

BACKGROUND: None.

FISCAL IMPACT: None.

- RECOMMENDATION: Motion to approve the Minutes of the Regular Joint Meeting held on May 29, 2018 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, Assistant City Clerk
Approved by: Nancy Salazar, City Clerk

Attachments:
- Minutes of the Regular Joint Meeting held on May 29, 2018 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
CITY OF PERRIS

MINUTES:

Date of Meeting: May 29, 2018
06:30 PM

Place of Meeting: City Council Chambers

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

Mayor Vargas called the Regular City Council meeting to order at 6:30 p.m.

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

Present: Corona, Rabb, Rogers, Burke, Vargas

Staff Members Present: City Manager Belmonte, City Attorney Dunn, City Engineer Motlaph, Assistant City Manager Madkin, Assistant City Manager Miramontes, Police Captain Fellows, Fire Chief Barnett, Chief Information Officer Cervantes, Director of Planning and Economic Development Williams, Director of Administrative Services Carlos, Director of Community Services and Housing Chavez, Director of Finance Erwin, Director of Public Works Hartwill, Public Information Officer Vargo and City Clerk Salazar.

3. INVOCATION: Reverend C. Mark Ely, The Church of the New Covenant 328 E. 6th Street Perris, California 92570

4. PLEDGE OF ALLEGIANCE:

Mayor Pro Tem Corona led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

There was no Closed Session.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation of Certificate of Recognition to Reverend C. Mark Ely, The Church of the New Covenant.

B. Presentation of Certificates to the recipients of the 2018 Tri-Lake Consultants Science and Engineering Scholarship Award.

7. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Joint Meeting held on May 8, 2018 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.
The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Tonya Burke to Approve the Minutes as presented.

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

NOES:

ABSENT:

ABSTAIN:

8. **CONSENT CALENDAR:**

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

A. Approved the Memorandum of Understanding (MOU) between the City of Perris and the Riverside County Transportation Commission (RCTC) for the Placentia Avenue Widening project.

B. Approved the Agreement and allocated $175,000 from DIF portion of RBBD funds for the Ethanac Corridor Development Study Agreement.

C. Adopted Resolution Numbers 5272 and 5273 for the General Municipal Election being held November 6, 2018.

Resolution Number 5272 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, FOR THE ELECTION OF CERTAIN OFFICERS OF THE CITY AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; AND, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 6, 2018, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE SAME DATE PURSUANT TO § 10403 OF THE ELECTIONS CODE

Resolution Number 5273 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE, PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE ELECTORATE AND THE COSTS THEREOF FOR THE GENERAL MUNICIPAL ELECTION TO BE HELD IN SAID CITY ON NOVEMBER 6, 2018

D. Received and Filed the Quarterly Investment Report for the Quarter Ended March 31, 2018.

E. Approved the Annual Financial Audits and Engagement Letters for Fiscal Year 2017-2018 with the City of Perris Audit Firm Teaman, Ramirez & Smith, Inc.

F. Received andFiled the SAS 114 Audit Planning Letter from Teaman, Ramirez &
G. Approved the Contract Agreement between the City of Perris and Riverside County Transportation Department to perform traffic signal inspections and other services as needed throughout the City.

H. Approved the purchase of a replacement man lift vehicle used in Streets, Parks and Facility divisions.

I. Approved extending existing contracts with Bill and Dave's Landscape, Inc., Adame Landscape, Inc., and Hernandez Landscape, Inc. for Landscape Benefit Zone Maintenance Services for Parks and South Portion of the City for a one year period, beginning July 11, 2019.

J. Adopted Resolution Numbers 5274, 5275 and 5276 regarding Annexation of DPR 06-0059 to Maintenance District No. 84-1. DPR 06-0059 is a 9.09 acre industrial project located. Harley Knox Boulevard is located along the project's north boundary, Nance Street is located along the project's south boundary and Indian Avenue is located approximately 520 lineal feet to the east. (Ownership: Interinsurance Exchange of the Automobile Club).

Resolution Number 5274 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 06-0059 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5275 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 06-0059 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5276 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 06-0059 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 JULY 31, 2018

K. Adopted Resolution Numbers 5277, 5278 and 5279 regarding Annexation of DPR 06-0059 to Landscape Maintenance District No. 1 (LMD 1). DPR 06-0059 is a 9.09 acre industrial project. Harley Knox Boulevard is located along the project's north
boundary, Nance Street is located along the project's south boundary and Indian Avenue is located approximately 520 lineal feet to the east. (Ownership: Interinsurance Exchange of the Automobile Club).

Resolution Number 5277 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 133 (DPR 06-0059) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5278 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 06-0059 TO BENEFIT ZONE 133, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5279 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 133, 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 133, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF DPR 06-0059 TO BENEFIT ZONE 133, 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 JULY 31, 2018

L. Adopted Resolution Number 5280 regarding Annexation of DPR 06-0059 to Flood Control Maintenance District No. 1. DPR 06-0059 is a 9.09 acre industrial project. Harley Knox Boulevard is located along the project's north boundary, Nance Street is located along the project's south boundary and Indian Avenue is located approximately 520 lineal feet to the east. (Ownership: Interinsurance Exchange of the Automobile Club).

Resolution Number 5280 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF DPR 06-059 TO BENEFIT ZONE 102, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 31, 2018

M. Adopted Resolution Numbers 5281, 5282 and 5283 regarding Annexation of Tracts 36988, 36989 and 37262 to Maintenance District No. 84-1. Tracts 36988, 36989 and
37262 are three tract within the Green Valley Specific Plan consisting of 512 dwelling units. Tracts 36988 and 37262 consists of 367 of the 512 dwelling units under the ownership of Green Valley Recovery Acquisition, LLC. Tract 36989 consists of 145 of the 512 dwelling units under the ownership of KB Home Coastal, LLC. For Tract 36988, Murrieta Road is located along the project's east boundary, Romoland Channel is located along the project's west boundary, Ethanac Road is located along the project's south boundary, and Green Valley Parkway is located along the project's north boundary. For Tract 36989, West Elm Parkway is located along the project's north-western boundary, Green Valley parkway is located along the project's north-eastern boundary, Romoland Channel is located along the project's east boundary, and Ethanac Road is located along the project's south boundary. For Tract 37262, Goetz Road is located along the project's west boundary, Green Valley parkway is located along the project's east boundary, and West Elm Parkway is located along the project's south boundary.

Resolution Number 5281 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 TRACTS 36988, 36989, AND 37262 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5282 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 TRACTS 36988, 36989, AND 37262 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5283 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 TRACTS 36988, 36989, AND 37262 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 THEREO N JULY 31, 2018

N. Adopted Resolution Numbers 5284, 5285 and 5286 regarding Annexation of Tracts 36988, 36989 and 37262 to Landscape Maintenance District No. 1 (LMD). Tracts 36988, 36989 and 37262 are three tract within the Green Valley Specific Plan consisting of 512 dwelling units. Tracts 36988 and 37262 consists of 367 of the 512 dwelling units under the ownership of Green Valley Recovery Acquisition, LLC. Tract 36989 consists of 145 of the 512 dwelling units under the ownership of KB Home Coastal, LLC. For Tract 36988, Murrieta Road is located along the project's east boundary, Romoland Channel is located along the project's west boundary, Ethanac Road is located along the project's south boundary, and Green Valley Parkway
is located along the project's north boundary. For Tract 36989, West Elm Parkway is located along the project's north-western boundary, Green Valley Parkway is located along the project's north-eastern boundary, Romoland Channel is located along the project's east boundary, and Ethanac Road is located along the project's south boundary. For Tract 37262, Goetz Road is located along the project's west boundary, Green Valley Parkway is located along the project's east boundary, and West Elm Parkway is located along the project's south boundary.

Resolution Number 5284 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 127 (TRACTS 36988, 36989 AND 37262) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5285 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 TRACTS 36988, 36989 AND 37262 TO BENEFIT ZONE 127, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5286 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 127, 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 127, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF TRACTS 36988, 36989 AND 37262 TO BENEFIT ZONE 127, 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 THEREETO ON JULY 31, 2018

O. Adopted Resolution Number 5287 regarding Annexation of Tracts 36988, 36989 and 37262 to Flood Control Maintenance District No. 1. Tracts 36988, 36989 and 37262 are three tract within the Green Valley Specific Plan consisting of 512 dwelling units. Tracts 36988 and 37262 consists of 367 of the 512 dwelling units under the ownership of Green Valley Recovery Acquisition, LLC. Tract 36989 consists of 145 of the 512 dwelling units under the ownership of KB Home Coastal, LLC. For Tract 36988, Murrieta Road is located along the project's east boundary, Romoland Channel is located along the project's west boundary, Ethanac Road is located along the project's south boundary, and Green Valley Parkway is located along the project's north boundary. For Tract 36989, West Elm Parkway is located along the project's north-western boundary, Green Valley Parkway is located along the project's north-eastern boundary, Romoland Channel is located along the project's east boundary,
and Ethanac Road is located along the project's south boundary. For Tract 37262, Goetz Road is located along the project's west boundary, Green Valley parkway is located along the project's east boundary, and West Elm Parkway is located along the project's south boundary.

Resolution Number 5287 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF TRACTS 36988, 36989 AND 37262 TO BENEFIT ZONES 97, 98, AND 99, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON JULY 31, 2018

P. Approved the Signing/Striping Plans prepared by STC Traffic for the South "A" Street Revised Traffic Study.

Q. Adopted Resolution Numbers 5288, 5289 and 5290 regarding Annexation of Parcel Map 37187 to Maintenance District No. 84-1. Parcel Map 37187 is a 30.75 acre industrial project. Indian Avenue is located along the project's west boundary, Markham Street is located along the project's north boundary, Barrett Avenue is located along the project's east boundary, and Perry Street is located along the project's south boundary. (Ownership: Duke Realty Limited Partnership).

Resolution Number 5288 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 PARCEL MAP 37187 INTO MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5289 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 PARCEL MAP 37187 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

Resolution Number 5290 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 PARCEL MAP 37187 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 JULY 31, 2018

R. Adopted Resolution Numbers 5291, 5292 and 5293 regarding Annexation of Parcel Map 37187 to Landscape Maintenance District No. 1 (LMD 1). Parcel Map 37187 is a 30.75 acre industrial project. Indian Avenue is located along the project's west boundary, Markham Street is located along the project's north boundary, Barrett Avenue is located along the project's east boundary, and Perry Street is located along the project's south boundary. (Ownership: Duke Realty Limited Partnership).

Resolution Number 5291 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 134 (PARCEL MAP 37187) TO LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5292 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 TO PARCEL MAP 37187 TO BENEFIT ZONE 134, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

Resolution Number 5293 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 134, 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 134, LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF PARCEL MAP 37187 TO BENEFIT ZONE 134, 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 JULY 31, 2018

S. Adopted Resolution Number 5294 regarding Annexation of Parcel Map 37187 to Flood Control Maintenance District No. 1. Parcel Map 37187 is a 30.75 acre industrial project. Indian Avenue is located along the project's west boundary, Markham Street is located along the project's north boundary, Barrett Avenue is located along the project's east boundary, and Perry Street is located along the project's south boundary. (Ownership: Duke Realty Limited Partnership).

Resolution Number 5294 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL
PROPERTY, TO ORDER ANNEXATION OF PARCEL MAP 37187 TO BENEFIT ZONE 103, FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERE TO ON JULY 31, 2018

T. Adopted Resolution Number 5295 authorizing the City Manager to execute a Perris Park Development Impact Fee Credit/Reimbursement Agreement with KB Home Coastal, Inc. related to KB Home Tract 32262, 31926, 31926-2, and 36343. Approved Change Order request in the amount of $500,000 to the contract awarded to Millsten Enterprises, Inc. for the construction of the Perris Valley Storm Drain Trail.

Resolution Number 5295 is entitled:
A RESOLUTION OF THE CITY OF PERRIS, APPROVING PERRIS PARK DEVELOPMENT IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT WITH KB HOME COASTAL, INC. RELATED TO KB HOME TRACT 32262, 31926, 31926-2 AND 36343


V. Approved award of Contract for design services to Crane Architectural Group for construction documents for the Senior Center Billiards Room expansion.

W. Approved award of Contract for design services to Crane Architectural Group for the I.T. Studio Room.

X. Approved the purchase of a Polaris Ranger Crew all-terrain vehicle for the Community Services Department.

Y. Approved the City of Perris Check Register for April 2018.

The Mayor called for a motion.

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

9. PUBLIC HEARINGS:

A. Adopted Resolution Number 5300 to deny the proposed Duke Warehouse at Perris Boulevard and Markham Street Project; or This option was not voted on(2) Adopt Resolution Numbers (next in order) and introduce the First Reading of Ordinance Number (next in order) regarding Environmental Impact Report No. 17-05100, Specific Plan Amendment No. 17-05074, Tentative Parcel Map (TPM) 37304 (TPM No. 17-05060), and Development Plan Review (DPR) 17-00002, a proposal to develop a 1.2 million square foot warehouse building on 55 acres with a proposed Specific Plan Amendment to change the land use designation of 35 acres of site from Business-Professional Office (BPO) to Light Industrial (LI); a Tentative Parcel Map to consolidate 14 existing parcels and vacate all or parts of three unimproved streets, and a
Development Plan Review to analyze the proposed site plan and architectural elevations. The Project is located on Perris Boulevard, south of Markham Street, north of Perris Street and west of Redlands Avenue within the Perris Valley Commerce Center (PVCC) Specific Plan area. (Applicant: Duke Realty).

Resolution Number 5300 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DENYING CERTIFICATION OF ENVIRONMENTAL IMPACT REPORT 17-05100/SCH NO. 2017081059 SPECIFIC PLAN AMENDMENT 1705074, TENTATIVE PARCEL MAP 17-05060/TPM 37304 AND DEVELOPMENT PLAN REVIEW 17-00002 FOR THE DUKE WAREHOUSE AT PERRIS BOULEVARD AND MARKHAM STREET PROJECT LOCATED ON PERRIS BOULEVARD BETWEEN MARKHAM STREET AND PERRY STREET SUBJECT TO THE FINDINGS CONTAINED HEREIN

Director of Planning and Economic Development Williams gave the presentation on this item.

Bob Close and Chris Burns, spoke on behalf of the applicant, Duke Realty.

The Mayor opened the Public Hearing at 7:09 p.m.
The following people spoke at Public Comment:

Daniel Brennan
Bill Smith
Robert Stack
Thomas Ruiz

The Mayor closed the Public Hearing at 7:17 p.m.

The following Councilmember's spoke:
Rabb
Vargas
Rogers
Burke
Corona

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve Resolution Number 5300 to deny the proposed Duke Warehouse, as presented.
AYES: Malcolm Corona, Tonya Burke, Michael Vargas
NOES: David Starr Rabb, Rita Rogers
ABSENT: 
ABSTAIN: 

Resolution Number 5296 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 26 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 26

Resolution Number 5297 is entitled:

Justin Collins, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 7:46 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 7:46 p.m.

The following Councilmember spoke:
Rogers

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Malcolm Corona to Approve Resolution Number 5296 as presented.
AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Tonya Burke, Michael Vargas

NOES: 
ABSENT: 
ABSTAIN: 

The Mayor asked the City Clerk to open the Ballot. City Clerk Salazar opened the Ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Tonya Burke to Approve Resolution Number 5297 as presented.
AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Tonya Burke, Michael Vargas

NOES: 
ABSENT: 
ABSTAIN: 
C. Introduced the First Reading of Ordinance Numbers 1364 and 1365, Amending and Adoption/Update of Drainage Fees - Ordinance Amendments to Chapter 18.32 of the Municipal Code, adding sections 18.32.21, "Drainage Fees - Homeland/Romoland Area Drainage Plan," and 18.32.22, "Drainage Fees - San Jacinto Area Drainage Plan," for collection of drainage fees for projects within the San Jacinto River Area Drainage Plan and Homeland/Romoland Area Drainage Plan, for the purpose of construction master drainage improvements to alleviate flooding issues in the respective areas and the adopting the above-mentioned area drainage plans. Adopted Resolutions Numbers 5298 and 5299 updating/adopting the drainage fees for the above-mentioned area drainage plans.

The First Reading of Ordinance Number 1364 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 18.32.021 TO CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES AS A CONDITION TO THE DIVISION AND DEVELOPMENT OF LAND WITHIN THE HOMELAND/ROMOLAND DRAINAGE PLAN AREA

The First Reading of Ordinance Number 1365 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTIONS 18.32.022 TO CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES AS A CONDITION TO THE DIVISION AND DEVELOPMENT OF LAND WITHIN THE SAN JACINTO RIVER AREA DRAINAGE PLAN

Resolution Number 5298 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AN UPDATE TO THE DRAINAGE FEES FOR THE HOMELAND/ROMOLAND AREA DRAINAGE PLAN

Resolution Number 5299 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING AND ADOPTING THE DRAINAGE FEES FOR THE SAN JACINTO RIVER AREA DRAINAGE PLAN

City Attorney Dunn gave the presentation on this item.

The Mayor opened the Public Hearing at 7:52 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 7:52 p.m.

Councilmember Rogers left the City Council Chambers at 7:49 p.m. and returned at 7:51 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve the First Readings of Ordinance Numbers 1364 and 1365, and Resolution Numbers 5298 and 5299, as presented.
AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Tonya Burke, Michael
Vargas

NOES:
ABSENT:
ABSTAIN:

D. Adopted Resolution Numbers SA-004 and PPFA-054 authorizing and approving the Board of the Successor Agency to the Redevelopment Agency of the City of Perris to refund certain existing Tax Allocation Bonds.

Resolution Number SA-004 is entitled:
A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN OUTSTANDING OBLIGATIONS OF THE FORMER REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE, A BOND PURCHASE AGREEMENT, AND THREE ESCROW AGREEMENTS AND TAKING OTHER ACTIONS RELATED THERETO

Resolution Number PPFA-054 is entitled:
A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF THREE ESCROW AGREEMENTS IN CONNECTION WITH THE REFINANCING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

This item was introduced by Director of Finance Erwin and turned over for presentation by Jim Fabian, Fieldman, Rolapp & Associates.

The Mayor opened the Public Hearing at 8:03 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 8:03 p.m.

The Mayor called for a motion.

M/S/C: Moved by Tonya Burke, seconded by Rita Rogers to Approve Resolution Numbers SA-004 and PPFA-054 as presented.
AYES: Malcolm Corona, David Starr Rabb, Rita Rogers, Tonya Burke, Michael Vargas

NOES:
ABSENT:
ABSTAIN:

10. BUSINESS ITEMS:

A. Consideration for placing a Measure on the Ballot for District-Based City Council Elections.

This item was presented by City Attorney Dunn.

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

Louis Armmand

Councilmember Rabb left the City Council Chambers at 8:03 p.m. and returned at 8:05 p.m.

The following Councilmember's spoke:
Burke
Corona
Rogers
Rabb
Vargas

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by Michael Vargas to Approve placing this item on the November ballot.
AYES: Malcolm Corona, Michael Vargas
NOES: David Starr Rabb, Rita Rogers, Tonya Burke
ABSENT: 
ABSTAIN:

This item was not approved.

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

There was no Public Comment.

12. **COUNCIL COMMUNICATIONS:**

The following Councilmember's spoke:
Rabb
Burke
Rogers
Corona
Vargas

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

14. **ADJOURNMENT:**

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:57 p.m. in memory of Dominic and Antonio Gonzalez who passed away on May 15, 2018 and City of Menifee Mayor Neil Winter who passed away on May 19, 2018.
Respectfully Submitted,

Nancy Salazar, City Clerk
SUBJECT: Ordinance Amendment and Adoption/Update of Drainage Fees – Ordinance Amendments to Chapter 18.32 of the Municipal Code adding sections 18.32.21, “Drainage Fees – Homeland/Romoland Area Drainage Plan,” and 18.32.22, “Drainage Fees – San Jacinto Area Drainage Plan,” for collection of drainage fees for projects within the San Jacinto River Area Drainage Plan and Homeland/Romoland Area Drainage Plan, for the purpose of constructing master drainage improvements to alleviate flooding issues in the respective areas and adopting the above-mentioned area drainage plans; Adoption/Update, by resolutions, of the drainage fees for the above-mentioned area drainage plans.

REQUESTED ACTION: Adopt Second Reading of Ordinance Nos. 1364 and 1365, based on the findings contained in the Ordinance and attached exhibits.

CONTACT: Eric Dunn, City Attorney

Background

On May 29, 2018, the City Council unanimously approved an ordinance amendment to Chapter 18.32 of the Municipal Code adding sections 18.32.21, “Drainage Fees – Homeland/Romoland Area Drainage Plan,” and an amendment to 18.32.22, “Drainage Fees – San Jacinto Area Drainage Plan,” for collection of drainage fees for projects within the San Jacinto River Area Drainage Plan and Homeland/Romoland Area Drainage Plan, for the purpose of constructing master drainage improvements to alleviate flooding issues in the respective areas and adopting the above-mentioned area drainage plans. Upon adoption of the second reading, the Ordinance to amend Chapter 18.32 will become enacted thirty days thereafter (March 29, 2018).

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2017-2018 General Fund.

Prepared by: Clara Miramontes, Assistant City Manager

Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Consent Item: June 12, 2018

Attachments: A. Ordinance No. 1364 adding Section 18.32.021 to the Perris Municipal Code relating to the HRADP.
B. Ordinance No. 1365 adding Section 18.32.022 to the Perris Municipal Code relating to the SJRADP.
ORDINANCE NO. 1364

SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA ADDING SECTIONS 18.32.022 TO CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES AS A CONDITION TO THE DIVISION AND DEVELOPMENT OF LAND WITHIN THE SAN JACINTO RIVER AREA DRAINAGE PLAN.

WHEREAS, Section 66483 et seq. of the California Government Code authorizes the City of Perris to impose by local ordinance a requirement for the payment of fees for the purposes of defraying the actual and/or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas; and

WHEREAS, the San Jacinto River Area, which is the subject of the San Jacinto River Area Drainage Plan which are attached hereto within Exhibit 1 and incorporated herein by this reference, have suffered flooding problems in the past, and

WHEREAS, drainage systems are required to safely convey storm runoff through the San Jacinto River area, respectively, and to provide for orderly development of both areas; and

WHEREAS, in 1988, the Riverside County Board of Supervisors adopted the San Jacinto River Area Drainage Plan and established the related drainage fees by adopting its Ordinance No. 460 and Resolution No. F86-26; and

WHEREAS, the City annexed the San Jacinto River area, and has been collecting the related drainage fees; and

WHEREAS, on September 1, 1987, the Riverside County Board of Supervisors adopted Resolution No. F86-26 and Ordinance No. 460 which created the San Jacinto River Area Drainage Plan and established the related fees; and

WHEREAS, in August 11, 1987, Riverside County conducted a study and analysis which justifies the drainage fees contemplated by the San Jacinto River Area Drainage Plan, which study and analysis is attached hereto and incorporated herein by this reference in Exhibit 2; and

WHEREAS, the City Council now desires to update and adopt the San Jacinto River Area Drainage Plan, as provided in Exhibit 1 and as adopted by the Riverside County Board of Supervisors, by adopting this Ordinance.

THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:
possibility that its adoption of this Ordinance would have a significant effect upon the environment, because the Ordinance involves the creation of a government funding mechanism which does not involve any commitment to a specific project which may result in a potentially significant impact upon the environment.

**Section 3. Findings.** The City Councils makes the following findings:

(a) The fees are based upon the Homeland/Romoland Area Drainage Plan, including its amendments, which is attached hereto in Exhibit 1 and incorporated herein by this reference ("Homeland/Romoland ADP").

(b) Subdivision and development of property within the Homeland/Romoland area will require construction of the facilities described therein because the Homeland/Romoland area experiences flood and drainage problems, which are more particularly described in the Homeland/Romoland ADP.

(c) The fees contemplated by the Homeland/Romoland ADP are fairly apportioned within such areas either on the basis of benefits conferred on property proposed for subdivision or on the need for such facilities created by the proposed subdivision and development of other property within such areas, as more particularly described in Exhibit 1.

(d) The fees contemplated by the Homeland/Romoland ADP as to any property proposed for subdivision or development within the Homeland/Romoland area does not exceed the pro rata share of the amount of the total actual or estimated costs of all facilities within such area which would be assessable on such property, as more particularly described in Exhibit 1.

(e) The drainage or sanitary sewer facilities contemplated by the Homeland/Romoland ADP are in addition to existing facilities serving the area at the time of the adoption of such a plan for the area.

**Section 4. Adoption of Homeland/Romoland Area Drainage Plan.** The Homeland/Romoland Area Drainage Plan, which is on file in the City Clerk's office and attached hereto as Exhibit 1, is hereby adopted. The City Council may amend, modify, or repeal its adoption of the Homeland/Romoland Area Drainage Plan by resolution.

**Section 5. New Code Section.** Section 18.32.021, "Drainage fees - Homeland/Romoland Area Drainage Plan," is hereby added to Chapter 8.32, "Reservations and Fees," of Title 18, "Subdivisions" as follows:

"Section 18.32.021 – Drainage fees - Homeland/Romoland Area Drainage Plan.

(a) This section is adopted pursuant to section 66483 et seq. of the Government Code, which provides for the payment of fees for the construction of drainage facilities, as a condition to the division or development of land.

(b) Whenever land that is proposed to be divided or developed lies within the boundaries of the Homeland/Romoland Area Drainage Plan ("Area Drainage
Plan”), a drainage fee in the amount required by the plan for the area, as adopted or thereafter amended, shall be required as a condition of approval of the division and development of land in that drainage area.

(c) When fee is to be paid.

(1) Drainage fees shall be paid at the time of the filing of the final map or parcel map, or as a condition of the waiver of the filing of a parcel map; provided, however, at the option of the land divider or developer, as the case may be, the fee may be paid, in pro rata amounts, at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels. The amount of the drainage fee required to be paid shall be the amount that is in effect for the area drainage plan at the time of actual payment of the fee.

(2) If the land divider or developer, as the case may be, elects to have payment at the time of issuance of a grading or building permit, the recorded final map or parcel map or certificate of compliance evidencing the waiver of the filing of a parcel map shall specifically state that payment of a drainage fee is required to be paid prior to issuance of a grading permit or building permit for the parcels that have been created by the land division. In addition, a separate instrument shall be recorded by the land divider or developer, as the case may be, in the office of the county recorder, at the time of the filing of the final map or parcel map or certificate of compliance evidencing the waiver of the parcel map, which gives notices that a drainage fee is required to be paid by any person that owns such parcels prior to issuance of a grading or building permit.

(d) If the drainage fee is paid at the time of the final map or parcel map or certificate of compliance evidencing the waiver of the parcel map, it shall be paid to the finance director. If the drainage fee is paid at the time of issuance of a grading or building permit, it shall be paid to the finance director. All fees that are collected shall thereafter be deposited into a local drainage facilities fund maintained under the jurisdiction of the county flood control and water conservation district ("District"). A separate fund shall be established by the district for the area drainage plan. Money in such funds shall be expended for construction or reimbursement for construction, including acquisition of right-of-way necessary for construction, of the drainage facilities serving the drainage area for which the fees are collected, or to reimburse the district for the cost of engineering and administrative services to design and construct and acquire any necessary right-of-way for the facilities.

(e) In the discretion of the district, considerations such as dedication of right-of-way, actual construction, or design work by a civil engineer may be accepted
in lieu of the payment of drainage fees, upon a determination that the alternative is acceptable and is equal to or greater in value than the required fee.

(f) Money may be advanced by the district to design or construct drainage facilities or to acquire necessary right-of-way within an adopted drainage area; thereafter, money so advanced may be reimbursed to the district from the fund for the local drainage area in which the facilities are located.

(g) When required for the implementation of an adopted area plan, an agreement may be entered into between a land divider or developer, as the case may be, and the district whereby the land divider or developer, as the case may be, may advance money for the construction of facilities, or design or construct facilities within a local drainage area, provided that the sole security to the land divider or developer, as the case may be, for repayment of money or other consideration advanced shall be subsequently accruing to the local drainage facilities fund for the drainage area in which the facilities are located. Reimbursement shall be for the amount agreed upon in advance only and shall not include interest or other charges. The agreement shall expire 15 years after the date it was entered into, and any subsequent money paid into the fund shall accrue to the fund without obligation to land dividers or developers, as the case may be, whose agreements have expired.

(h) The area drainage plan, the required facilities and the drainage fee in any adopted plan may be amended by resolution of the city council at any time upon a determination that it is necessary to do so in order to correctly reflect the drainage area, the required facilities or estimated cost of the facilities.”

Section 6. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

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

Section 8. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

MAYOR, MICHAEL M. VARGAS
ATTEST:

City Clerk, Nancy Salazar
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1364 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 12th day of June, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

__________________________________________
City Clerk, Nancy Salazar
Exhibit 1

Homeland/Romoland Area Drainage Plan
RIVERSIDE COUNTY
CALIFORNIA

HOMELAND / ROMOLAND
AREA DRAINAGE PLAN

Amendment No. 3

JULY 2014

By the Riverside County Board of Supervisors

Prepared and Adopted Pursuant to
Government Code Section 66483, et seq.
and
Section 10.25, Riverside County Ordinance No. 460
HOMELAND / ROMOLAND
AREA DRAINAGE PLAN

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MAP

Area Drainage Plan ...................................................................................................................... Inside Back Cover
GENERAL STATEMENT

This plan addresses a 17.7 square mile drainage area bounded by a divide in the Lake View Mountains to the east, Rouse Road and the Double Butte Mountains to the south, the San Jacinto River to the west, and Mapes Road to the north. The plan encompasses unincorporated lands within the County of Riverside, portions of the City of Perris and portions of the City of Menifee. Currently, the area covered by this plan is located within the Third and Fifth Supervisorial Districts and includes the communities of Homeland and Romoland.

An Area Drainage Plan (ADP) is a financing mechanism used to fund construction of new or improved drainage facilities. ADP fees are imposed on new land development activity within the plan area. The Subdivision Map Act requires that agencies imposing fees have a general drainage plan for the fee area, a special fund for the fees and an equitable distribution of the fees prior to implementation.

To ensure that ADP fees are equitably distributed, the ADP boundaries generally follow watershed boundaries. First, the total costs of drainage facilities within the watershed are tabulated. The watershed area is then adjusted to discount publicly owned lands and steeply sloping areas that are unlikely to be developed. Finally, the total facility cost is divided by the adjusted watershed area to determine a per acre fee for the plan area.

This revised ADP for controlling flood and drainage problems within the Homeland and Romoland watershed areas, prepared by the Riverside County Flood Control and Water Conservation District, concludes that construction of certain flood control and drainage facilities are critically needed to support the planned growth and orderly economic development within the plan area. These facilities, as shown on the enclosed map entitled "Homeland/Romoland Area Drainage Plan, Amendment No. 3", are intended to remedy both the existing and anticipated flooding and drainage problems within the watershed. Each of the facilities identified in either one of the documents entitled "Homeland Master Drainage Plan, Revision No. 1" dated March 2006 and the "Romoland Master Drainage Plan, Revision No. 1" dated March 2006, as approved by the Riverside County Flood Control and Water Conservation District's Board of Supervisors, including all maps and exhibits attached thereto, are adopted in their entirety as part of this plan, except where they have been excluded on the map incorporated as part of this report.

UPDATE REQUIREMENT

Riverside County Board of Supervisors Resolution No. 88-108 "Adopting Homeland/Romoland Area Drainage Plan" states in part:

"That the Riverside County Flood Control and Water Conservation District is directed to prepare an update of this plan at least every two years to reflect changed conditions, inflationary or deflationary trends, revised general or specific plans, and approved development and drainage plans which will require changes in facility configuration cost estimates and drainage fees."

Although the Board of Supervisors previously directed that this plan be updated every two years, the ADP fee was last updated on March 28, 2006 (Resolution No. 2006-001). This is due in part to poor prevailing economic conditions and the lack of land development activity with the plan area.
The Homeland/Romoland ADP was originally adopted on April 12, 1988 followed by Amendment No. 1, adopted April 6, 1993 and Amendment No. 2, adopted March 28, 2006.

DRAINAGE FEE DERIVATION

The Homeland/Romoland Area Drainage Plan, Amendment No. 3 proposes the construction of various open channels, underground storm drains and detention basins. These facilities have been organized into two separate and distinct drainage systems, “Line A” and “Line B”. The proposed alignment and size of the various facilities proposed for each system are shown on the attached map.

The Homeland/Romoland Area Drainage Plan, Amendment No. 3 presented herein provides an economical means of conveying storm runoff through the studied area. When completed, the proposed facilities will provide the Homeland/Romoland area with a flood control system that will provide improved drainage and protection from the one-percent annual chance flood event (“100-year” frequency storm).

Supporting data for all proposed facilities is available at the Riverside County Flood Control and Water Conservation District office.

It should be noted that underground storm drains less than 36 inches in diameter, as shown on the enclosed map, are excluded as part of the Homeland/Romoland Area Drainage Plan, Amendment No. 3 (with the exception of the 27-inch storm drain in the Line 2 system which serves as an outlet to the proposed Melba Basin). Drains that are smaller than 36 inches are considered local drainage facilities to be addressed by development as deemed necessary. Facilities that measured 33 inches in diameter in the Homeland/Romoland Area Drainage Plan, Amendment No. 2 have been upsized to 36 inches in diameter to reflect standard pipe sizes currently offered by concrete pipe manufacturers; therefore, these facilities have now been included as part of the Homeland/Romoland Area Drainage Plan, Amendment No. 3.

In an effort to fairly apportion the drainage fee within the plan area, the proposed drainage fee is divided into two separate sub-watersheds corresponding to the runoff tributary to the Line A and Line B drainage systems. The southerly watershed area, hereinafter called the “Line A Sub-Watershed”, contributes runoff to only the Line A drainage system; therefore, the corresponding Line A drainage fee is derived on the basis of the total cost of Line A system divided by the developable area of the Line A watershed. Similarly, the northerly watershed area, hereinafter called the “Line B Sub-Watershed”, contributes runoff to only the Line B drainage system; therefore, the corresponding Line B drainage fee is derived on the basis of the total cost of Line B system divided by the developable area of the Line B watershed.

In addition, because the District anticipates that it will sell promissory notes in order to expedite the construction of the Line A drainage system, the estimated cost of borrowing money has been included in the Line A drainage fee derivation.

HOMELAND/ROMOLAND AREA DRAINAGE PLAN, AMENDMENT NO. 3

It is the District's recommendation that the Board of Supervisors revise the drainage fees as follows: $21,052 per acre for the Line A Sub-Watershed and $15,505 per acre for the Line B Sub-Watershed. These revised fees reflect the latest construction and right of way cost estimates. Construction costs

---

1 The Line A system also includes various Homeland Master Drainage Plan facilities including “Line 1”, “Juniper Flats Basin” and “Briggs Road Basin".
are estimated on the basis of 2014 unit prices developed by District staff using the latest information from public works projects administered by the District. Right of way cost estimates are based upon recent sales in the Homeland and Romoland area.

The estimated total cost of constructing the drainage facilities required by the Homeland/Romoland Area Drainage Plan, Amendment No. 3 is $158,507,303. The cost summary for each facility is shown in Table 1 and Table 2 at the end of this report. Costs reflected in this report vary from the Homeland/Romoland Master Drainage Plan due to the exclusion of facilities below 36 inches in diameter and costing Line A, downstream of Ethanac Road as an interim channel with ultimate crossings.

As a condition of approval for the filing of a final Subdivision Map or Parcel Map, the required drainage fee and the time and method of payment are as follows:

1. **Drainage Fee**

   The current drainage fee is $21,052 per acre for Line A Sub-Watershed and $15,505 per acre for Line B Sub-Watershed. For subdivisions of lots greater than one acre in size, the fee shall be applied on a "per lot" basis, except for commercial, industrial and manufacturing lots.

2. **Notice to Owners, Fee Calculations and Time of Payment**

   The Riverside County Board of Supervisors has adopted the "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, and as amended, formally setting forth numerous administrative policies for implementing this and other Area Drainage Plans within Riverside County. Among other provisions, the document defines the notification requirements to owners and sets forth the computation methods for calculating the drainage fee applied to each lot. Section IX.3 of that document also determines the administrative provision to permit alternative time of payment of the drainage fees. Said "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980 and as amended, is hereby made a part of the Homeland/Romoland Area Drainage Plan, Amendment No. 3.

**FINDINGS**

The Board of Supervisors finds and determines that:

1. The purpose of the drainage fee is to provide a fund for flood control and drainage facilities identified within the Homeland/Romoland Area Drainage Plan.

2. The drainage fee will be used to finance the design and construction of those flood control and drainage facilities which are part of Homeland/Romoland Area Drainage Plan.

3. The subdivision and development of land within the Homeland/Romoland Area Drainage Plan requires the construction of the facilities described in the plan.

4. The required drainage fee is fairly apportioned within the described area, both on the basis of benefits conferred on properties that are proposed for subdivision and on the need for drainage facilities that is created by the proposed subdivision or development of all properties within the drainage area.
<table>
<thead>
<tr>
<th>FACILITIES</th>
<th>CONSTRUCTION*</th>
<th>RIGHT OF WAY</th>
<th>TOTAL COST</th>
</tr>
</thead>
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<td>Line A-11B</td>
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² Facilities less than 36 inches in diameter are excluded as part of the Homeland/Romoland Area Drainage Plan, Amendment No. 3 (see page 2).
TABLE 1 (cont.)

HOMELAND/ROMOLAND AREA DRAINAGE PLAN
AMENDMENT NO. 3
COST SUMMARY
LINE A SUBWATERSHED

<table>
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<tr>
<th>FACILITIES</th>
<th>CONSTRUCTION*</th>
<th>RIGHT OF WAY</th>
<th>TOTAL COST</th>
</tr>
</thead>
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<td>Line 1C</td>
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<td>Line 2CA</td>
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<td>Line 2D</td>
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<td>Line 4</td>
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DETENTION BASINS:

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<td>Briggs Road Basin</td>
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<td>Juniper Flats Basin</td>
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<td>Melba Basin</td>
<td>$446,545.00</td>
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SUBTOTAL               | $98,950,389.00 | $26,995,000.00 | $125,945,389.00 |

INTEREST**             |             | $4,948,200.00 |

TOTAL                  |             | $130,753,589.00 |

* Includes 40% for Engineering, Administration, MSHCP fee and Contingencies.
** Estimated cost of funds to be paid by the District to expedite construction of Line A, Line 1, Line A-2, Line A-3, Briggs Road Basin, and Juniper Flats Basin.
### TABLE 2

**HOMELAND/Romoland Area Drainage Plan**  
**Amendment No. 3**  
**Cost Summary**  
**Line B Subwatershed**

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<tr>
<th>FACILITIES</th>
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**Detention Basin:**

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</thead>
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**Total**

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<th>FACILITIES</th>
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* Includes 40% for Engineering, Administration, MSHCP fee and Contingencies.

**Total Plan Cost**

$158,507,303.00

² Facilities less than 36 inches in diameter are excluded as part of the Homeland/Romoland Area Drainage Plan, Amendment No. 3 (see page 2).
ORDINANCE NO. 1364

SECOND READING OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 18.32.021 TO CHAPTER 18.32 OF TITLE 18 RELATING TO FEES COLLECTED TO FUND THE CONSTRUCTION OF DRAINAGE FACILITIES AS A CONDITION TO THE DIVISION AND DEVELOPMENT OF LAND WITHIN THE HOMELAND/ROMOLAND DRAINAGE PLAN AREA.

WHEREAS, Section 66483 et seq. of the California Government Code authorizes the City of Perris to impose by local ordinance a requirement for the payment of fees for the purposes of defraying the actual and/or estimated costs of constructing planned drainage facilities for the removal of surface and storm waters from local or neighborhood drainage areas; and

WHEREAS, the Homeland/Romoland area, which is the subject of the Homeland/Romoland Area Drainage Plan and its amendments, which is attached hereto as Exhibit 1 and incorporated herein by this reference, has suffered flooding problems in the past, and

WHEREAS, a drainage system is required to safely convey storm runoff through the Homeland/Romoland area and to provide for orderly development; and

WHEREAS, in 1988, the Riverside County Board of Supervisors adopted the Homeland/Romoland Area Drainage Plan and established the related drainage fees by adopting its Ordinance No. 460.90 and Resolution No. 88-108; and

WHEREAS, the City annexed the Homeland/Romoland area, and has been collecting the related drainage fees; and

WHEREAS, on July 2, 2014, the Riverside County Board of Supervisors adopted Resolution No. 2014-135 and Ordinance No. 460.152 which adopted Amendment No. 3 to the Homeland/Romoland Area Drainage Plan and updated the related fees; and

WHEREAS, the City Council now desires to update and adopt the Homeland/Romoland Area Drainage Plan and its amendments, as provided in Exhibit 1 and as adopted by the Riverside County Board of Supervisors, by adopting this Ordinance.

THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

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

Section 2. CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, the City Council finds and determines that, pursuant to
Section 1. Recitals Incorporated. The City Council finds the above recitals are true and correct and incorporated herein by this reference.

Section 2. CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, the City Council finds and determines that, pursuant to CEQA Guidelines, Section 15061(b)(1), 15061(b)(3), 15273, and 15378(b)(4), there is no possibility that its adoption of this Ordinance would have a significant effect upon the environment, because the Ordinance involves the creation of a government funding mechanism which does not involve any commitment to a specific project which may result in a potentially significant impact upon the environment.

Section 3. Findings. The City Council makes the following findings:

(a) The fees are based upon the San Jacinto River Area Drainage Plan, including its amendments, which is attached hereto in Exhibit 1 and incorporated herein by this reference ("ADP").

(b) Subdivision and development of property within the San Jacinto River area will require construction of the facilities described therein because the San Jacinto River area experiences flood and drainage problems, which are more particularly described in the ADP.

(c) The fees contemplated by the ADP are fairly apportioned within such areas either on the basis of benefits conferred on property proposed for subdivision or on the need for such facilities created by the proposed subdivision and development of other property within such areas, as more particularly described in Exhibit 1.

(d) The fees contemplated by the ADP as to any property proposed for subdivision within the San Jacinto River area does not exceed the pro rata share of the amount of the total actual or estimated costs of all facilities within such area which would be assessable on such property, as more particularly described in Exhibit 1.

(e) The drainage or sanitary sewer facilities contemplated by the ADP are in addition to existing facilities serving the area at the time of the adoption of such a plan for the area.

Section 4. Adoption of San Jacinto River Area Drainage Plan. The San Jacinto River Area Drainage Plan, which is on file in the City Clerk's office and attached hereto as Exhibit 1, is hereby adopted. The City Council may amend, modify, or repeal its adoption of the San Jacinto River Area Drainage Plan by resolution.

New Code Section. Section 18.32.022, "Drainage fees - San Jacinto River Area Drainage Plan," is hereby added to Chapter 8.32, "Reservations and Fees," of Title 18, "Subdivisions" as follows:

"Section 18.32.022 - Drainage fees - San Jacinto River Area Drainage Plan."
(a) This section is adopted pursuant to section 66483 et seq. of the Government Code, which provides for the payment of fees for the construction of drainage facilities, as a condition to the division of land.

(b) Whenever land that is proposed to be divided or developed lies within the boundaries of the San Jacinto River Area Drainage Plan ("Area Drainage Plan"), a drainage fee in the amount required by the plan for the area, as adopted or thereafter amended, shall be required as a condition of approval of the division of land in that drainage area.

(c) When fee is to be paid.

(1) Drainage fees shall be paid at the time of the filing of the final map or parcel map, or as a condition of the waiver of the filing of a parcel map; provided, however, at the option of the land divider or developer, as the case may be, the fee may be paid, in pro rata amounts, at the time of the issuance of grading permits for the approved parcels or at the time of issuance of building permits if no grading permits are issued for the parcels. The amount of the drainage fee required to be paid shall be the amount that is in effect for the area drainage plan at the time of actual payment of the fee.

(2) If the land divider or developer, as the case may be, elects to have payment at the time of issuance of a grading or building permit, the recorded final map or parcel map or certificate of compliance evidencing the waiver of the filing of a parcel map shall specifically state that payment of a drainage fee is repaired to be paid prior to issuance of a grading permit or building permit for the parcels that have been created by the land division. In addition, a separate instrument shall be recorded by the land divider or developer, as the case may be, in the office of the county recorder, at the time of the filing of the final map or parcel map or certificate of compliance evidencing the waiver of the parcel map, which gives notices that a drainage fee is required to be paid by any person that owns such parcels prior to issuance of a grading or building permit.

(d) If the drainage fee is paid at the time of the final map or parcel map or certificate of compliance evidencing the waiver of the parcel map, it shall be paid to the finance director. If the drainage fee is paid at the time of issuance of a grading or building permit, it shall be paid to the finance director. All fees that are collected shall thereafter be deposited into a local drainage facilities fund maintained under the jurisdiction of the county flood control and water conservation district ("District"). A separate fund shall be established by the district for the area drainage plan. Money in such funds shall be expended for construction or reimbursement for construction, including acquisition of right-of-way necessary for construction, of the drainage facilities serving the drainage area.
for which the fees are collected, or to reimburse the district for the cost of engineering and administrative services to design and construct and acquire any necessary right-of-way for the facilities.

(e) In the discretion of the district, considerations such as dedication of right-of-way, actual construction, or design work by a civil engineer may be accepted in lieu of the payment of drainage fees, upon a determination that the alternative is acceptable and is equal to or greater in value than the required fee.

(f) Money may be advanced by the district to design or construct drainage facilities or to acquire necessary right-of-way within an adopted drainage area; thereafter, money so advanced may be reimbursed to the district from the fund for the local drainage area in which the facilities are located.

(g) When required for the implementation of an adopted area plan, an agreement may be entered into between a land divider or developer, as the case may be, and the district whereby the land divider or developer, as the case may be, may advance money for the construction of facilities, or design or construct facilities within a local drainage area, provided that the sole security to the land divider or developer, as the case may be, for repayment of money or other consideration advanced shall be subsequently accruing to the local drainage facilities fund for the drainage area in which the facilities are located. Reimbursement shall be for the amount agreed upon in advance only and shall not include interest or other charges. The agreement shall expire 15 years after the date it was entered into, and any subsequent money paid into the fund shall accrue to the fund without obligation to land dividers or developers, as the case may be, whose agreements have expired.

(h) The area drainage plan, the required facilities and the drainage fee in any adopted plan may be amended by the city council at any time upon a determination that it is necessary to do so in order to correctly reflect the drainage area, the required facilities or estimated cost of the facilities."

Section 4. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

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

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.
ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

ATTEST:

______________________________
City Clerk, Nancy Salazar

MAYOR, MICHAEL M. VARGAS
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number 1365 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 12th day of June, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

 City Clerk, Nancy Salazar
Exhibit 1

San Jacinto River Area Drainage Plan (MAP)
RIVERSIDE COUNTY
CALIFORNIA

SAN JACINTO RIVER
AREA
DRAINAGE PLAN

SEPT 1987
RIVERSIDE COUNTY
RIVERSIDE, CALIFORNIA

SAN JACINTO RIVER
AREA DRAINAGE PLAN

Adopted September 1, 1987
By the Riverside County Board of Supervisors

Prepared and Adopted pursuant to
Government Code Section 66483, et seq.
and
Section 10.25, Riverside County Ordinance No. 460
GENERAL STATEMENT

The area addressed by this Plan is the 100 year flood plain for the San Jacinto River between the Ramona Expressway and Railroad Canyon. Specifically, the limits of the flood plain have been established by the information contained in the report entitled, "Flood Plain Information, San Jacinto River, (San Jacinto to Railroad Canyon)", prepared by the United States Army Corps of Engineers, Los Angeles District, dated May 1970. Approximately 10% of the area is within the incorporated limits of the City of Perris.

This Area Drainage Plan for controlling the flood waters of the San Jacinto River, prepared by the Riverside County Flood Control and Water Conservation District, concludes that the improvement of the San Jacinto River is critically needed to allow for the orderly and economical development of the area. The Plan proposes the construction of the facilities shown on the map contained herein as a solution to the major flood plain also shown on the map. The document entitled, "Flood Control Master Plan for the Lower San Jacinto River Basin", dated 1975, as approved by the Riverside County Flood Control and Water Conservation District's Board of Supervisors, including all maps and exhibits attached thereto is adopted in its entirety as part of this San Jacinto River Area Drainage Plan.

THE SAN JACINTO RIVER AREA DRAINAGE PLAN

The San Jacinto River Area Drainage Plan consists of the improvement of the river channel from the Ramona Expressway to Railroad Canyon; the construction of levees at both the Ramona Expressway and at Highway I-215; and the delineation and management of a "shallow pond" area consisting of about 2119 acres immediately upstream of Highway I-215. Currently during periods of major storms, runoff from over 540 square miles impacts this area. Because of limited channel capacity and the relatively flat terrain, flood waters spread uncontrolled over the project area. During a once in 100 year storm, it is expected that the entire fee area would be flooded. Depths of up to 10 feet of flood waters would impact the developing community leaving roads and highways impassable for days. In order to protect existing development, provide for orderly growth in the future, and avoid interruption of community services, a flood control system is required.

The San Jacinto River Area Drainage Plan presented herein provides an economical method of collecting and conveying the San Jacinto River flows through the study area. The proposed drainage facilities will also provide an outlet for local drainage systems built by developers and others as growth occurs in the area. When completed, the facilities will provide the area with improved drainage and protection for the once in 100 year flood occurring along the San Jacinto River.
Supporting data for all facilities proposed in this study is available at the Riverside County Flood Control and Water Conservation District office.

It should be understood that the facilities proposed by this Plan will not necessarily provide protection from local drainage. Once the proposed facilities are in place, development of the area may still be dependent on providing floodproofing measures needed for protection against local drainage.

PURPOSE OF FEES

Initial funding for this Plan will be generated by the creation of an assessment district and the sale of bonds in conjunction therewith. Fees collected through this Plan will be used to reduce any remaining bond indebtedness or to construct proposed facilities to the extent that assessment district funding does not cover this expense.

REMAINING FLOOD PLAIN

The Flood Control Master Plan for the Lower San Jacinto River Basin report, referenced previously, proposes the construction of a defined channel for the conveyance of flood waters. However, an economic analysis performed in conjunction with the master plan study concluded that full channelization of 100 year flows was not justified, due to both cost and environmental factors. Therefore, an area of shallow ponding immediately upstream of the I-215 freeway was made part of the Plan. This remaining "shallow pond" area is shown on the enclosed map. It is described as those lands lying at or below the 1415 contour elevation upstream from I-215. This Plan, while not eliminating the flooding problems of this area, does significantly reduce the water level from current conditions so that development of the area (especially the fringe) would be possible by nominal floodproofing.

It should be noted that this "shallow pond" area, by virtue of its volume, acts in conjunction with the other channel improvements proposed in the Plan to reduce peak flow rates; this storage is, therefore, an essential part of the Plan. Careful management of this "shallow pond" area is a necessity and to this end the following land use policies for grading within the shallow ponding area are hereby established and made an integral part of this Area Drainage Plan:

1. Any fill used to provide floodproofing within the "shallow pond" area must be offset by removing a minimum volume elsewhere within the ponding area equaling 130% of the in-place fill volume located below elevation 1415.

2. Areas in the "shallow pond" used in compliance with No. 1 above must be graded in a manner consistent with existing grading ordinances and must be done in a manner that will "grade to drain" to the San Jacinto River.
FINDINGS

The Board of Supervisors/Perris City Council finds and determines that:

1. The subdivision and development of land within the San Jacinto River Area Drainage Plan requires the construction of the facilities described in the Plan.

2. The required drainage fee is fairly apportioned within the described drainage area, both on the basis of benefits conferred on properties that are proposed for subdivision and on the need for drainage facilities that is created by the proposed subdivision and development of all property within the drainage area.

DRAINAGE FEES

The estimated total cost of constructing the drainage facilities required by the San Jacinto River Area Drainage Plan is $14,965,000 as shown in detail in the Engineer's Report for the San Jacinto River Improvement District No. 4-2 on file with the Clerk.

The required drainage fee, as a condition of approval for the filing of a final subdivision map or parcel map, and the time and method of payment are as follows:

1. Drainage Fee

The current drainage fee for the entire drainage Plan is $2,215 per acre. For subdivisions of lots greater than one acre in size, the fee shall be applied on a per lot basis except for commercial, industrial and manufacturing lots.

2. Time of Payment, Notice to Owners and Fee Calculations

The Riverside County Board of Supervisors has adopted "Rules and Regulations for Administration of Area Drainage Plans", dated June 10, 1980, last amended July 3, 1984, a document which sets forth numerous administrative policies for implementing this and other area drainage plans within the County.

Section IX of that document sets forth administrative provisions established by the Board to permit alternative times of payment of the drainage fees, defines the required notices to owners, and sets forth the computation methods of calculating drainage fees for each lot. Provisions adopted in that document and its amendments are hereby made a part of this Area Drainage Plan.
SAN JACINTO RIVER
AREA DRAINAGE PLAN

AREA DRAINAGE FEE

Entire Drainage Plan Area $2,215

Per Acre Fee
San Jacinto River
Improvement District 4-2
Engineer’s Report
(August 1987)
(AMENDED)
SUMMARY
OF THE
ENGINEER'S REPORT
FOR
SAN JACINTO RIVER IMPROVEMENT DISTRICT 4-2
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
RIVERSIDE COUNTY, CALIFORNIA

Prepared by:
ALBERT A. WEBB ASSOCIATES
3788 McCray Street
Riverside, California
92506
(AMENDED)
SUMMARY
OF THE
ENGINEER'S REPORT
TO
THE BOARD OF SUPERVISORS OF
RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT

FOR THE
SAN JACINTO RIVER
IMPROVEMENT DISTRICT 4-2

AUGUST 11, 1987

Kenneth L. Edwards
Chief Engineer
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<td>Jacinto River Improvement District 4-2</td>
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* Portions of Part III, Part IV and Part V are not contained in the Summary of the Engineer's Report.
AGENCY: RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

PROJECT: IMPROVEMENT DISTRICT 4-2 OF ZONE 4 (SAN JACINTO RIVER)

TO: BOARD OF SUPERVISORS OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

ENGINEER'S REPORT
PURSUANT TO THE PROVISIONS
OF SECTION 25.1 OF THE
RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ACT

WHEREAS, on December 9, 1986, the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, Riverside County, California, (herein referred to as "District") did, pursuant to the provisions of the "Benefit Assessment Act of 1982", being Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code, adopt its Resolution of Intention No. F86-26, for the construction of certain flood control improvements, together with appurtenances and appurtenant work in connection therewith, in a special improvement district designated as "Improvement District No. 4-2 of Zone 4 (San Jacinto River) of the Riverside County Flood Control and Water Conservation District" (hereinafter referred to as the "Improvement District"); and,

WHEREAS, said Resolution of Intention, did direct the Chief Engineer of the District to make and file an "Engineer's Report" containing the following:

(a) A description of the service proposed to be financed through the revenue derived from the benefit assessments.

(b) A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number shall be a sufficient description of the parcel.

(c) The amount of the proposed assessment for each parcel.

(d) The basis and schedule of the assessments.

(e) A description of works and improvements to be constructed.

(f) Such other matters as the Chief Engineer shall deem appropriate.

1
NOW THEREFORE, I Kenneth L. Edwards, Chief Engineer of the District submit herewith the Engineer's Report, consisting of the following parts:

Part I: Background and Introduction of the project.

Part II: Description of the work and improvements proposed to be financed and constructed.

Part III: Project Cost Estimate *

Part IV: Benefit Assessment, including an assessment roll which contains a description of each lot or parcel and the amount of assessment proposed to be derived thereon.

Part V: Assessment diagram showing the lines and dimensions of each lot or parcel of land proposed to be assessed, together with the distinctive number assigned to each parcel which corresponds with the distinctive number shown on the assessment roll.


Exhibit B: Financial Aspects of the Proposed San Jacinto River Improvement District 4-2

Kenneth L. Edwards
Chief Engineer

* Details of the cost estimates shown in this Summary Report may be found in the complete Engineer's Report.

** The Assessment Roll is not included in this Summary Report.

*** Only the index sheets have been included herein. The large detail maps, shown outlined on these sheets, are on file at the District office.
PART I
San Jacinto River Improvement District 4-2
Background and Introduction

The purpose of this Improvement District is to protect certain lands within the San Jacinto River Basin, now subject to inundation by stormwater runoff generated by a storm with a 100 year return period from such inundation.

The Flood Control Master Plan for the San Jacinto River which detailed several proposed improvements was prepared by Neste, Brudin and Stone under contract to the District in 1974. Approximately 18 months ago, property owners along the reach of the San Jacinto River between the Ramona Expressway and Railroad Canyon approached the District regarding implementing the Master Plan improvements. The cost of these improvements was proposed to be paid for by assessments as permitted by the Municipal Improvement Act of 1913 and the Improvement Bond Act of 1915. It was estimated the cost of the improvements including rights of way, engineering and other miscellaneous expenses would approach 15 million dollars. An application for Assessment District financing of the improvements was submitted to the District by the Perris Valley Property Owners Association in January 1986.

A preliminary improvement district boundary was established and it was determined that fewer than 12 registered voters reside within the boundary. And, therefore, the improvement district could be initiated by a landowner petition which included a representation of 60% of the affected property. The proponents obtained indications of support covering nearly 70% of the property within the affected area and requested the District proceed with this program using authority provided in Section 25.1 of the District Act and Government Code Section 54703 et seq. as provided in Resolution No. F86-26 of the District’s Board of Supervisors.

Resolution No. F86-26 declares the Board’s intention to form the improvement district and issue bonds pursuant to Section 25.1 to finance the construction of the proposed improvements, together with incidental expenses applicable thereof.

The bonds are proposed to be issued in two series. Series "A" will be of a sufficient amount to pay the expenses incurred in formation of the improvement district, to acquire necessary rights of way, and to prepare the plans and specifications for the proposed construction work. Series "B" will be of a sufficient amount to pay the costs of constructing the improvements, together with incidental expenses which will be incurred in connection with the second bond issue and in connection with the work.

As shown on the Project Cost Estimate contained herein, Series "A" Bonds are proposed to be issued in the amount of $2,624,000 and Series "B" Bonds in the amount of $12,341,000 with the aggregate total to be $14,965,000.

Recent District review of the land area to be included in the proposed improvement district revealed the need to adjust the boundary defined in the initial Engineer’s Report.

The first and primary reason for adjustment is due to earlier incorrect water surface elevations used to define the existing 100 year flood
plain limits upstream of Nuevo Road and downstream of Goetz Road. Proper flood plain delineation has now resulted in a boundary expansion in the upstream area to account for more acreage being reclaimed than previously identified. Eight more parcels have been added to the improvement district in this area, and the calculated assessments for a number of other previously included parcels have been increased accordingly. Conversely, although no boundary adjustment has been made, two parcels have been given zero assessments and the calculated assessments lowered for several other parcels in the area downstream of Goetz Road to account for less acreage being reclaimed than earlier determined.

The second reason for boundary adjustment is due to a re-evaluation of the area along the southern boundary between Goetz Road and Highway I-215. Further flood plain analysis of the Romoland Wash, which confluences with the San Jacinto River in this area, has resulted in the determination that those parcels south of Ethanac Road previously included in the improvement district will not receive the full benefit of reclaimed San Jacinto River flood plain acreage since this same land will still remain subject to major flooding from the Romoland Wash after the San Jacinto River improvements are constructed.

The net reclaimed acreage resulting from these corrections is essentially unchanged from the original projection, thus the anticipated rate of assessment per acre remains at approximately $3,093.00 per acre.
PART II
DESCRIPTION OF WORK
SAN JACINTO RIVER IMPROVEMENT DISTRICT 4-2

The work and improvements proposed include the construction and installation of all works necessary to implement the Master Drainage Plan for the San Jacinto River between the Ramona Expressway and Railroad Canyon, together with the acquisition of rights of way as necessary for said work. The work includes channel excavation, construction of embankments, levees, channel walls and riprap, reinforced concrete box culverts, a new bridge at AT & SF Railroad, relocation and reconstruction of utilities, reconstruction of roadways, appurtenances and appurtenant work in connection therewith.

Plate 1 following, being a copy of the index map from the "Master Plan, San Jacinto River Basin", as prepared by Neste, Brudin & Stone in 1974, shows the general location of the proposed improvement while Plate 2 from the same source shows typical cross sections for the channel.

The Project Cost Estimate contained herein includes a breakdown of costs showing improvements required in the several reaches of the channel.
# SAN JACINTO RIVER IMPROVEMENT DISTRICT 4-2

## PROJECT COST ESTIMATE

### CONSTRUCTION:

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San Jacinto River Improvement District 4-2  
Project Cost Estimate (Contd.)

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<td>Financial:</td>
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<td></td>
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<tr>
<td>Base Maximum</td>
<td>30,000</td>
<td>40,000</td>
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<tr>
<td>Misc. Expenses</td>
<td>2,500</td>
<td>2,500</td>
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<tr>
<td>Subtotal</td>
<td>32,500</td>
<td>42,500</td>
</tr>
<tr>
<td>Assessment Engineer:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Preliminary Services</td>
<td>17,000</td>
<td>---</td>
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<tr>
<td>Base Maximum</td>
<td>30,000</td>
<td>14,400</td>
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<tr>
<td>Outside Services</td>
<td>1,000</td>
<td>---</td>
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<tr>
<td>Subtotal</td>
<td>48,000</td>
<td>14,400</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$ 105,600</td>
<td>$ 107,300</td>
</tr>
</tbody>
</table>

| INCIDENTAL EXPENSES:               |              |              |
| District Administration            | $ 12,500     | 12,500       |
| Appraisal (Marshall and Stevens)   | 19,500       | ---          |
| Bond Printing, Servicing           |              |              |
| and Registration                   | 7,000        | 10,000       |
| Printing/Publication, Notices      |              |              |
| and Advertising                    | 2,000        | 2,000        |
| Perris Valley Property Owners      |              |              |
| Association Application Fee        | 2,500        | ---          |
| Incidental Contingencies           | 8,400        | 5,200        |
| TOTAL                              | $ 51,900     | $ 29,700     |

| SUBTOTAL                            | 1,876,000    | 8,680,000    |
| BOND DISCOUNT                       | 92,000       | 436,000      |
| RESERVE FUND                        | 262,000      | 1,234,000    |
| CONTINGENCIES                       | 115,000      | 500,000      |
| CAPITALIZED INTEREST:               | 279,000      | 1,491,000    |
| TOTAL                               | $2,624,000   | $12,341,000  |

| GRAND TOTAL                         |             | $14,965,000  |

MDR:bjp:bab  
dist42a
PART IV
San Jacinto River Improvement District 4-2

Benefit Assessment

Authority

The levying of a benefit assessment for flood control improvements is authorized by Chapter 6.1 (commencing with Section 54701), Division 2, Title 5, California Government Code (the "Benefit Assessment Act of 1982"). This chapter was added to the statutes by Assembly Bill 620 (Frazee), and was signed by Governor Brown on July 9, 1982.

As authorized by the Benefit Assessment Act of 1982, it is proposed to levy a benefit assessment on each parcel of real property within the assessment boundary, except that an assessment shall not be imposed on a Federal, State or Local Government or public utility agency. The Act permits benefit assessments to be imposed provided that the amount of the assessment imposed on any parcel of property shall be related to the benefit to the parcel which will be derived.

Computation Method

The improvements proposed will benefit lands within the improvement district by withdrawing said lands from the area currently subject to inundation by stormwater runoff generated by storms with a 100 year return period. This will allow the removal of certain development restrictions on said lands, thereby enhancing their value and thus providing direct and specific benefits to such lands.

The benefit assessment proposed to be imposed on each parcel of land is related in direct proportion to the relationship that the area of each parcel protected from inundation from a 100 year frequency storm bears to the total area so protected.

The existing 100 year flood plain water surface elevations were obtained from the United States Army Corps of Engineers' report entitled "Flood Plain Information, San Jacinto River (San Jacinto to Railroad Canyon), Riverside County", dated 1970. The area upstream of Highway I-215 which will remain subject to inundation during the 100 year frequency storm was determined in the Master Plan to be bounded by the 1415.0 elevation contour. District aerial topography maps were used to delineate both the existing 100 year flood plain and the area bounded by the 1415.0 contour, thereby determining the total area which will be protected from inundation.

Parcel areas were determined from Assessor's records. Where parcels lie wholly between the existing 100 year flood plain and the 1415.0 contours, the entire area of the parcel is deemed to receive benefit. Where parcels are crossed by one of these delineations, only that portion of the parcel lying between the existing 100 year flood plain and the 1415.0 contour is deemed to receive benefit.
The proportional amount of assessment proposed to be imposed on each parcel was determined by dividing the benefiting area of each parcel by the total benefiting area and then multiplying the dividend by the proposed amount of the bond issue for each bond services.

Following is an assessment roll which designates each parcel of land within the assessment district by a distinctive assessment number which corresponds with said number as shown on the Assessment Diagram, describes each parcel by its Assessor's Parcel Number, indicates the name and address of each assesse as shown on the latest adopted equalized assessment roll of the County, the Assessor's appraised value of land and improvements for each bond series and the total thereof.
RESOLUTION NO. F86-26

RESOLUTION DECLARING INTENTION TO AUTHORIZE THE LEVY OF AND ORDERING PREPARATION OF REPORT WITH RESPECT TO BENEFIT ASSESSMENTS WITHIN PROPOSED IMPROVEMENT DISTRICT NO. 4-2 OF ZONE FOUR (SAN JACINTO RIVER) OF THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AND DETERMINING NEED TO PROCEED WITH A CERTAIN FLOOD CONTROL PROJECT AND TO ISSUE BONDS THEREFOR IN AN AMOUNT NOT TO EXCEED $15,000,000

WHEREAS, the Board of Supervisors ("the Board of Supervisors") of the Riverside County Flood Control and Water Conservation District (the "District"), County of Riverside, California wishes to undertake a project for the control of flood and storm waters within proposed Improvement District No. 4-2 of Zone Four (San Jacinto River) of the District (the "Improvement District") by financing the construction of certain flood control improvements and the acquisition of necessary land, easements and rights-of-way, together with appurtenances and appurtenant work in connection therewith and incidental costs and expenses, through the levy of benefit assessments within the Improvement District pursuant to the provisions of Section 25.1 of the Riverside County Flood Control and Water Conservation District Act (the "Act") and Chapter 6.4 (Commencing with Section 54703) of Part I of Division 2 of Title 5 of the California Government Code, commonly known as the "Benefit Assessment Act of 1982," with bonds to be issued to fund and finance said improvements pursuant to the provisions of the Act; and
WHEREAS, the Board of Supervisors therefore proposes to submit to the eligible voters within the jurisdiction of the Improvement District the question of levying benefit assessments under the provisions of the Benefit Assessment Act of 1982 to finance the design, construction, acquisition and installation of certain flood control improvements and storm drains on behalf of the lots or parcels of property proposed to be subject to the assessments, and the acquisition of certain land, easements and rights-of-way necessary therefor, together with appurtenances and appurtenant work and incidental costs and expenses in connection therewith, all for the benefit of lands within the exterior boundaries of the Improvement District, all within the exterior boundaries of the District;

BE IT RESOLVED, DETERMINED AND ORDERED by the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, County of Riverside, California, in regular session assembled on the 9th day of December, 1985, as follows:

Section 1. Improvements. The public interest, convenience, and necessity require, and it is the intention of the Board of Supervisors of the Riverside County Flood Control and Water Conservation District, County of Riverside, State of California, pursuant to the provisions of Section 25.1 of the Act and the Benefit Assessment Act of 1982 to order the design, construction, acquisition and installation of certain flood control works and improvements referred to as the "improvements" for the benefit of the properties within the Improvement District.

Section 2. Description of Improvement District. The improvements will be of direct benefit to properties within the
Improvement District which are hereby declared to be the properties benefited by the improvements and to be assessed to pay the costs and expenses thereof, and shall be all that part of the District having the exterior boundaries as shown on a map of the Improvement District entitled "Proposed Boundaries of Improvement District No. 4-2 of Zone Four (San Jacinto River) of the Riverside County Flood Control and Water Conservation District, County of Riverside, California," which map is on file in the office of the Clerk of the Board of Supervisors. Reference is hereby made to said map for a full and complete description of the Improvement District, and said map shall govern for all details as to the extent of the Improvement District.

Section 3. Engineer's Report. The proposed improvements are hereby referred to Kenneth L. Edwards, Chief Engineer of the District, and the Chief Engineer is hereby directed to make and file with the Clerk of the Board of Supervisors a report (the "Engineer's Report") in writing containing the following:

(a) A description of the service proposed to be financed through the revenue derived from the benefit assessments.

(b) A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number shall be a sufficient description of the parcel.

(c) The amount of the proposed assessment for each parcel.

(d) The basis and schedule of the assessments.

(e) A description of works and improvements to be constructed.
(f) Such other matters as the Chief Engineer shall deem appropriate.

Section 4. Bonds. It is hereby determined and declared that bonds in a principal amount not to exceed $15,000,000 shall be issued in accordance with Section 19 et seq. of the Act to finance the cost of the design and the construction, acquisition and installation of the improvements and the incidental expenses thereof. Such bonds shall be issued in denominations of $5,000 or integral multiples thereof, and bear interest at a rate or rates which shall not exceed 12 percent per annum, or such other rate as shall be the maximum legal allowable rate of interest on such bonds, to represent and be secured by the benefit assessments to be levied on the benefitting lots and parcels of property within the Improvement District which shall be made to pay the principal and interest on such bonds and the District's administrative costs in determining, levying and collecting such assessments.

Section 5. Planning and Design Costs. Prior to completion of the planning and design of the improvements to be financed with the proceeds of such bonds and the preparation of the detailed plans and specifications therefor, when the District will be able to award contracts for the construction of the improvements, the Board of Supervisors intends and shall be authorized as provided in Section 54710.5 of the California Government Code to annually levy benefit assessments on the property in the Improvement District, commencing with the 1987-88 fiscal year, as set forth in said report, to pay the cost of such planning and design and the preparation of the
detailed plans and specifications for the improvements, and to construct all or a portion of the improvements with the proceeds of such benefit assessments to be annually levied on the land within the Improvement District without issuing and selling such bonds.

Roll call resulted as follows:

Ayes: Dunlap, Ceniceros, Larson, Younglove and Abraham

Noes: None

Absent: None

The foregoing is certified to be a true copy of a resolution duly and validly adopted by the Board of Supervisors on this date and signed:

GERALD A. HOOD, Chair of the Board

By: [Signature] (Deputy)
FINANCIAL ASPECTS OF THE PROPOSED
SAN JACINTO RIVER IMPROVEMENT DISTRICT 4-2

ESTIMATED TOTAL FINANCING REQUIREMENTS:

Riverside County Flood Control and Water Conservation District has prepared general engineering plans and cost estimates for the current program which indicate a need for approximately $2,350,000 from the proceeds of the first sale of bonds for rights-of-way acquisition plus expenses incurred for professional services covering the first phase of the program, primarily preparation of engineering plans for construction of the channel and appurtenant facilities. The corresponding estimated costs for the second (construction) phase of the program are $10,875,000.

Financing expenses will likely need to be added to the totals for each phase of the program; both issues will probably require inclusion of capitalized interest to cover the cost of payments prior to receipt of the annual assessment installments, and the second sale may have other expenses such as would be incurred if the first series of bonds were refunded concurrent with the second sale of bonds.

Since the precise dates of sale of each series and the market interest rates prevailing at those times (for both the costs and reinvestment earnings) are now unknown, these requirements can be only generally estimated. Inclusion of approximately eighteen months of capitalized interest at a rate of eight percent would increase the corresponding totals above to approximately $2,630,000 and $12,370,000, for a total net program financing and capital cost assessment requirement of $15,000,000.

If the Series A Bonds are refunded concurrent with the sale of Series B as indicated above, the total financing would equal the sum of Series A plus the Series A (refunding bonds) plus Series B Bonds. Since the first Series A Bonds would then be defeased, the net total would remain about the same (except for the added costs of refinancing as previously noted).

1 While the intended sale date of Series A is not far distant, precise timing is a bit more uncertain than is usually the case due to the District's intention to proceed with a validation suit prior to the sale of the Series A Bonds.

2 Sale of the bonds at an eight percent rate is not assumed; rather, the figure represents a conservative net cost allowance for interest after deduction of some earnings during the project implementation periods, and as a hedge against any other unknowns.
Any amounts collected during the thirty-day period which the District intends to hold to permit landowners in the proposed improvement district to pay all or part of their assessments in cash would, of course, reduce any and all of the program cost figures cited above.

**ESTIMATED ANNUAL PROGRAM COSTS:**

District engineers indicate that there are approximately 6,725 gross acres within the proposed project area boundaries, of which 5,400 will be reclaimed from future inundation. Approximately 4,730 acres of the reclaimed total are in private ownership and constitute the total on which the program costs will be spread.

If total program costs reach the $15,000,000 level cited above, the average total program cost per acre of privately owned reclaimed land would be about $3,170. Conservative allowances have been included for inflation, a bond reserve fund, discount and credit enhancement costs (if available), capitalized interest, etc., to assure the District's ability to implement the program. If total program costs should be $14,500,000, a not implausible prospect, the average cost per acre would decline to $3,065. Alternately, costs would decline by approximately $21.15 per acre for each incremental savings of $100,000 attainable.

These data indicate that, in terms of the program's impact on the annual assessment costs to each property owner, less impact is likely to be realized from potential (favorable or adverse) changes in program development costs than from potential interest rate fluctuations and changes in financing terms and conditions that may occur over the life of this program, as reflected in the table below:

**Estimated Annual Costs**

<table>
<thead>
<tr>
<th>Ammortization Term-Years</th>
<th>Interest Rate Range</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>8.5%</td>
</tr>
<tr>
<td>10</td>
<td>$152.41</td>
</tr>
<tr>
<td>15</td>
<td>120.42</td>
</tr>
<tr>
<td>20</td>
<td>105.67</td>
</tr>
</tbody>
</table>

Presently the entire program is scheduled for completion on as tight a time frame as considered possible, with the second sale of bonds occurring in December, 1988 and construction completion occurring by the end of 1989.

Many important factors have to be taken into consideration in formulating a general program implementation strategy. These range from the practical aspects of its administrative and legal proceedings requirements in the beginning period of the program to the construction scheduling factors which, in this case especially, include weather considerations during the last phases. Since most drainage and flood control programs are formulated for the protection of areas previously developed, economic factors tend to play a se-
ondary or lower role in program timing considerations. For a pro-
ject of this type which is being undertaken to enable land develop-
ment to occur, the relative importance of national, regional and
local economic trends and considerations becomes far more important,
particularly as they boil down to coordination with pending land
sales and development plans. In addition, bond sales for raw land
development are particularly sensitive as to both the term of matur-
ity and interest rates to prevailing bond market conditions. It is
possible that whatever additional flexibility might be injected into
the timing schedule for sale of the Series B Bonds might result in
substantial savings that would be important to the economic success
of this particular type of program.

Interest rate projections, especially of the short-term variety,
are notoriously hazardous to make. Fortunately, the range in their
fluctuations usually falls within a one-half percent range, or less,
which is unlikely to have a serious impact on a program, even though
quite noticeable as shown in the above table. However, trend changes
of an intermediate term character, such as is now underway, occur far
less frequently, but carry a potential for a range of 1.5 percent or
more. Such trend changes are often forecastable from both technical
and fundamental bases, as was the current one since early February.
Important economic trend conflicts of increasing complexity of the
sort now underway seem likely to become more common in the future
than has been the pattern in recent years, with the markets seemingly
subject to sudden major changes. The table shows that any ability to
modify program timing for the sale of Series B Bonds might produce
some very beneficial effects for the current improvement district
owners as well as the future developers and owners.
Meeting Date: June 12, 2018

SUBJECT: Resolution Amending the Rubbish Collection Charges Pursuant to Agreement with CR&R

REQUESTED ACTION: To adopt a resolution amending the rubbish collection charges (Section 7.16.050 (D) of the Perris Municipal Code) and rescinding Resolution Number 5121.

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION: The Franchise Agreement with CR&R provides that the City of Perris shall automatically adjust the rates charged for CR&R waste collection and disposal services upon receiving notice from CR&R that rates need to be adjusted to reflect changes in the consumer price index and landfill fees.

According to the Bureau of Labor Statistics for the year ending March 2017, the CPI increased by 3.78%. In addition, the County of Riverside has increased their landfill tipping fee by 3.61%. Pursuant to 7.16.050 (D) of the Perris Municipal Code, these increases are passed on to the customers of CR&R through adoption of a resolution.

For residential customers there will be an increase of $1.23 per month beginning July 1, 2018.

The rate increases provided in the attached resolution will take effect on the August 15, 2018 utility bill. 30-day notices were provided to all service area residents.

BUDGET (or FISCAL) IMPACT: None.

Reviewed by:

Assistant City Manager
Director of Finance

Attachments: Resolution
CR&R letter dated April 23, 2018

Consent
RESOLUTION NUMBER___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PERRIS AMENDING RUBBISH COLLECTION
CHARGES AS PERMITTED IN SECTION 7.16.050 (D) OF
THE PERRIS MUNICIPAL CODE AND RESCINDING
RESOLUTION NUMBER 5121.

WHEREAS, the Consumer Price Index has increased by 3.78%; and the
County of Riverside has increased their landfill tipping fees by 3.61%; and

WHEREAS, said increase is necessary to defray these costs by
increasing the rates and charges to the recipient of such services; and

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

Section 1. Pursuant to 7.16.050 (D) of the Perris Municipal Code, the
rates and charges of Chapter 7.16 are adjusted as follows:

"Section 7.16.050 Rubbish Collection, Disposal and Street Sweeping"

1. A monthly charge for rubbish collection, transfer, disposal and
street sweeping services is hereby levied upon each occupied
household and business establishment, in accordance with the
following rates:

(a) Residential

(1) Single family residences, mobile homes, apartments,
condominiums, town homes, bungalow courts, and multiple
residences per dwelling unit, using 100 gallon individual
receptacles.

Monthly Rate: $28.86
(2) Single family residences, mobile homes, apartments, condominiums, town homes, bungalow courts, and multiple residences per dwelling unit, using 60 gallon individual receptacles.

Monthly Rate: $23.58

(3) Additional 100 gallon individual receptacles.

Monthly Rate: $9.87

(4) Additional 60 gallon individual receptacles.

Monthly Rate: $8.54

(b) Commercial and Industrial

(1) Individual receptacles

Once per week pick up: $31.36

(c) Commercial, Industrial, and Multiple Residences

(1) Two cubic yard container
   1 x week $142.28
   2 x week $267.65
   3 x week $393.00
   4 x week $518.37
   5 x week $643.78
   6 x week $769.10

(2) Three cubic yard container
   1 x week $163.58
   2 x week $308.19
   3 x week $452.84
   4 x week $597.43
   5 x week $742.09
   6 x week $886.67
RESOLUTION NUMBER

(d) Other

(1) 10 to 40 cubic yard roll-off container $234.98 + MRF/Landfill fees

(e) Street Sweeping Services

(1) Weekly Commercial, Arterial and Downtown Area

(2) Bi-weekly Residential Area

Included in the Rates listed above.

2. Organic AD Rates

<table>
<thead>
<tr>
<th>Rate Description</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Residential Rate per Home</td>
<td>$2.06</td>
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<tr>
<td>Roll-off Processing Rate</td>
<td>$75.72</td>
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</table>

(a) Commercial, Industrial, and Multi-family residential non-food monthly bin rates (green waste only)

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<tr>
<th>Container Size</th>
<th>Frequency</th>
<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Two cubic yard</td>
<td>1 x week</td>
<td>$174.90</td>
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<tr>
<td>Non-food Establishment</td>
<td>2 x week</td>
<td>$337.88</td>
</tr>
<tr>
<td></td>
<td>3 x week</td>
<td>$500.84</td>
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<td></td>
<td>4 x week</td>
<td>$663.83</td>
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<td></td>
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<td>$826.83</td>
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<tr>
<td></td>
<td>6 x week</td>
<td>$989.78</td>
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</table>

(b) Commercial, Industrial, and Multi-family residential Food monthly bin rates

<table>
<thead>
<tr>
<th>Container Size</th>
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<th>Rate</th>
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</thead>
<tbody>
<tr>
<td>Two cubic yard</td>
<td>1 x week</td>
<td>$228.90</td>
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<tr>
<td>Food Establishment</td>
<td>2 x week</td>
<td>$445.89</td>
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<tr>
<td></td>
<td>3 x week</td>
<td>$662.87</td>
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<td></td>
<td>4 x week</td>
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<td></td>
<td>5 x week</td>
<td>$1,096.86</td>
</tr>
<tr>
<td></td>
<td>6 x week</td>
<td>$1,313.82</td>
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</table>
(c) Commercial, Industrial, and Multi-family residential non-food monthly bin rates (green waste only)

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Rate</th>
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<td>1 x week</td>
<td>$37.73</td>
</tr>
<tr>
<td>2 x week</td>
<td>$75.48</td>
</tr>
<tr>
<td>3 x week</td>
<td>$113.21</td>
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<tr>
<td>4 x week</td>
<td>$150.96</td>
</tr>
<tr>
<td>5 x week</td>
<td>$188.70</td>
</tr>
<tr>
<td>6 x week</td>
<td>$226.43</td>
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</table>

(d) Commercial, Industrial, and Multi-family residential food monthly bin rates

<table>
<thead>
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<th>Frequency</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 x week</td>
<td>$50.61</td>
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<tr>
<td>2 x week</td>
<td>$101.24</td>
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<tr>
<td>3 x week</td>
<td>$151.85</td>
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<tr>
<td>4 x week</td>
<td>$202.46</td>
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<tr>
<td>5 x week</td>
<td>$253.09</td>
</tr>
<tr>
<td>6 x week</td>
<td>$303.70</td>
</tr>
</tbody>
</table>

The new rates shall become effective on July 1, 2018.

Section2. Resolution Number 5121 is hereby rescinded per the effective dates stated in Section 1.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar
STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) §
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number______was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 12th day of June, 2018, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:
April 23, 2018

Ms. Jennifer Erwin
Director of Finance
City of Perris
101 North "D" Street
Perris, CA 92570

Re: Annual Consumer Price Index Adjustment

Dear Ms. Erwin,

Pursuant to Exhibit "E" of our current agreement to provide Solid Waste and Recycling Services to the City of Perris, CR&R Incorporated respectfully submits the attached information which outlines our Annual Rate Adjustment request for fiscal year 2018-2019. As you may be aware, there is a condition in our current contract which states that the rates illustrated in Exhibit “E” shall be adjusted annually to reflect the change in the Consumer Price Index (CPI) as well as changes to the County of Riverside landfill tipping fees.

This correspondence, as well as the attached exhibits and spreadsheets, outline our current and proposed rates for both residential and commercial customers located within the City of Perris.

In reviewing the data from the Bureau of Labor Statistics (BLS) for March 2017 through March 2018, the CPI has increased by 3.78%. In addition, the County of Riverside’s Waste Management Department has indicated that they will adjust their disposal rate by 3.61% from $29.08 per ton to $30.13 per ton. Therefore, based upon the data supplied by both the BLS and the County of Riverside, we have prepared the attached rates schedules which pass these adjustments through to the various rates. We have also prepared a new Resolution to reflect the incremental increases that would become effective July 1, 2018. For your convenience, we can email this new resolution as well.

After these adjustments are applied, the new rate for standard residential service will increase from $27.63 per month to $28.86 per month; an increase of 4.5% or 1.23 cents per month. Your typical 3 cubic yard commercial bin will increase from $157.51 per month to $163.58 per month; an increase of 3.9% or $6.07 per month. These are minimum increases which help to defray our increased cost of operations and maintain the level of service your community has come to expect.
We sincerely appreciate and respect our long standing relationship with the City of Perris as well as the opportunity that we have had to be of service to your residents and businesses. It has truly been, and continues to be, a privilege to be of service to your City. Please do not hesitate to call if you have any questions or comments. We look forward to any further assistance that we can provide.

Sincerely,

J. Alex Braicovich
Senior Regional V.P.

Attachments
## RISK ADJUSTMENT

<table>
<thead>
<tr>
<th>Service Component</th>
<th>New Risk</th>
<th>Previous Risk</th>
<th>CPI (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CPI (March)</td>
<td>256.156</td>
<td>254.325</td>
</tr>
<tr>
<td></td>
<td>CUR (1/1/2018)</td>
<td>254.156</td>
<td>254.325</td>
</tr>
</tbody>
</table>

### Labor Component

<table>
<thead>
<tr>
<th>Rate of Change</th>
<th>Previous</th>
<th>Proposed</th>
<th>Net % Change</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rate per Ton</td>
<td>2.07%</td>
<td>2.05%</td>
<td>1.00%</td>
</tr>
<tr>
<td>Change</td>
<td>0.02%</td>
<td>0.01%</td>
<td>0.5%</td>
</tr>
<tr>
<td>Rate per Mile</td>
<td>1.05%</td>
<td>1.03%</td>
<td>1.97%</td>
</tr>
<tr>
<td>Change</td>
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### Franchise Fee Component

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### CPI

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<td>Rate per Mile</td>
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*Provided by County Waste Management Dept.*

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* RIVERSIDE COUNTY SPLIT ON ITS OWN INDEX AS OF JAN 2018 (CURNASABSAG)
## Databases, Tables & Calculators by Subject

**Change Output Options:**
- From 2008
- To 2018
- Include graphs
- Include annual averages

**Data extracted on:** April 13, 2018 (4:19:17 PM)

**CPI-All Urban Consumers (Current Series)**

**Series Id:** CUUR545SA40
- Not Seasonally Adjusted

**Series Title:** All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
- Area: Los Angeles-Long Beach-Anaheim, CA
- Item: All items
- Base Period: 1982-84=100

**Download:** [ZIP file]

### 12-Month Percent Change

**Series Id:** CUUR545SA40
- Not Seasonally Adjusted

**Series Title:** All items in Los Angeles-Long Beach-Anaheim, CA, all urban consumers, not seasonally adjusted
- Area: Los Angeles-Long Beach-Anaheim, CA
- Item: All items
- Base Period: 1982-84=100

**Download:** [ZIP file]

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</table>
DATE: February 28, 2018

TO: Riverside County Waste Management – Waste Delivery Agreement Contracts

FROM: Sandra Green – Assistant General Manager
Riverside County Waste Management Department

RE: Disposal Fee Increase – FY 2018/2019

The Riverside County Department of Waste Resources (Department) is responsible for assuring that there is, and will be in the future, sufficient and accessible landfill space to properly serve the population of the County in its disposal needs. To fulfill this mandate, the Department continually maintains and expands County landfill sites, and encourages, supports and develops recycling programs that minimize the dependence on landfill disposal facilities.

Due to sustained increases in labor expenses, capital improvement costs, and overhead, an increase in disposal rates is essential to allow for continued and improved services. This letter serves as a notice that subject to approval by the Riverside County Board of Supervisors, landfill disposal rates will increase in FY 18/19 by the Consumer Price Index (CPI), which is 3.61% for calendar year 2017. If approved, the new rates will become effective for tonnage deliveries starting on July 1, 2018.

The Department is also proposing an increase to the current rate for processed green waste used as Alternative Daily Cover (ADC) from $17.00 per ton to $24.00 per ton. As you are aware, AB 1594 will eliminate the diversion benefit that currently exists by 2020 and ADC placed in the landfill will constitute disposal. Our goal is to gradually increase the ADC rate to equal the disposal rate (currently $37.94 per ton) between now and FY 20/21. While the use of ADC in the landfill system has been significantly reduced over the last several years due to the increased use of tarps to cover waste (17,000 tons in 2016, 14,000 tons in 2017), any additional revenue generated by the increase will be allocated to the Department’s ongoing advancement of organics processing within Riverside County. Processed green waste used as erosion control at the landfills will continue to be charged at the $10 per ton rate for the foreseeable future, as it provides a beneficial use to the landfill system.

Thank you for your past cooperation and support. We appreciate your careful consideration and understanding of the matter.

SG: sg

cc: Greg Reyes, LEA
Meeting Date: June 12, 2018

SUBJECT: Biennial Conflict of Interest Code Review

REQUESTED ACTION: That the City Council direct staff to review the Conflict of Interest Code and submit a report identifying necessary revisions to the code reviewing body pursuant to Government Code § 87306.5.

CONTACT: Judy L. Haughney, Assistant City Clerk

BACKGROUND/DISCUSSION:

Pursuant to California Government Code § 87306.5, the Political Reform Act requires that no later than July 1 of each even-numbered year, the code reviewing body shall direct every local agency which has adopted a Conflict of Interest Code to review its Conflict of Interest Code and, if a change in its code is necessitated by changed circumstances, submit an amended Conflict of Interest Code to the code reviewing body. The City’s Conflict of Interest Code was last amended on August 30, 2016, and is due for review.

The proposed action will direct Staff to review the Conflict of Interest Code, and submit a report to the City Council identifying changes to the Code, including, but not limited to, all new positions designated pursuant to the related Government Code, changes in the list of reportable sources of income, and relevant changes in the duties assigned to existing positions.

It is recommended that the City Council approve the proposed action in compliance with the provisions of the Political Reform Act.

BUDGET (or FISCAL) IMPACT:

None

Prepared by: Judy Haughney, Assistant City Clerk
Reviewed by:
City Attorney
Assistant City Manager
Finance Director

Attachments: None

Consent: X
Public Hearing:
Business Item:
SUBJECT: Award of Bid to Greer's Contracting and Concrete Inc., for $163,900, and Authorize City Manager to enter into contract with Greer's Contracting & Concrete Inc. for the construction of the Motlagh Fitness Court.

REQUESTED ACTION: That the City Council award a contract to Greer's Contracting and Concrete Inc., for a total bid of ($163,900.00) for the construction of the Motlagh Fitness Court at Paragon Park; including a project contingency of up to 10% of the contract amount ($163,900.00).

CONTACT: Isabel Carlos, Director of Administrative Services

BACKGROUND/DISCUSSION:
On November 28, 2017, the City Council approved funding for the construction of the Motlagh Fitness Court Project in partnership with the National Fitness Campaign (NFC). The Motlagh Fitness Court Project ("Fitness Court") consists of the construction of an outdoor fitness court equipped with exercise equipment for seven fitness stations, ADA accessibility, and miscellaneous related improvements. On April 24, 2018, the City Council approved the construction location of the Fitness Court at Paragon Park. Staff subsequently retained architectural services to prepare construction drawings and secured project management services.

The project was advertised for public bid on May 18, 2018. Bids from a total of one (1) bidder was received through Active Bidder on June 1, 2018, with a bid placed at $163,900.00; as shown in the attached bid summary. The bid was submitted by Greer's Contracting and Concrete Inc. References provided by Greer's Contracting and Concrete Inc. were contacted and the contractor's work was found to be satisfactory. A copy of their proposal is attached with this report. The total project budget will be $200,000.00, which will include construction and architectural management, and contingencies.

Respectfully, Staff recommends that City Council award a contract to Greer's Contracting and Concrete Inc. for a total bid of $163,900.00 for the construction of the Motlagh Fitness Court.

BUDGET (or FISCAL) IMPACT: This project was approved as Capital Improvement Project F046 and there is sufficient funding for construction. Funding for the Motlagh Fitness Court project was previously approved at $130,000. Additional funding of $70,000 has been allocated to this project from Tri-Lake Consultants.

Prepared by: Lynnley Huey, Program Assistant

Reviewed by:
Assistant City Manager, Darren Madkin
Director of Finance, Jennifer Erwin

Attachments: Bid Summary
Contract proposal from Greer's Contracting and Concrete Inc.

Consent Item: X
## MOTLAGH FITNESS COURT PROJECT

**Post Date:** 05/19/2010 09:38 PDT  
**Due Date:** 06/06/2010 before 12:00 PDT  
**Estimated Value:** $130,000

### Results / 1 total

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<td>Greers Contracting &amp; Concrete Inc.</td>
<td>21490 Garfield Rd, Perris, CA 92570</td>
<td>951-233-6439</td>
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<td>06/06/2018 11:05:20</td>
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1) Motlagh Fitness Court Project

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1) Motlagh Fitness Court Project

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Subtotal | $89,800

TOTAL BID

Subtotal

Project Total | $163,900
CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
MOTLAGH FITNESS COURT PROJECT

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this _____ day of ____________, 2018, by between the CITY OF PERRIS, a municipal corporation, (herein "City") and Greer's Contracting & Concrete Inc. (herein "Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICE OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: MOTLAGH FITNESS COURT PROJECT Plans and Specifications and Information for Bidders, Special Provisions, which are incorporated by this reference as though set forth in full herein; and the applicable State or Federal Prevailing Wage General Decision(s) which are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall furnish all tools, equipment, services, apparatus, facilities, transportation, labor, building/encroachment permits, disposal and materials necessary and reasonably incidental to create Motlagh Fitness Court Project at Paragon Park located on 264 Spectacular Bid St. Perris, CA 92570, and miscellaneous related improvements in Perris, CA in strict accordance with improvements plans and Specification. Contractor warrants that all work and services set forth in the Scope of Service will be performed in a competent, professional and satisfactory manner.

1.3 Incorporation of and Compliance With State, Federal and Local Law.

All applicable State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions required to be contained in public works contracts which are not specifically referenced in the Agreement are incorporated herein by this reference. The Contractor is responsible for and has an independent duty to be familiar with all State of California, Federal, and local laws, statutes, rules, regulations, orders, determinations, and resolutions related to, pertaining to, and/or associated with the work and services to be provided under the Agreement. All work and services rendered hereunder shall be provided in accordance with all laws, statutes, rules, regulations, orders, determinations, and resolutions of the City and any Federal, State or local governmental agency of competent jurisdiction.
1.4 Licenses, Permits, Fees and Assessments.

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

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustments in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, “Bid Form,” of the Specification. City and Contractor agree that City may seek additional cost estimates from third party contractor’s to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor’s to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I “Procedural Documents,” Section CO of the Specification. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred twenty (120) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of One hundred sixty-three thousand, nine hundred and 00/100 dollars ($163,900.00), in accordance with Section GP and Section SP, “General Provisions” and “Special Provisions,” respectively of Moltha Fitness Center project Specifications and Information for bidders.

2.2 Method of Payment.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice. In accordance with Section GP and Section SP, “General Provisions” and
Motlagh Fitness Center project Specifications and Information for bidders; and upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City’s normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the labor compliance officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the project manager or labor compliance officer. A retention of five percent (5%), unless otherwise directed by the project manager shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the project manager or labor compliance officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus five (5%) percent retention). The final retention payment shall be issued following 45 days from the filing of the Notice of Completion, unless otherwise directed by the labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

John Greer, designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.

3.2 Contract Officer.

City Manager, is hereby designated as being the representative the City authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith (“Contract Officer”). The City Manager of City shall have the right to designate another Contract Officer at any time.
3.3 Prohibition Against Subcontracting or Assignment.

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

3.4 Independent Contractor.

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

4.0 INSURANCE, INDEMNIFICATION AND BONDS

4.1 Insurance.

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance written on a per occurrence basis with a combined single limit of at least $2,000,000 bodily injury and property damage including coverage for contractual liability, personal injury, independent contractors, broad form property damage, products and completed operations. The Commercial General Liability Policy shall name the City of Perris, California, its officers, employees and agents as additional insured in accordance with standard ISO additional insured endorsement form CG2010(1185) or equivalent language.

(b) Worker’s Compensation Insurance. A policy of worker’s compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City against any loss, claim or damage arising from any injuries or occupational diseases carrying out the work or service contemplated in this Agreement.

(c) Business Automobile Insurance. A policy of business automobile liability insurance written on a per occurrence basis with a single limit liability in the amount of $1,000,000 bodily injury and property damage. Said policy shall include coverage for owned, non-owned, lease and hired cars.

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

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

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

4.2 Indemnification.

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

(b) Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation and contribution against any Indemnities with respect to those Claims as to which such Indemnities is indemnified under Section
4.2(a) above, except for such Claims which are the result of such indemnities’ willful misconduct.

(c) In the event the City and its officers, agents or employees are made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the negligent performance of or failure to perform the work, operations or activities of Contractor hereunder, Contractor agrees to pay to the City and its officers, agents or employees, any and all costs and expenses incurred by the City, and its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys’ fees.

4.3 Sufficiency of Insurer or Surety.

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

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

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

5.0 TERM

5.1 Time For Completion and Liquidated Damages.

The work for the Motlagh Fitness Court Project shall commence on the 16th day of July, 2018 and shall be completed within Forty Five days (45) calendar days from and after said date. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to $500.00 (five hundred dollars) for each and every day after the permitted time if the work is not completed to the City’s satisfaction.

5.2 Force Majeure.

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

5.3 Termination for Default of Contractor.

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

If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

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

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

5.4 Resolution of Contractor Construction Claims.

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

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

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

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

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

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

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

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

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

Statement of Equal Opportunity Clause

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

(b) Contractor will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

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

City

City of Perris
101 N. “D” Street
Perris, CA 92570
ATTN: City Manager

Contractor

Greer’s Contracting & Concrete Inc. License # 905082
21490 Garfield Road
Perris, CA 92570
ATTN: John Greer

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

Contractor shall maintain and keep books and records on a current basis, recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principals. Said books and records shall be made available to the City of Perris, the State Auditor of California, the Federal Government and to any authorized representatives thereof for purposes of audit at all reasonable times and places. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least five (5) years after the final payment is received by the Contractor.

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said
8.5 **Prevailing Wages**

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

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

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

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

8.7 **Interpretation**

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

8.8 **Integration; Amendment**

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

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

8.10 **Corporate Authority**

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

[End – Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

ATTEST:

Nancy Salazar, City Clerk

Richard Belmonte,
City Manager

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:
Greer's Contracting & Concrete Inc.
21490 Garfield Road
Perris, CA 92570

John Greer
BACKGROUND/DISCUSSION: City beautification is a City Council established priority and the Public Works Department is committed to keeping the City Streets, Right of Ways, and public areas clear of debris, weeds and overgrown vegetation. On February 2018, the Public Works Committee was briefed on the need for a new Skid Steel Heavy equipment vehicle. Staff is recommending the purchase of a Caterpillar Model 262D Skid Steer Loader. Staff solicited quotes from local dealers and received response from Caterpillar offering vehicle models with the appropriate options needed. Caterpillar’s Model 262D Skid Steer Loader offered the best combination of function and value and is consistent with current Public Works inventory of Caterpillar equipment.

It is recommended that the City Council approve the purchase of a Caterpillar Model 262D Skid Steer Loader from Johnson Cat of Riverside.

BUDGET (or FISCAL) IMPACT:
There are sufficient funds available in the Public Works 2017-18 budget for the purchase of this equipment. The total purchase amount will not exceed $80,000 including necessary attachments.

Reviewed by:

Assistant City Manager
Director of Finance

Attachments: Proposals
Consent:
Features:
The Cat® 262D Skid Steer Loader, with its vertical lift design, delivers extended reach and lift height for quick and easy truck loading. Its stability and lifting performance provides excellent material handling. The 262D features the following:

- **Industry leading sealed and pressurized cab option** provides a cleaner and quieter operating environment with excellent work tool visibility.
- **Available high-back, heated, air ride seat with seat mounted adjustable joystick controls** makes the D Series the industry leader in operator comfort.
- **High performance power train** provides maximum performance and production capability through the Electronic Torque Management system, optional two speed travel and an industry exclusive electronic hand/foot throttle with decel pedal capability.
- **High Flow XPS hydraulic system** is available for applications that demand maximum hydraulic work tool performance.

- **Electronically controlled Cat C3.3B engine** provides high horsepower and torque while meeting U.S. EPA Tier 4 Final (EU Stage IIIB) emission standards.
- **Cat “Intelligent Leveling” system (ILEV)** provides industry leading technology, integration and optional features such as dual direction self level, work tool return to dig and work tool positioner.
- **Speed Sensitive Ride Control option** improves operation on rough terrain, enabling better load retention, increased productivity and greater operator comfort.
- **Maximize machine capability and control** with optional Advanced Display providing on-screen adjustments for implement response, hystrat response and creep control. Also features multi-language functionality with customizable layouts, security system and rearview camera.
- **Ground level access** to all daily service and routine maintenance points helps reduce machine downtime for greater productivity.
- **Broad range of performance matched Cat Work Tools** make the Cat Skid Steer Loader the most versatile machine on the job site.

### Specifications

#### Engine

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<tr>
<th>Engine Model</th>
<th>Cat C3.3B DIT (turbo)</th>
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<tbody>
<tr>
<td>Gross Power SAE J1995</td>
<td>55.4 kW (74.3 hp)</td>
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<tr>
<td>Net Power SAE 1349</td>
<td>54.4 kW (72.9 hp)</td>
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<tr>
<td>Net Power ISO 9249</td>
<td>54.9 kW (73.7 hp)</td>
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<tr>
<td>Peak Torque at 1,500 rpm SAE J1995</td>
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<td>Displacement</td>
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<td>Bore</td>
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#### Hydraulic System

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<thead>
<tr>
<th>Hydraulic System</th>
<th>Hydraulic Row - Standard:</th>
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<tbody>
<tr>
<td>Loader Hydraulic Pressure</td>
<td>23,000 kPa (3,335 psi)</td>
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<tr>
<td>Loader Hydraulic Flow</td>
<td>86 L/min (23 gal/min)</td>
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<tr>
<td>Hydraulic Power (calculated)</td>
<td>33 kW (44 hp)</td>
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<table>
<thead>
<tr>
<th>Hydraulic System</th>
<th>Hydraulic Row - High Flow XPS:</th>
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<tbody>
<tr>
<td>Maximum Loader Hydraulic Pressure</td>
<td>28,000 kPa (4,061 psi)</td>
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<tr>
<td>Maximum Loader Hydraulic Flow</td>
<td>121 L/min (32 gal/min)</td>
</tr>
<tr>
<td>Hydraulic Power (calculated)</td>
<td>57 kW (76 hp)</td>
</tr>
</tbody>
</table>

#### Weights*

| Operating Weight | 3634 kg (8,011 lb) |

#### Power Train

<table>
<thead>
<tr>
<th>Travel Speed (Forward or Reverse):</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Speed</td>
</tr>
<tr>
<td>Two Speed Option</td>
</tr>
</tbody>
</table>

#### Operating Specifications*

| Rated Operating Capacity | 1225 kg (2,700 lb) |
| Rated Operating Capacity with Optional Counterweight | 1338 kg (2,950 lb) |
| Tipping Load | 2449 kg (5,400 lb) |
| Breakout Force, Tip Cylinder | 3338 kg (7,355 lb) |

#### Cab

<table>
<thead>
<tr>
<th>Cab</th>
<th>ISO 3471:2008</th>
</tr>
</thead>
<tbody>
<tr>
<td>RDPS</td>
<td>ISO 3449:2005 Level I</td>
</tr>
<tr>
<td>FOPS</td>
<td>ISO 3449:2005 Level II</td>
</tr>
</tbody>
</table>

#### Service Refill Capacities

| Chain Box, each side | 12.7 L (3.3 gal) |
| Cooling System | 14 L (3.7 gal) |
| Engine Crankcase | 11 L (3.0 gal) |
| Fuel Tank | 94 L (24.8 gal) |
| Hydraulic System | 52 L (13.7 gal) |
| Hydraulic Tank | 39 L (10.3 gal) |
### Dimensions*

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Value (mm)</th>
<th>Value (in)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Wheelbase</td>
<td>1249</td>
<td>49.2</td>
</tr>
<tr>
<td>2</td>
<td>Length without Bucket</td>
<td>2995</td>
<td>117.9</td>
</tr>
<tr>
<td>3</td>
<td>Length with Bucket on Ground</td>
<td>3714</td>
<td>146.2</td>
</tr>
<tr>
<td>4</td>
<td>Height to Top of Cab</td>
<td>2110</td>
<td>83.1</td>
</tr>
<tr>
<td>5</td>
<td>Maximum Overall Height</td>
<td>4006</td>
<td>157.8</td>
</tr>
<tr>
<td>6</td>
<td>Bucket Pin Height at Maximum Lift</td>
<td>3172</td>
<td>124.9</td>
</tr>
<tr>
<td>7</td>
<td>Bucket Pin Height at Carry Position</td>
<td>200</td>
<td>7.9</td>
</tr>
<tr>
<td>8</td>
<td>Reach at Maximum Lift and Dump</td>
<td>786</td>
<td>30.9</td>
</tr>
<tr>
<td>9</td>
<td>Clearance at Maximum Lift and Dump</td>
<td>2380</td>
<td>93.7</td>
</tr>
<tr>
<td>10</td>
<td>Ground Clearance</td>
<td>226</td>
<td>8.9</td>
</tr>
<tr>
<td>11</td>
<td>Departure Angle</td>
<td>26°</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Bumper Overhang behind Rear Axle</td>
<td>1083</td>
<td>42.6</td>
</tr>
<tr>
<td>13</td>
<td>Maximum Dump Angle</td>
<td></td>
<td>51°</td>
</tr>
<tr>
<td>14</td>
<td>Vehicle Width over Tires</td>
<td>1676</td>
<td>66</td>
</tr>
<tr>
<td>15</td>
<td>Turning Radius from Center – Machine Rear</td>
<td>1805</td>
<td>71.1</td>
</tr>
<tr>
<td>16</td>
<td>Turning Radius from Center – Coupler</td>
<td>1401</td>
<td>55.2</td>
</tr>
<tr>
<td>17</td>
<td>Turning Radius from Center – Bucket</td>
<td>2181</td>
<td>86.9</td>
</tr>
<tr>
<td>18</td>
<td>Maximum Reach with Arms Parallel to Ground</td>
<td>1293</td>
<td>50.9</td>
</tr>
<tr>
<td>19</td>
<td>Rack Back Angle at Maximum Height</td>
<td></td>
<td>84°</td>
</tr>
<tr>
<td>20</td>
<td>Bucket Pin Reach at Maximum Lift</td>
<td>393</td>
<td>15.5</td>
</tr>
</tbody>
</table>

*Operating Weight, Operating Specifications and Dimensions all based on 75 kg (165 lb) operator, all fluids, one speed, COPS, 1676 mm (66 in) dirt bucket, Cat PC 12 x 16.5 tires, standard flow hydraulics, mechanical suspension seat, no optional counterweights and manual quick coupler (unless otherwise noted).
MANDATORY EQUIPMENT
- Hydraulics, Standard or High Flow XPS
- Quick Coupler, Mechanical or Electric
- Seat Belt, 50 mm (2 in) or 75 mm (3 in)
- Power Train: One Speed, One Speed with Ride Control, Two Speed or Two Speed with Ride Control

PERFORMANCE PACKAGE (must select one of the following)
- Performance Package H1: Standard Flow Hydraulics (No Self Level)
- Performance Package H2: Standard Flow, Dual Direction Electronic Self Level (Raise and Lower), Electronic Snubbing (Raise and Lower)
- Performance Package H3: High Flow XPS, Dual Direction Electronic Self Level (Raise and Lower), Electronic Snubbing (Raise and Lower)

COMFORT PACKAGE (must select one of the following)
- Open ROPS (C0): Static Seat (No Foot Throttle, Headliner, Heater or Door)
- Open ROPS (C1): Foot Throttle, Headliner, Cup Holder, and choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) (No Heater or Door)
- Enclosed ROPS with Heater (C2): Foot Throttle, Headliner, Heater and Defroster, Side Windows, Cup Holder, Radio Ready, choice of Seat (Mechanical Suspension or High Back, Heated, Air Ride Seat) and Door (Glass or Polycarbonate)
- Enclosed ROPS with A/C (C3): C2 + Air Conditioner

STANDARD EQUIPMENT

ELECTRICAL
- 12 volt Electrical System
- 80 ampere Alternator
- Ignition Key Start/Stop Switch
- Lights: Gauge Backlighting, Two Rear Tail Lights, Two Rear Halogen Working Lights, Two Adjustable Front Halogen Lights, Dome Light
- Backup Alarm
- Heavy Duty Battery, 880 CCA

OPERATOR ENVIRONMENT
- Gauges: Fuel Level, Hour Meter
- Adjustable Vinyl Seat
- Fold In Ergonomic Contoured Armrest
- Control Interlock System, when operator leaves seat or armrest raised: Hydraulic System Disables, Hydrostatic Transmission Disables, Parking Brakes Engages
- ROPS Cab, Open, Tilt Up
- FOPS, Level I
- Top and Rear Windows
- Floor Mat
- Interior Rearview Mirror
- 12 volt Electric Socket
- Horn
- Hand (Dial) Throttle, Electronic
- Adjustable Joysticks Controls
- Anti-theft Security System with 6-button Keypad
- Storage Compartment with Netting

POWER TRAIN
- Cat C33B, Turbo Diesel Engine, Meeting U.S. EPA Tier 4 Final (EU Stage IIIIB) Emission Standards
- Air Cleaner, Dual Element, Radial Seal
- S-O-S™ Sampling Valve, Hydraulic Oil
- Filters, Cartridge-type, Hydraulic
- Filters, Cartridge-type, Fuel and Water Separator
- Radiator/Hydraulic Oil Cooler (side-by-side)
- Spring Applied, Hydraulically Released Parking Brakes
- Hydrostatic Transmission
- Four Wheel Chain Drive

OTHER
- Engine Enclosure, Lockable
- Extended Life Antifreeze, −37°C (−34°F)
- Machine Tie Down Points (6)
- Support, Lift Arm
- Hydraulic Oil Level Sight Gauge
- Radiator Coolant Level Sight Gauge
- Radiator, Expansion Bottle
- Cat ToughGuard™ Hose
- Auxiliary, Hydraulics, Continuous Flow
- Heavy Duty, Flat Faced Quick Disconnects with Integrated Pressure Release
- Split D-Ring to Route Work Tool Hoses Along Side of Left Lift Arm
- Electrical Outlet, Beacon
- Belly Pan Cleanout
- Variable Speed Demand Fan

OPTIONAL ATTACHMENTS
- External Counterweights
- Beacon, Rotating
- Engine Block Heater − 120V
- Oil, Hydraulic, Cold Operation
- Paint, Custom
- Heavy Duty Battery, 1,000 CCA
- ProductLink™, Cellular
- Advanced Display: Rearview Camera Included
- Work Tool Return to Dig and Work Tool Positioner
- Bluetooth Radio with Microphone (AM/FM/Weather Band Receiver with USB and Auxiliary Input Jack)
August 27, 2015

CITY OF PERRIS PUBLIC WORKS DEPARTMENT
1015 SOUTH G ST
PERRIS, CA
92570

Ignacio,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

One (1) New CATERPILLAR Model: 262D Skid Steer Loader with all standard equipment in addition to the additional specifications listed below:

STOCK NUMBER: JM11725    SERIAL NUMBER: ODTB03930    YEAR: 2015    SMU: 0

We wish to thank you for the opportunity of quoting on your equipment needs. This quotation is valid for 30 days, after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

Travis Rowberry
Machine Sales Representative
Rowberry_Travis@johnson-machinery.com
(951)205-8531
One (1) New CATERPILLAR Model: 262D Skid Steer Loader with all standard equipment in addition to the additional specifications listed below:

Standard Equipment

POWERTRAIN

Cat C3.3B Diesel Engine
- Gross Horsepower per SAE J1349
  74.3 hp (55.4 kW) @ 2400 RPM
- EPA Tier 4f and EU Stage IIIB
  Certified with Aftertreatment
- Electric Fuel Priming Pump
- Glow plugs Starting Aid
- Liquid Cooled, Direct Injection
Air Cleaner, Dual Element, Radial Seal
S-O-S Sampling Valve, Hydraulic Oil
Filter, Cartridge Type, Hydraulic
Filter, Cartridge Type, Fuel and Water Separator
Radiator / Hydraulic Oil
Cooler (side-by-side)
Spring Applied, Hydraulically Released, Parking Brakes
Hydrostatic Transmission
Four Wheel Chain Drive

HYDRAULICS

Standard Flow Auxiliary Hydraulics with Continuous Flow

CONTROLS:

Electro/Hydraulic Implement Control, RH
Electro/Hydraulic Hydrostatic Transmission Control, LH

ELECTRICAL

12 Volt Electrical System
80 Ampere Alternator
Ignition Key Start / Stop / Aux Switch
Lights - Gauge Backlighting
- Two Rear Tail Lights
- Two Rear Halogen Working Lights
- Two Adjustable Front Halogen Lights
- Dome Light
Backup Alarm
Heavy Duty Battery, 880 CCA
Electrical Outlet, Beacon

OPERATOR ENVIRONMENT

Gauges:
- Fuel Level
- Hour Meter
Operator Warning System Indicators:
- Air Filter Restriction
- Alternator Output
- Armrest Raised / Operator Out of Seat
- Engine Coolant Temperature
- Engine Oil Pressure
- Glow Plug Activation
- Hydraulic Filter Restriction
- Hydraulic Oil Temperature
- Park Brake Engages
- Engine Emission System
Storage compartment with netting
Adjustable Vinyl Seat
Ergonomic Contoured Armrest
Adjustable Joystick Controls
Control Interlock System, when Operator Leaves Seat or Armrest Raised:
  - Hydraulic System Disables
  - Hydrostatic Transmission Disables
  - Parking Brake Engages
ROPS Cab, Open, Tilt Up
Anti-theft Security System w/6-button keypad
FOPS, Level I
Top and Rear Windows
Floormat
Interior Rear View Mirror
12V Electric Socket
Horn
Hand (Di) Throttle, Electronic
FRAMES

Lift Linkage, Vertical Path
Chassis, One Piece Welded
Machine Tie Down Points (4)

Belly Pan Cleanout
Support, Lift Arm
Rear Bumper, Welded

OTHER STANDARD EQUIPMENT

Engine Enclosure - Lockable
Extended Life Antifreeze (-37C, -34F)
Coupler, Mechanical
Hydraulic Oil Level Sight Gauge
Radiator Coolant Level Sight Gauge
Radiator Expansion Bottle
Cat Tough Guard Hose
Heavy Duty Flat Faced Quick Disconnects

with Integrated Pressure Release
Split D-Ring to Route Work Tool Hoses
Along Side of Left Lift Arm
Variable Speed Hydraulic Cooling Fan
Per SAE J818-2007 and EN 474-3:2006 and
ISO 14397-1:2007
Rated Operating Capacity:
- 2700 lb (1225 kg)
<table>
<thead>
<tr>
<th>MACHINE SPECIFICATIONS</th>
<th>Code</th>
</tr>
</thead>
<tbody>
<tr>
<td>262D SSL TIER 4 FINAL HRC</td>
<td>345-5262</td>
</tr>
<tr>
<td>LANE 2 ORDER</td>
<td>0P-9002</td>
</tr>
<tr>
<td>CONVERSION ARRANGEMENT</td>
<td>345-5911</td>
</tr>
<tr>
<td>INSTRUCTIONS, ANSI, NACD</td>
<td>388-8147</td>
</tr>
<tr>
<td>TWO SPEED WITH RIDE CONTROL</td>
<td>345-4929</td>
</tr>
<tr>
<td>FILM, RIDE CONTROL, ANSI</td>
<td>422-3445</td>
</tr>
<tr>
<td>ROPS, ENCLOSED WITH A/C (C3)</td>
<td>345-4919</td>
</tr>
<tr>
<td>SEAT, AIR SUSPENSION, CLOTH, HEAT</td>
<td>345-6359</td>
</tr>
<tr>
<td>DOOR, CAB, POLYCARBONATE</td>
<td>345-6260</td>
</tr>
<tr>
<td>RADIO READY</td>
<td>345-6175</td>
</tr>
<tr>
<td>BATTERY, HEAVY DUTY, 880 CCA</td>
<td>361-6386</td>
</tr>
<tr>
<td>SEAT BELT, 3&quot;</td>
<td>258-4096</td>
</tr>
<tr>
<td>TIRES, 12X16.5 10PR CAT</td>
<td>165-8866</td>
</tr>
<tr>
<td>QUICK COUPLER, ELECTRIC</td>
<td>345-4744</td>
</tr>
<tr>
<td>INSTRUCTIONS, ENGLISH</td>
<td>233-5913</td>
</tr>
<tr>
<td>COUNTERWEIGHT, MACHINE, EXTERNAL</td>
<td>345-5148</td>
</tr>
<tr>
<td>PACK, DOMESTIC TRUCK</td>
<td>0P-0210</td>
</tr>
<tr>
<td>DISPLAY, ADVANCED, LCD, CAMERA</td>
<td>416-9265</td>
</tr>
<tr>
<td>PACKAGE, PERFORMANCE, H3 (HIGH FLOW)</td>
<td>345-5455</td>
</tr>
</tbody>
</table>
SELL PRICE

CA SALES TAX (8%)

AFTER TAX BALANCE

$51,619.20

$4,129.54

$55,748.74

WARRANTY

Standard Warranty: 12 Month / Unlimited Hour Full Machine

F.O.B/TERMS: Riverside, California

New Caterpillar equipment shall be delivered and initially used in Riverside or San Bernardino County

Accepted by _____________________________ on _____________________________

Signature

ADDITIONAL OPTIONS TO BE ADDED AT BUYERS REQUEST

<table>
<thead>
<tr>
<th>Option Description</th>
<th>Code</th>
<th>Additional Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>BUCKET-GP, W/BO EDGE 72&quot;</td>
<td>279-5373</td>
<td>ADD $1,456.00 Intl.</td>
</tr>
<tr>
<td>FORKS, 48&quot; PALLET W/ CARRIAGE</td>
<td>353-1697</td>
<td>ADD $962.00 Intl.</td>
</tr>
<tr>
<td>BRUSHCUTTER, BR272, 72&quot; HF</td>
<td>424-0435</td>
<td>ADD $5,934.00 Intl.</td>
</tr>
<tr>
<td>BROOM, PICKUP, BP118C</td>
<td>448-5690</td>
<td>ADD $6,122.00 Intl.</td>
</tr>
<tr>
<td>T9B TRENCHER, HYD. 6&quot; COMBO</td>
<td>241-4254</td>
<td>ADD $6,758.00 Intl.</td>
</tr>
<tr>
<td>36 MONTH/3,000 HOUR PREMIER EXTENDED WARRANTY</td>
<td></td>
<td>ADD $2,525.23 Intl.</td>
</tr>
</tbody>
</table>
SUBJECT: Award of a one year contract to Social Work Action Group for Fiscal Year 2018-2019 Homeless Services in the City of Perris

REQUESTED ACTION: That the City Council, acting as the Board of the Perris Housing Authority, approve a contract services agreement with Social Work Action Group (SWAG) for Homeless Services not to exceed $124,692.00.

CONTACT: Sabrina Chavez, Director of Community Services and Housing

BACKGROUND:
In FY 2014-2015 and FY 2015-2016 Path of Life Ministries (POLM) was awarded federal Community Development Block Grant (CDBG) funds for Homeless Outreach services which included street outreach, case management, referrals, community shelter bed nights and transportation vouchers. Additionally, POLM received Housing Authority housing funds for Homeless Outreach during FY 2016-2017 and FY 2017-2018.

Currently, the need for full-time homeless services in the City of Perris has been recognized. The Parks and Recreation Sub-Committee was briefed on this need. Staff requested and received three proposals for increased, full-time homeless services to be provided in the City during Fiscal Year 2018-2019. Based on the level of increased services, additional staffing, and proposed costs, the most responsive bid was submitted by Social Work Action Group (SWAG) in the amount of $124,692.00.

DISCUSSION:
In 2013, SB 341 was signed into law providing clarification of the housing provisions of the Community Redevelopment Law; and the functions and powers of entities assuming the housing functions of former redevelopment agencies (“Housing Successor”). The Perris Housing Authority is the designated Housing Successor of the former Perris Redevelopment Agency. SB 341 specifically addresses the expenditure of housing funds which are to be spent in the following priority:

1. Enforceable Obligations – Meeting enforceable housing obligations listed on the Perris Recognized Obligation Payments Schedule (“ROPS”)

2. Enforcement of Affordability Covenants and Administrative Costs - Costs to monitor and preserve affordability covenants and other administrative costs limited, per fiscal year, to $200,000 or two percent (2%) of the statutory value of real property and loans and grants receivables of the Housing Successor, whichever is greater.

3. Homeless Prevention and Rapid Rehousing Services - Up to $250,000 per fiscal year may be spent on homeless prevention and rapid rehousing services for homeless or would-be homeless individuals and families.

4. Affordable Housing Projects - Lower Income Housing - After expenditures on enforceable, monitoring and homeless prevention obligations are exhausted, any remaining housing funds must be spent on affordable housing projects for Low, Very Low, and Extremely Low Income households.

Since redevelopment set aside funds are no longer collected to fund low and moderate housing projects, Housing Successors are allowed to fund their operations through program income. Program income includes loans or grants receivables, funds derived from rents or operation of properties, including residual receipt payments from developers, and rental income from housing tenants or operators. The program income for the Perris Housing Authority was reviewed and it was determined
that the program income received to date from the Perris Housing Authority has reached the allowed limit of $200,000. The excess program income as of June 30, 2017, which totaled $556,000.00, was set aside for homeless prevention services. These funds will be utilized to fund SWAG for the upcoming FY 2018-2019.

Under the proposed Contract Services Agreement, beginning July 1, 2018 SWAG will provide the following:

- One full time Project Coordinator (40 hours per week),
- Two full time Homeless Outreach Team Members (40 hours per week), and
- Two part time Counselor Interns (20 hours per week).

SWAG will provide homeless intervention, engage individuals and address emergencies in the streets. SWAG staff will be available in Perris to meet individuals who need assistance. SWAG staff will provide referrals, case management and case plans, transportation vouchers, bed nights at community shelters, and provide assessments to determine the cause of homelessness, identify barriers and determine permanent housing needs through Rapid Rehousing (RRH) or Permanent Supportive Housing (PSH).

SWAG will provide coordination for the Point in Time Count in Perris to be conducted in January 2019 in collaboration with the County of Riverside efforts as per the U.S. Department of Housing and Urban Development (HUD) requirements.

SWAG staff will utilize work space within the City of Perris Housing Authority office to facilitate frequent and on-going agency communication.

The estimated total cost for the proposed scope of work by SWAG is $124,692.00. It is recommended that the City Council approve the attached contract services agreement in an amount not to exceed $124,692.00

BUDGET (or FISCAL) IMPACT:
There are sufficient Housing Authority funds for this contract. The Fiscal Year 2018-2019 budget would need to be amended to include the budget for this contract.

Prepared by: Susan Almanza, Project Coordinator
Reviewed by: Jennifer Erwin, Assistant Director of Finance
Reviewed by: Darren Madkin, Interim Assistant City Manager
Reviewed by: Sabrina Chavez, Director of Community Services and Housing
Consent: XX
Public Hearing:
Business Item:
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR HOMELESS SERVICES

This Contract Services Agreement ("Agreement") is made and entered into this ___ day of __________, 2018, by and between the City of Perris, a municipal corporation ("City"), and the Social Work Action Group, a [California corporation] ("Consultant").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, Consultant shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "B" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "B" and any other provisions of this Agreement, the provisions of Exhibit "B" shall govern.

1.2 Compliance With Law. All work and services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of the City and any federal, state or local governmental agency of competent jurisdiction.

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain, at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of One Hundred Twenty-Four Thousand Six Hundred Ninety-Two dollars ($124,692.00) ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid on a monthly basis for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, Exhibit "C" but not exceeding the Contract Sum. Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Generally, City shall pay Consultant within thirty (30) days, and no later than forty-five (45) days, from the receipt of an invoice in an approved form.
3.0 COORDINATION OF WORK

3.1 Representative of Consultant, Monica Sapien, President is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and make all decisions in connection therewith.

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

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

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

4.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to limits. Limits shall be no less than $1,000,00.00 per occurrence for all covered losses and no less than $2,000,000.00 general aggregate.

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

(c) Automotive Insurance. A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than $1,000,000.00 per accident, combined single limit. Said policy shall include coverage for owned, non owned, leased and hired cars.
(d) **Professional Liability or Error and Omissions Insurance.** A policy of general liability insurance in an amount not less than $1,000,000.00 per claim with respect to loss arising from the actions of Consultant performing professional services hereunder on behalf of the City.

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

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

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 4.1.

4.2 **Indemnification.**

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

(b) **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability
(including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

5.0 TERM

5.1 Term. Unless earlier terminated in accordance with Section 5.2 below, this Agreement shall continue in full force and effect until June 30, 2019.

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

6.0 MISCELLANEOUS

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

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

6.3 Conflict of Interest. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any state statute or regulation. The Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. When requested by the Contract Officer, prior to the City's execution of this Agreement, Consultant shall provide the City with an executed statement of economic interest.

6.4 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail, in the case of the City, to the City Manager and to
the attention of the Contract Officer, City of Perris, 101 North “D” Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement.

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

6.6 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by a writing signed by both parties.

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

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

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

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

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

By: ________________________________  By: ________________________________
   Nancy Salazar, City Clerk               Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ________________________________
   Eric L. Dunn, City Attorney

"CONSULTANT"
SOCIAL WORK ACTION GROUP
A CALIFORNIA CORPORATION

By: ________________________________  Signature
   ________________________________  Print Name and Title

By: ________________________________  Signature
   ________________________________  Print Name and Title

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

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES

SWAG Homeless Services Team:
One Full-time (40 hours per week) Project Coordinator to oversee homeless services strategic plan for the City.

Two Full-Time (40 hours per week) Homeless Outreach Team Members to assist Project Coordinator.

Two Counselor Interns (20 hours per week) one MSW, MFT, BA/BS and one Substance Abuse

SWAG Homeless Services Team Schedule:
Monday through Friday, 8:00 am to 5:00 pm: Provide assistance, including transportation arrangements to an available shelter.
Saturday and Sunday when necessary to meet the needs of the community.

Homeless Services include but are not limited to the following: (pursuant to SWAG’s proposal for homeless services for the term of July 1, 2018 to June 30, 2019):


2. Conduct Homeless Street Outreach in partnership with law enforcement to address specific “hot spot” areas as identified by SWAG, City of Perris staff, and the Riverside Sherriff’s Department.

   a. Respond to homeless service requests made by city staff, law enforcement, businesses and concerned residents.
   b. Include in the “by-name census,” specifically for the City of Perris, names of all individuals encountered.
   c. Facilitate bus trips home -- family reunification for individuals wanting to reunite with an identified support system that is out of the Perris area.
   d. Assist individuals found living on the street to obtain transportation and admittance to emergency shelter and transitional program options.
   e. Conduct Riverside County housing assessments (VI-SPDAT when applicable) to unsheltered homeless individuals and families and provide navigation services.
   f. Participate in weekly Coordinated Entry Housing Navigation meetings to ensure clients are being linked to Riverside County Continuum of Care housing resources.

3. Provide strategic outreach services in partnership with City of Perris Housing Authority and Perris School Districts to identify individuals and families, who are homeless and at-risk of becoming homeless, and connect them to applicable services.
4. Facilitate quarterly landlord fairs and continuous education, training and recruitment.

5. Facilitate Monthly Homeless Task Force Meetings, community asset mapping for strategic coordination and alignment of community resources that serve at-risk/homeless population.

6. Participate in City-sponsored community events.

7. Connect homeless population to appropriate housing solutions throughout Riverside County.

8. Develop informational content including material for the Compassionate Giving Campaign and for dissemination throughout the community. The Campaign will encourage stakeholders, faith-based groups, community groups, businesses, and concerned residents to discourage well-intended activities that enable the chronically homeless to remain on the streets and focus their efforts on long-term solutions.

9. Coordinate a series of lectures open and available to the public.

10. Provide support to the City of Perris through training, presentations and sharing updates related to trends in regional homeless efforts.

11. Provide SWAG Report Card to community members to provide input and feedback.

12. Provide monthly and quarterly data collection of key activities and results, community partners/businesses engaged.

13. Attend and participate in City Council meetings as requested.

**MEASURABLE OUTCOMES**

**Unsheltered Chronically Homeless Individuals/Families**
Reduction of a minimum of 35% of the approximate 95 individuals counted, which equals 33 individuals. (Based on 2018 Point-In-Time Count)

**At-risk Homeless Individuals/Families**
Track and connect to mainstream benefits and housing prevention 100% of individuals/families who contact or are located by SWAG

**Community Outreach**
Outreach and provide education regarding homeless services to a minimum of 2-3 businesses per week. Annual goal is to have met with 75% of brick and mortar business in the first year. Outreach to 100% of faith-based organizations as identified by the City of Perris and community asset strategic mapping activities.
EXHIBIT "B"

SPECIAL REQUIREMENTS

[Insert or Attach]
EXHIBIT "C"

SCHEDULE OF COMPENSATION

Payments shall be made on a monthly basis based on the information submitted by the Consultant and shall be consistent with the approved budget. Consultant shall submit the following with their monthly program billing invoices:

Support documentation, including:
Invoices,
Employee time sheets including labor distribution form,
Receipts,
Other support documentation as may be required.

<table>
<thead>
<tr>
<th>Expense Category</th>
<th>Maximum: Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Outreach Specialists 40 hours per week</td>
<td>$72,960</td>
</tr>
<tr>
<td>One Project Coordinator 40 hours per week</td>
<td>$49,920</td>
</tr>
<tr>
<td>Intern 20 hrs per week: MSW, MFT BS/BA</td>
<td></td>
</tr>
<tr>
<td>Intern 20 hrs per week: Substance Abuse</td>
<td></td>
</tr>
<tr>
<td>Trips Home / Family Unification Fund</td>
<td>$1,000</td>
</tr>
<tr>
<td>Outreach / Education Materials</td>
<td>$812</td>
</tr>
</tbody>
</table>

$124,692
Meeting Date: June 12, 2018

| SUBJECT: | Restoring Hope Community Services, Inc. request for a fee waiver for use of the Bob Glass Gym Complex and City Hall front lawn |
| REQUESTED ACTION: | That the City Council consider a waiver of rental fees for the event to be held on June 16, 2018 requested by Restoring Hope Community Services, Inc. |
| CONTACT: | Sabrina Chavez, Director Community Services and Housing Division |

**BACKGROUND/DISCUSSION:**

Restoring Hope Community Services, Inc. is a Perris based non-profit organization. They will be hosting a Juneteenth event to be held on June 16, 2018. The purpose of Juneteenth is to help the community with various health resources which can be accessed throughout the year.

Restoring Hope Community Services, Inc. is requesting the City of Perris City Council authorize the waiver of rental fees associated with the reservation of the Bob Glass Gym Complex and City Hall front lawn for the Juneteenth event. A copy of the letter request is attached with this submittal. The total value of the requested fee waiver is $2330.00 (refundable deposit $350.00 and $1980.00 for rental and staff cost for Bob Glass Gym Complex) (City Hall front lawn).

**FISCAL IMPACT:** The fees for the use of Bob Glass Gym Complex and City Hall front lawn are $2330.00 which will not be collected if the fee waiver is approved. This amount includes the rental and deposit fees.

Prepared by: Spencer Campbell, Recreation Supervisor II

Reviewed By: Sabrina Chavez, Director Community Services and Housing Division

Assistant City Manager: Darren Madkin
Finance Director: Jennifer Erwi

Attachments: Letter from Restoring Hope Community Services, Inc.
May 30, 2018

Dear Honorable Mayor Vargas and Council members,

Restoring Hope Community Services, Inc., a non-profit organization, has collaborated with Friends of Diabetics. We have the intent to host a Community Health Fair in the City of Perris on June 16, 2018. The goals and objectives of our health fair are to provide health screenings for the community, create awareness through education, promote exercise and encourage enrollment in health insurance, all creating a healthier community. We are proud to announce California Lions Friends in Sight has agreed to provide their services to our community again this year. Last year over 333 community residents were provided free vision screening and glasses which many were children.

To assist us we are requesting the use of and fee waivers of the Bob Glass Gym, its community room, along with the lawn area in front of the gym with use of the parking areas.

Friends of Diabetics has provided this wonderful event for many years now and was instrumental as a partner in the success of your “Live Well Perris Campaign” in 2013 through her years of established relationships and expertise. In collaboration we would like to continue this event for years to come. If you consider this event to be a benefit to the community we would like your consideration in declaring this an annual event reserving Bob Glass Gym and the third Saturday in June for our use with all requested usages, waivers and considerations.

We all have the knowledge of the dangers presented with having undetected illnesses and we would like our event to continue to be the vessel that may help save a life. Various Riverside County Departments will be on-site which will include the Department of Mental Health. All departments will distribute service information and will have the opportunity to share time on stage to stress the importance of living healthier lifestyles and how their departments can aid community residents. Screenings for diabetics and hypertension along with vision, dental, and other illnesses, will be available.

Through increased awareness, education and screenings we hope to create a healthier community, especially in the lives of children, seniors and Veterans.

We thank you for your time and consideration and look forward to you joining us in our excitement finding our request favorable for this worthy cause. Together we can all help to create a healthy community.

If you have any questions please call (951) 990-2519.

Respectfully,

Arielle Janoff
Founder/EO, Restoring Hope Community Service, Inc.
(951) 990-2519

May you have blessings without numbers, Good things without end,
Working together, the Best is yet to come

416 Dale Street, Perris, CA 92571 P: 951-943-0543 F: 951-657-1816
WWW.RESTORINGHOPECOMMUNITYSERVICES.ORG
City of Perris Community Services Department
FACILITY USAGE APPLICATION

This Facility Reservation Request must be submitted to the Community Services Department 15 Calendar Days prior to the date requested in order to insure adequate approval time. This is a request ONLY and is not an approved contract for facility rental. If this request is approved, a Facility Rental Contract outlining the rules, regulation and fees will be forwarded to the applicant. Pending Supervisor review, Security and Liability Insurance may be required. (Do Not advertise your event until a signed contract has been approved.) The rules on the back of this form must also be reviewed and acknowledged prior to approval. Please initial that you have read and understand the information above.

(Please Initial)

APPLICANT INFORMATION

Name of Applicant: Aquila Jackson

Name of Organization (if applicable): Restoring Hope Community Services Inc.

Is your organization Non-Profit? Yes

A Letter of Determination & Non-Profit Tax ID Numbers from the I.R.S. must be submitted for all Non-Profit Organizations.

Address: 416 Dale St. City: Perris Zip Code: 92571

Day Phone: (951) 990-2519 Evening Phone: Fax Number:

Name of Facility / Park: Bob Glass Gym, Front Lawn & Parking Lot, Kitchen, Community Park

Facility / Park Address: 101 N. D Street, Perris, CA 92570

List any additional dates requested in same month:

Estimated Attendance: 300

Day of the week: Saturday Month: June Date: 6-16-18

Set-Up Time: 7 am / pm Clean Up Time: 4 am / pm

Start Time: 8 am / pm End Time: 3 pm

Facility Requested: [ ] Community Room [ ] Gymnasium [ ] Kitchen [ ] Picnic Shelter

(Storage for your event will not be provided for any item that is not property of the City of Perris)

Type of Event: Meeting [ ] Reception [ ] Party [ ] Dance [ ] Other/Specify Health [ ] Vision Screening

Is the event open to the public? Yes No

Will you charge fees? Yes No

Is this event for a Minor? Yes No

Will the event be catered? Yes No

Will you have any or all of the following: Bouncer [ ] Disc Jockey [ ] Live Band [ ] Other Vision Screening [ ] Hearing [ ] Other Vision Screening [ ] Hearing [ ] Other

List any additional equipment you will be using (example: chairs, tables, tents, etc.): Request Use of table and chairs for the Lion's Club use

"Applicant hereby agree that, if the reservation or permit applied for is granted, applicant will defend, indemnify and hold the City of Perris, their officers, employees and agents from all damages, costs and expenses in law and equity, including costs of suit and attorney's fees, which may arise out of the use or exercise of the reservation or permit applied for herein. To the extent occasional thereby, and in respect to the culpable party, this agreement to indemnify, defend, and hold harmless shall not extend to damages, costs or expenses arising out of an act or omission attributable to the City."

Signature of Applicant: [Signature]

Date of Applicant: [Date]

Allow 30 Days for all Refunds

(For Office Use Only)

Date Received

Supervisor Initials

Security Required [ ] Yes [ ] No

Chilled 2:35 pm

Date Stamp
Facility Usage Procedures & Policies

The following policies and procedures have been established for the usage of City Facilities in order to better serve the Community’s needs; as approved by City Council, Resolution #4916.

**USAGE PROCEDURES**

The following documents must be turned into the Community Services Office 2-weeks prior to usage before a permit to use the City Facilities will be issued:

1. Application Form and any other forms relating to facility rental. 
   *If usage is for schools or private leagues, a game schedule and practice schedule, dates and times must be included.*

2. A full deposit must be paid at the time application is turned into office. All fees must be paid one (1) week prior to event date or it will be subject to cancel. Additional rooms/facilities are not available if it is not requested or facility usage application and additional fees are not paid by due date.

3. Liability Insurance: All Renters are required to provide proof of financial responsibility by means of liability insurance in a $1,000,000 (one million) per each Occurrence and $2,000,000 (two million) General Aggregate general liability insurance coverage per occurrence naming the City of Perris, its officers, agents and employees as additionally insured. Failure to provide appropriate documentation will result in cancellation of permit.

   When usage is approved, a permit will be issued to the applicant.
   Changes in usage after permit is issued must be in writing to the Community Services Department.

**POLICIES**

1. Facilities are scheduled on a first come first served basis. *All City Sponsored Events will take scheduling priority. When unforeseen circumstances result in use conflict, Facility Use Permits may be canceled as authorized by the City Manager or his designated representative. If cancellation is unavoidable, every effort will be made to either reschedule or locate alternate facilities.*

2. Applicant agrees to be held financially responsible for any damage to City facilities and equipment.

3. Applicant is responsible for returning the City Facility/Snack Bar occupied, in the same condition as it was received. Refusal by applicant to clean a facility will result in forfeiture of deposit. Applicant must furnish own towels and cleaning supplies.

4. Kitchens are only used to warm up food as cooking is prohibited. Washing dishes and utensils in the restroom sinks is strictly prohibited.

5. The use of portable or permanent structures of any kind is not permitted without prior written approval from the Community Services Supervisor.

6. Security Personnel, as required by the Police and/or Community Services Supervisor, shall be arranged and approved in advance. The City will provide Security Personnel for youth leagues when applicable.

7. Use of any City Facility by any youth organization shall require adult supervision at all times at a minimum of 1 adult per each 20 youths.

8. No posters, bulletins, flyers or advertising signs are to be posted on any City Facility without written authorization from the Community Services Supervisor.

| Refund Policy: ___________________ (Initials) |

**Facility Reservation** - Cancellations of at least 30 days prior to the rental date will receive a refund of all fees paid minus the following:
- Any Administration/Transaction Processing Fee(s)
- Current Refund processing fee at time of cancellation

**Park Shelter Reservation** - Cancellation at least 3 days prior to the rental date will receive a 100% refund of fees paid minus the following:
- Current Refund Processing Fee at time of cancellation
- Any Administration/Transaction Processing Fee(s)
- Refunds will be approved if rain or inclement weather occurs on the day of the shelter reservation.

**NO ALCOHOLIC BEVERAGES OF ANY KIND ARE PERMITTED IN ANY CITY FACILITY**

**NO EXCEPTION** (e.g.: Beer, Champagne, and Liquor)

**NO SMOKING ALLOWED INSIDE ANY FACILITY**

**ALLOW 30 DAYS FOR ALL REFUNDS**

[Signatures and Date]

Applicant’s Signature  
(Print Name)  
Date
At the March 27, 2018 City Council meeting, Councilwoman Burke directed staff to look into the addition of Code Enforcement officers to serve the needs of the community to allow for more pro-active enforcement. This proposal is to request the addition of two (2) full-time Code Enforcement Officers to conduct pro-active and increased enforcement, seven days a week, including parking enforcement. Currently, there is one (1) Code Enforcement Supervisor, one (1) vacant Senior Code Enforcement Officer position, one (1) Administrative Clerk, one (1) Code Enforcement II Officer, and three (3) Code Enforcement I Officers. Enforcement hours are Monday through Friday, 8 a.m. to 6 p.m. The current salary budget for Code Enforcement is approximately $700,000.00.

The City Code Enforcement Division has been in operation since April 2017 and has responded to approximately 2,350 cases since then, averaging approximately 60 to 70 cases a month per officer. These cases are a result of complaints from residents or businesses. In the last year, a total of 741 administrative citations have been issued, generating $284,500.00 in fines and a total of 15,024 parking citations have been issued, generating $722,325.00 in parking fines. Currently, there is one full-time officer dedicated to parking enforcement for street sweeping. One of the proposed additional officer positions would be allocated to parking enforcement throughout the City.

Recently, there has been an increase in homeless activity, illegal vendors, illegal garage sales, and illegal dispensaries. Some of these violations occur over the weekend and are reported on Mondays. The addition of two (2) code enforcement officers would allow for pro-active enforcement and specialized teams, as follows:
1. Code enforcement seven days a week.
2. Homeless Abatement Program: Create a program that would partner with local non-profits, PD, and resource centers to assist homeless.
3. Pro-active enforcement throughout the City
4. Illegal Vendor Weekend Enforcement Team
5. Commercial Enforcement Team
6. Citizen Volunteer Program: Program led by Code Enforcement division in the organization community volunteers to assist in minor sign clean-up, trash clean-up and to address neighborhood issues.
7. Vehicle Abatement Program: City is commencing active participation in this program.
8. One of the two positions will be allocated for parking enforcement for street sweeping.

BUDGET (or FISCAL) IMPACT:

The addition of two (2) additional Code Enforcement Officers would result in a salary budget increase of approximately $210,000.000 and an additional one-time start-up cost of $70,000 for vehicles and $20,000 for software/office furnishings. The first year annual cost is and additional $300,000 for fiscal year 2018-2019.

Prepared by: Clara Miramontes, Director of Development

Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Consent Item: June 12, 2018
Meeting Date: June 12, 2018

SUBJECT: Consideration of AB3232 (Friedman), which sets statewide goals for “zero-emission” buildings by 2030 - both new and existing construction

REQUESTED ACTION: Support California League of Cities in Opposing AB3232 (Friedman), which sets statewide goals for “zero-emission” buildings by 2030 - both new and existing construction.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

DISCUSSION:

Assembly Bill 3232 (Friedman) lays the groundwork for the electrification of all buildings in the state, regardless of the cost or impact to actual communities. The League of California Cities, along with other entities listed within attached documents, are concerned about the Bill’s attempt “to force everyone to use electricity for all end-uses, regardless of what people want or the increased cost to consumers’ without substantial evidence to claimed savings. After reviewing the Bill and materials submitted by proponents and opponents of the measure, City staff is in agreement that the Bill proponents have not yet supplied the appropriate technical analysis to substantiate their claims under the Bill. As such, staff is recommending that the City provide support for a “No” vote to the measure and authorize the City Manager to execute the attached letter to the Assembly Committee on Utilities and Energy.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted in the 2017-2018 budget.

Prepared by: Dr. Grace Williams, Director of Planning & Economic Development

Director of Finance: Jennifer Erwin
Assistant City Manager: Clara Miramontes
Assistant City Manager: Darren Madkin

Consent Item: June 12, 2018

Attachments: 1. Opposition Letter
2. AB3232 Overview
3. Coalition Letter
June 12, 2018

The Honorable Chris R. Holden, Chair
Assembly Committee on Utilities and Energy
State Capitol, Room 5132
Sacramento, CA 95814

Re: AB 3232 (Friedman) – OPPOSE

Dear Chair Holden:

On behalf of City of Perris, I would like to express our opposition to AB 3232 (Friedman), which sets statewide goals for “zero-emission” buildings by 2030—both new and existing construction. The City of Perris is a thriving community within the heart of western Riverside County, the fastest growing County in the State of California, and is home to some of the most disadvantaged communities within the State. The bill would negatively impact the Cities ability to thrive in a robust economy and provide much needed services within the City to those that need it the most.

The bill is a thinly-veiled attempt to force everyone to use electricity for all end-uses, regardless of what people want or the increased cost to consumers. While there are claims that the bill is “fuel-neutral”, the proponents of the bill have made it abundantly clear that the purpose of this bill is to promote a transition from natural gas end-uses in buildings to electric heat pump technology. Additionally, state regulators, who will be in charge of creating and implementing this strategy have also made it known that their preference is to electrify all end-uses. Clearly, a specific technology and energy type will be given preference. However, the bill itself states that combustion in buildings accounts for just 10% of the state’s annual greenhouse gas emissions, far less than many other sectors. Why would the state create an expensive and unstudied mandate to chase such a small fraction of emissions?

This bill is unnecessary. Californians can already choose their preferred appliances—the reason natural gas is used in over 80% of homes and businesses is due to market forces. People choose natural gas because it is cheaper and more efficient, and we believe Californians should have the right to choose the energy and appliances they use in their homes and businesses. We believe there are better, more cost-effective ways to clean our air and protect the environment.

California is facing unprecedented affordability issues: the costs of housing, transportation, and energy are on the rise. Everyday Californians are finding it difficult to provide for their families and make ends meet. It is therefore unreasonable to expect that everyone can switch out their appliances without facing financial hardship. Replacing appliances also may require an upgrade to both the electric panel and wiring, at great additional cost to the homeowner. Californians
who rent can expect to have these costs potentially passed along to them. Once homes are all-electric, energy bills will increase significantly. Households that use all-electric appliances pay almost $900 a year more than mixed-fuel homes.

In addition, an electrification mandate would eliminate customer choice and make the term “energy options” completely meaningless in California. This would move the state to an all-eggs-in-one-basket scenario, jeopardizing energy reliability. Should blackouts occur due to natural or man-made causes, California residents will be completely without energy for cooking or space and water heating. It hardly seems prudent for the state to choose to eliminate all but one type of energy.

For these reasons, we respectfully oppose AB 3232 and request your “NO” vote.

Sincerely,

Richard Belmudez
City Manager

CC: Members, Assembly Committee on Utilities and Energy
    Ms. Kellie Smith, Chief Consultant, Assembly Committee on Utilities and Energy
ELECTRIFICATION LEGISLATION
AB 3001 (Bonta), AB 3232 (Freidman)
Legislative Intent

The intent of these bills is to "electrify" residential and nonresidential buildings; both existing and new construction.
AB 3001 (Bonta, D – Oakland)

» New Construction

- Requires the CEC to mandate, by 2022, that all new homes must be “electric-ready” — “electric-ready buildings” is defined as containing electric infrastructure necessary to enable building occupants to use electrical equipment in lieu of natural gas-fired equipment

- Requires the CEC to develop standards that reduce GHGs associated with new residential and nonresidential buildings in a cost-effective manner

- Changes the building standards related to “cost-effectiveness” to include the following: 1) the avoided life cycle emissions of GHGs from fossil fuel, including combustion and fugitive emissions, both in-state and out-of-state 2) hourly source of emissions
AB 3001 (Bonta, D – Oakland)

» Existing Construction

- Requires the PUC to:
  
  - Revise the three-prong fuel substitution test, include the societal and environmental costs of energy use in determining cost-effectiveness,
  
  - Remove barriers to the use of clean energy in buildings, including electrification of space and water heating in buildings,
  
  - Create incentive programs and rate structures that encourage the transition to cleaner fuels,
  
  - Plan for and managing necessary changes in the energy infrastructure, such as investment in natural gas infrastructure, and
  
  - Include thermal storage (heat pump water heaters) and electric vehicle smart charging to the energy storage incentive program
AB 3232 (Freidman, D – Glendale)

- **New Construction** – By January 1, 2020, the CEC shall develop a plan to achieve the goal that all new residential and nonresidential buildings built on or after January 1, 2030, be zero-emission buildings.

- **Existing Construction** – By January 1, 2020, the CEC shall establish a strategy to achieve a reduction in the emissions of greenhouse gases by the state’s residential and nonresidential building stock of 50 percent below the 1990 levels by January 1, 2030. The plan and strategy shall include the adoption of policy changes needed and incentive programs that may be authorized by the Public Utilities Commission to transform the market for low-emission space and water heating technologies.
Key Legislative Dates

- March 19 – April 27 – Policy committee hearings
- April 30 – May 25 – Fiscal committee hearings
- June 1 – Last day for each house to pass bills introduced in that house
- June 4 – July 6 – Policy committee hearings
- August 6 – August 17 – Fiscal committee hearings
- August 31 – Last day for each house to pass bills; Final Recess begins upon adjournment
- September 30 – Last day for Governor to sign or veto bills passed before September 1
SoCalGas’ Position

- SoCalGas does not support prescriptive measures that eliminate customer choice, create technology mandates, and increase our customers’ cost-of-living.

- Additionally, we are opposed to eliminating cost-effectiveness as a method in evaluating and using natural gas ratepayer funds for fuel substitution.

- Rather than establish a new program, the state should continue to work with utilities and builders to design balanced energy systems for new homes that result in zero-net energy usage.

- SoCalGas supports reducing greenhouse gas (GHG) emissions by using renewable natural gas (RNG). Decarbonizing the pipelines with RNG will help California obtain deep GHG reductions while preserving energy choice for residents and businesses alike.
April 10, 2018

The Honorable Chris R. Holden, Chair
Assembly Committee on Utilities and Energy
State Capitol, Room 5132
Sacramento, CA 95814

RE: AB 3232 (Friedman) – OPPOSE

Dear Chairman Holden:

The undersigned organizations, which represent a broad coalition of concerned energy users and providers from across Central and Southern California, must respectfully oppose AB 3232 (Friedman), which lays the groundwork for the electrification of all buildings in the state, regardless of the cost or impact to actual communities.

The bill is a thinly-veiled attempt to force everyone to use electricity for all end-uses, regardless of what people want or the increased cost to consumers. While there are claims that the bill is “fuel-neutral,” the proponents of the bill have made it abundantly clear that the purpose of this bill is to promote a transition from natural gas end-uses in buildings to electric heat pump technology. Additionally, state regulators, who will be in charge of creating and implementing this strategy have also made it known that their preference is to electrify all end-uses. Clearly, a specific technology and energy type will be given preference. However, the bill itself states that combustion in buildings accounts for just 10% of the state’s annual greenhouse gas emissions, far less than many other sectors. Why would the state create an expensive and unstudied mandate to chase such a small fraction of emissions?

This bill is unnecessary. Californians can already choose their preferred appliances—the reason natural gas is used in over 80% of homes and businesses is due to market forces. People choose natural gas because it is cheaper, more efficient, and superior for certain uses like cooking, and we believe Californians should have the right to choose the energy and appliances they use in their homes and businesses. We believe there are better, more cost-effective ways to clean our air and protect the environment.

Bearing in mind that the vast majority of Californians currently use natural gas as their preferred energy source for cooking and space and water heating, going all-electric could increase annual utility bills almost $900 more than in mixed-fuel homes. Most families cannot afford to shoulder this undue and onerous financial burden. As our state is currently facing historic levels of homelessness and poverty, policies that would drastically increase the cost of building compliance and monthly utility bills, which negatively impact housing affordability, are misguided and regressive.

But it isn’t just in the home where additional costs will be incurred. Similarly, businesses forced into all-electric commercial buildings would be faced with higher energy costs that they would likely pass
through to consumers. The costs of goods and services will rise as a result, increasing the cost of living even further. These are policies that Californians simply cannot afford.

We are supportive of cost-effective methods to reduce greenhouse gas (GHG) emissions and protect our environment. Perhaps a more prudent, cost-effective, and expedient means of addressing GHG emissions would be to focus on the largest contributor: the transportation sector.

For these reasons, this coalition must oppose AB 3232 and respectfully requests your "NO" vote.

Sincerely,

Alhambra Chamber of Commerce
Aluminum Precision Products, Inc.
American Public Gas Association
Arcadia Chamber of Commerce
As You Like It Catering
Association of CA Cities - Orange County
Black Chamber of Orange County
Boys and Girls Club of Greater Ventura
Boys Republic
Brotherhood Crusade
Building Industry Association (BIA) SoCal Baldy View Chapter
California Small Business Alliance
Carson Chamber of Commerce
CARSTAR
Catalina Cylinders
Central City Association of Los Angeles
Compton Chamber of Commerce
Desert Valleys Builders Association
Duarte Chamber of Commerce
El Monte/South El Monte Chamber of Commerce
ERG Resources
EtaGen
Greater Bakersfield Chamber of Commerce
Greater Coachella Valley Chamber of Commerce
Greater Conejo Valley Chamber of Commerce
Greater Irvine Chamber
Harbor Association of Industry & Commerce
Hollywood Park Casino
Kern County Taxpayers Association
Latino Kids Health (LK Health)
Los Angeles Area Chamber of Commerce
Los Angeles Gateway Chamber of Commerce
Malibu Chamber of Commerce
Mars, Inc.
Murrieta Wildomar Chamber of Commerce
Newton Heat Treating
Orange County Business Council
ORCO Block & Hardscape
PABCO Building Products
Palm Desert Chamber
Parker Boiler Company
Precious Life Shelter
Proteus
PTG Water & Energy
Rainbo Records
Regional Hispanic Chamber of Commerce
Rinnai America Corporation
Rosemead Chamber of Commerce
San Gabriel Valley Consortium on Homelessness
San Gabriel Valley Economic Partnership
San Gabriel Valley Regional Chamber
Santa Barbara Flower Growers Association
South Orange County Economic Coalition
Southern California Gas Company
Southern California Leadership Council
Southwest California Legislative Council
Southwest Riverside County Association of Realtors
Temecula Valley Chamber of Commerce
Tulare County Economic Development Corporation
Valley Economic Alliance
Valley Industry and Commerce Association
Visalia Economic Development Corporation
Visalia Emergency Aid Council
William C. Velasquez Institute
WireTech, Inc.

CC: Members, Assembly Committee on Utilities and Energy
    Ms. Kellie Smith, Chief Consultant, Assembly Committee on Utilities and Energy
Meeting Date: June 12, 2018

SUBJECT: California Violence Intervention and Prevention (CalVIP) Grant Technical Assistance

REQUESTED ACTION: Direct City Manager to execute a Consultant Agreement with MHM for an amount not to exceed $12,000 over six months to provide technical assistance for the PEACE (Protective factors Enacted to Advance Capable and Empowered families and youth) Project within the City of Perris.

CONTACT: Dr. Grace Williams, Planning & Economic Development Director

BACKGROUND/DISCUSSION:

In April of 2018, the City of Perris was selected as a recipient of a $500,000 California Violence Intervention and Prevention (CalVIP) grant to fund its Protective Factors Enacted to Advance Capable and Empowered (PEACE) project in support of violence prevention efforts for youth and their families within the Perris Unified School District, Val Verde Unified School District, Hemet Unified School District and local communities. On May 8th the City approved an Agreement with the Board of State and Community Corrections to implement the grant in partnership with five community based organizations (CBOs) and the aforementioned school districts. In implementing the very aggressive schedule of programs outlined within the PEACE project Agreement with BSCC, City staff is asking for approval of a $12,000 consultant agreement with MHM & Associates Enterprise, Inc. (MHM) for technical assistance only, and as defined by City staff, as it relates to the following: a) defining scope of work for individual CBOs consistent with PEACE goals; b) provide support technical services, as needed, in developing an implementation plan for PEACE; and c) other services as defined by staff after meeting with CBOs and within the first six months of the PEACE project.

Staff recommends that the City Council direct the City Manager to execute a Consulting Agreement with MHM in an amount not to exceed $12,000 over six (6) months, with an initial contract evaluation period of three (3) months, to ensure that staff has the sufficient tools and support for the successful implementation of the PEACE project. The City acknowledges that in approving this action that MHM may be reimbursed for reasonable costs of services incurred as early as June 4, 2018.

BUDGET (or FISCAL) IMPACT:

Cost for this contract is $12,000 from the General Fund 2017-2018.

Prepared By: Dr. Grace Williams, Planning & Economic Development Director
Reviewed by: Clara Miramontes, Assistant City Manager

Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Agenda: Consent Item
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

TECHNICAL ASSISTANCE SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 12th day of June, 2018, by and between the City of Perris, a municipal corporation ("City"), and MHM & Associates, Inc. a California Corporation, ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the following technical support services related to the implementation of attached California Violence Intervention and Prevention ("CalVIP") Grant program attached hereto as Exhibit "A" and incorporated herein by this reference. Consultant services will include, but are not limited to, the following:

(a) Attend meetings and workshops as requested by the City to provide input on CalVIP goals and programming with CalVIP Community Based Organizations ("CBOs");

(b) Participate in kick-off meetings with CBOs related to program outline and implementation;

(c) Assist the City in developing the outline and scope of work for memorandums of understanding between the City and CalVIP CBOs; and

(d) Provide other technical support services as requested by the City for the successful set up of the CalVIP program in 2018.

Consultant warrants that all work or services set forth herein will be performed in a competent, professional and satisfactory manner.

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

1.3 Licenses, Permits, Fees and Assessments. Consultant shall obtain at its sole cost and expense, such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Consultant shall have the sole obligation to pay for any fees, assessments, taxes, including applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the services required by this Agreement; and shall indemnify, defend and hold harmless City against any claim for such fees, assessments, taxes, penalties or interest levied, assessed or imposed against City hereunder.
1.4 Familiarity with Work. By executing this Agreement, Consultant warrants that Consultant (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the work and services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement.

1.5 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. An evaluation of Consultant performance and services will be conducted in the third (3rd) month of services pursuant to this Agreement to determine if technical service needs for the CalVIP program are adequately met or if City requires additional assistance. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $5,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.6 Environmental Laws. Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant compensation shall not exceed the maximum contract amount of twelve thousand dollars and no cents ($12,000.00) ("Contract Sum"), except as provided in Section 1.5. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as approved by the Contract Officer, but not exceeding the Contract Sum or (iv) such other methods as may be specified in a separate Schedule of Compensation as approved by the Contract Officer. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance or if specified in a separate Schedule of Compensation as approved by the Contract Officer. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or
event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 Method of Payment. Unless some other method of payment is specified in a separate Schedule of Compensation, as approved by the Contract Officer, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 Availability of Funds. It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services beginning June 12, 2018 and ending December 31, 2018. Certain tasks that were completed by the Consultant prior to the execution of this Agreement, and at the request of the City, to help meet immediate needs pertaining to the CalVIP program may be reimbursed upon approval of Contract Officer. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Consultant shall, within ten (10) days of the commencement of such delay, notify the Contract Officer in writing of the causes of the delay. The Contract Officer shall ascertain the facts and the extent of delay and extend the time for performing the services for the period of the enforced delay when and if, in the judgment of the Contract Officer, such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused; Consultant's sole remedy being extension of the Agreement pursuant to this Section.
3.4 **Term.** Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than December 31, 2018.

4.0 **COORDINATION OF WORK**

4.1 **Representative of Consultant.** Annette Kelley-Whittle is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may his responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer.** The City Manager, or his or her designee, is hereby designated as the representative of the City authorized to act in its behalf with respect to the work and services and to make all decisions in connection therewith ("Contract Officer"). It shall be the Consultant’s responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Consultant shall refer any decisions which must be made by City to the Contract Officer. The City may designate another Contract Officer by providing written notice to Consultant.

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

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

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

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

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

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing ten (10) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

5.2 Indemnification.

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

(b) Indemnity for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 RECORDS AND REPORTS

6.1 Reports. Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 Records. Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant
shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontracts shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with this Agreement, or a separate
Schedule of Compensation as approved by the Contract Officer, and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.

7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest: City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North “D” Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice may be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

By: ___________________________  By: ___________________________
    Nancy Salazar, City Clerk                  Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

________________________________________
Eric L. Dunn, City Attorney

"CONSULTANT"

MHM & Associates, Inc., a California Corporation

By: ___________________________
    Signature

Print Name and Title

By: ___________________________
    Signature

Print Name and Title

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

[END OF SIGNATURES]
EXHIBIT A

California Violence Intervention and Prevention
Grant Package
California Violence Intervention and Prevention (CalVIP) Grant

PROPOSAL PACKAGE
COVER SHEET

Submitted by:
CITY OF PERRIS

Date submitted:
1/19/2018
**CalVIP Proposal Checklist**

A complete CalVIP Proposal package must contain the following (to be submitted in the order listed):

<table>
<thead>
<tr>
<th>Required Items:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1</strong></td>
<td>Cover Sheet</td>
</tr>
<tr>
<td></td>
<td>• Insert Applicant Name and Date of Submission</td>
</tr>
<tr>
<td><strong>2</strong></td>
<td>CalVIP Proposal Checklist</td>
</tr>
<tr>
<td></td>
<td>• <em>Signed in blue ink by the authorized signatory (original signature)</em></td>
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<tr>
<td><strong>3</strong></td>
<td>Applicant Information Form</td>
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<td>• <em>Signed in blue ink by the authorized signatory (original signature)</em></td>
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<tr>
<td><strong>4</strong></td>
<td>Proposal Narrative</td>
</tr>
<tr>
<td></td>
<td>• 10 pages or less</td>
</tr>
<tr>
<td></td>
<td>• Optional – 1-page bibliography (not counted toward 10 pages)</td>
</tr>
<tr>
<td><strong>5</strong></td>
<td>Budget Table</td>
</tr>
<tr>
<td></td>
<td>• 1 page – use template provided</td>
</tr>
<tr>
<td><strong>6</strong></td>
<td>Budget Narrative</td>
</tr>
<tr>
<td></td>
<td>• 3 pages or less</td>
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<tr>
<td><strong>Required Attachment for All Applicants:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>7</strong></td>
<td>Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Attachment G)</td>
</tr>
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<td>• <em>Signed in blue ink by the authorized signatory (original signature)</em></td>
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<tr>
<td><strong>8</strong></td>
<td>CalVIP Project Work Plan (Attachment I)</td>
</tr>
<tr>
<td><strong>Required Attachments for City Applicants ONLY:</strong></td>
<td></td>
</tr>
<tr>
<td><strong>9</strong></td>
<td>Commitment to Coordinated Violence Reduction Efforts (Attachment B)</td>
</tr>
<tr>
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<td>• <em>Signed in blue ink by the authorized signatory (original signature)</em></td>
</tr>
<tr>
<td><strong>10</strong></td>
<td>CalVIP Coordinating and Advisory Council Membership (Attachment C)</td>
</tr>
</tbody>
</table>

**Optional:**

| **11** | Governing Board Resolution (Attachment F)  |
| | Note: The Governing Board Resolution is due prior to Grant Award Agreement, not at time of proposal submission. | ✓ |

I have reviewed this checklist and verified that all required items are included in this proposal packet.

X

Applicant Authorized Signature (see Applicant Information Form, Part I, next page)

* ATTACHMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT CONSIDERED. *
# CalVIP Applicant Information Form

## A. APPLICANT

| NAME OF APPLICANT | TAX IDENTIFICATION #:
<table>
<thead>
<tr>
<th></th>
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<tbody>
<tr>
<td>City of Perris</td>
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</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 N. D Street</td>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
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<thead>
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<th>CITY</th>
<th>STATE</th>
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## C. CBO APPLICANTS ONLY:

List the city (or cities) in which your organization will provide CalVIP grant-funded services.

## D. PROJECT TITLE:

Project PEACE (Protective factors Enacted to Advance Capable and Empowered families and youth)

## E. PROJECT SUMMARY (100-160 words):

The PEACE Project is designed to eradicate violence through a comprehensive multifaceted prevention strategy and multi-agency approach directed at risk factors from the following levels of influence: Individual, Relationship, Community, and Societal. The City of Perris and project partners are committed to preventing violence in Perris and surrounding communities at three levels, ensuring youth thrive in a safe and healthy environment free from physical violence, bullying, gang violence, electronic aggression, and violence fueled by sexual exploitation.

## F. GRANT FUNDS REQUESTED:

$500,000

<table>
<thead>
<tr>
<th>CITY APPLICANTS ONLY:</th>
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<tbody>
<tr>
<td>List the amount of funds that will be passed through to Community-Based Organizations (minimum 50 percent of $):</td>
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<tr>
<td>$304,345</td>
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## H. PROJECT DIRECTOR:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Miranda</td>
<td>Project Manager</td>
<td>951-943-6100 ext. 496</td>
</tr>
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</table>

<table>
<thead>
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<table>
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<tr>
<th>EMAIL ADDRESS</th>
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</thead>
<tbody>
<tr>
<td><a href="mailto:rmiranda@cityofperris.org">rmiranda@cityofperris.org</a></td>
</tr>
</tbody>
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## I. FINANCIAL OFFICER:

<table>
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<tr>
<th>NAME</th>
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</thead>
<tbody>
<tr>
<td>Jennifer Erwin</td>
<td>Director of Finance</td>
<td>951-943-6100 ext. 244</td>
</tr>
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<thead>
<tr>
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<tbody>
<tr>
<td><a href="mailto:jerwin@cityofperris.org">jerwin@cityofperris.org</a></td>
</tr>
</tbody>
</table>

## J. DAY-TO-DAY PROGRAM CONTACT:

<table>
<thead>
<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Rebecca Miranda</td>
<td>Project Manager</td>
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<tbody>
<tr>
<td><a href="mailto:rmiranda@cityofperris.org">rmiranda@cityofperris.org</a></td>
</tr>
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</table>
**K. DAY-TO-DAY FISCAL CONTACT:**

<table>
<thead>
<tr>
<th>NAME</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Stephen Ajobiwe</td>
<td>Finance Manager</td>
<td>951-943-6100 ext. 270</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
<td><a href="mailto:sajobiwe@cityofperris.org">sajobiwe@cityofperris.org</a></td>
</tr>
</tbody>
</table>

**L. AUTHORIZED SIGNATURE**

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

<table>
<thead>
<tr>
<th>NAME OF AUTHORIZED OFFICER</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Belmudez</td>
<td>City Manager</td>
<td>951-943-6100 ext. 424</td>
<td><a href="mailto:rbelmudez@cityofperris.org">rbelmudez@cityofperris.org</a></td>
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<td>92570</td>
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</tbody>
</table>

APPLICANT'S SIGNATURE (Blue Ink Only) 

DATE: 1/1/18

**CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the CalVIP proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)
SECTION I: PROJECT NEED - The proposed Protective Factors Enacted to Advance Capable and Empowered (PEACE) 'youth and their families' project addresses violence prevention via public health, economic, and criminal justice risk factors with the mission of preventing violence before it occurs (again). **Targeted Area:** The PEACE project encompasses Riverside County's lead agency City of Perris (Perris) and the City of Hemet (Hemet). The area was selected because partners were willing to cross boundaries with needed resources, experienced agencies familiar with program identified best practices, and because of an in-depth review of youth impacted by **public health issues** (using CDC's Principles of Violence Prevention), **economic factors** (as described by the County of Riverside), **crime/disparities** impacting underserved youth/families that are prevalent in the area and vulnerable to violence; and the **Universal Crime Report identification of the service area (specifically Hemet) as being disproportionately affected by violence when considering incidents of** (1) homicide, (2) robbery and (3) aggravated assault (in comparison to the 482 cities contained in the California Department of Finance E-4 report).[1] **Targeted Population:** Youth ages 12 to 18 and their families residing within project boundaries/area were selected as the targeted population due to: 1) **High Youth Population in the Area** - Perris is home to two high school districts (Perris Union High, Val Verde Unified), and one elementary school district (Perris Elementary), which comprises a total of 8 high schools and 17 elementary/middle schools that serve an estimated 16,331 enrolled students. Of the 74,971 Perris residents 37% of the population are youth under 18.[2] Similarly, Hemet's population has a total of 5 high schools and 20 elementary/middle schools (under Hemet Unified) serving an estimated 21,710 enrolled students with 25% of the population are youth under 18 years of age.[3] and 2) **High Youth Crime/Criminal Behaviors** - Of the top offenses reported on youth, misdemeanors, and felonies are the major two offenses. Misdemeanors account for 55.6% of the 86,823 juvenile arrest reported in 2014.[5] Riverside County accounted for 22% of California's total juvenile arrest for felony offenses.[4] Hemet juvenile felony arrest accounted for 9%, while Perris accounted for 5% of the felony juvenile arrest in 2015.[4] collectively reflecting over half of the arrest for the county. **Gaps in Services** - The primary gap in services identified is reflected in specific data on key public health, economic or crime indicators impacting area youth/families. These gaps in services are highlighted when focusing on the *individual; relationships: community; and societal factors*. Top indicators showing cities
and individuals/youth are vulnerable to violence, (using the National Network of Safe Communities report, Social- Ecological Health Model, and CDC’s Principles of Prevention) are a) limited prosocial activities for youth that deter volitional acts; b) high crime/arrest/incarceration; c) limited access to drug treatment programs; and d) incidence or prevalence of injury/disease resulting from violence.

Violence/Programs for Youth Designed to Deter Volitional Acts — Violence in the area is noted by a) homicides, gun violence and gang activity in the area. On Nov 10th, 2017, according to California Attorney General Javier Becerra, arrests were made after agents working with Riverside police obtained 30 felony arrest warrants resulting from solicitations to commit murder, assault with a deadly weapon, narcotics trafficking, firearms violations, and extortion and conspiracy for the benefit of a criminal street gang. Gang members, loyal to major crime syndicates such as the Mexican Mafia, are now obtaining drugs and guns from LA neighborhoods and distributing them in Riverside County supporting homicides as the leading cause of death among black and Hispanic men aged 15 to 34. There are 391 gangs with over 10,620 members residing in Riverside County with an estimate 235 (65%) gangs represented in Perris and Hemet, Perris Union High District, Val Verde Unified School District, and the Hemet School districts each identify tagging crews, drug groups, and gangs as one of the top 3 groups most disruptive at schools. Further, gangs are responsible for an average of 48% of violent crime in most jurisdictions and up to 90% in several others resulting in deaths, sex-trafficking, and/or violence. Trafficking women and children for sexual exploitation is the fastest growing criminal enterprise in the world. Sex trafficking is a lucrative industry making an estimated $32 billion a year. Riverside County has become a hot spot for human trafficking according to UNODC Global Trafficking in Persons Report and Riverside County Anti-Human Trafficking (RCAHT) Taskforce. Riverside County had over 5,304 reports of missing children in 2016 Million Kids (project partner) are one of few programs in the county addressing human trafficking and the trauma and violence suffered by youth. Further, partners identified a need for increased employment and wage rates for families and programs affording access to drug treatment and mental health supportive services that divert volitional acts in the home against youth.

Crime/Arrest/Incarceration - City-Data.com 2016 reports show Hemet’s Crime Index 67% higher than the National Average and Perris’ Auto Thefts exceeding the County’s’
average of 556 thefts per 100,000 at 721.2 (per). The crime rates for both reflected below are per 100,000

<table>
<thead>
<tr>
<th>Type</th>
<th>Perris – Population 76,331</th>
<th>Hemet Population 84,281</th>
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<tbody>
<tr>
<td>Murders</td>
<td>2.6</td>
<td>5.9</td>
</tr>
<tr>
<td>Rapes</td>
<td>5.2</td>
<td>48.3</td>
</tr>
<tr>
<td>Robberies</td>
<td>119.3</td>
<td>200.4</td>
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<tr>
<td>Assaults</td>
<td>167.8</td>
<td>469.1</td>
</tr>
<tr>
<td>Burglaries</td>
<td>451.1</td>
<td>900.5</td>
</tr>
<tr>
<td>Auto Thefts</td>
<td>721.2</td>
<td>734.3</td>
</tr>
<tr>
<td><strong>Crime index (National Ave. = 280.5)</strong></td>
<td><strong>234.4</strong></td>
<td><strong>420.7</strong></td>
</tr>
</tbody>
</table>

**Investment in Drug Treatment/Admission Programs** - In September 2017, the Riverside DEA Office, seized about 6500 pounds of meth, 770 pounds of heroin. That is almost one fourth as much meth, and one tenth as much heroin, as was seized by the entire DEA -- nationwide from 2012 to 2014.\[8\] Even as the past decade has seen a rise in drug treatment admissions and federal spending, along with a drop in violent crime, Perris nor Hemet has experienced significant federal spending in the area for drug treatment. In fact, the only facility in either Perris or Hemet licensed to offer treatment to those with dual disorders is the Adelante Recovery Center in Perris. The need for increased investment remains as Desert Sun reports that the Drug Enforcement Administration reported Riverside county has become the single largest drug trafficking distribution center in the United States, built on a web of highways, nondescript suburbia and empty desert.\[81\]

**Incidence or Prevalence of Injury or Disease Resulting from violence** is a preventable public health problem. Different forms of violence – youth, gang, and sexual violence, suicide behavior is interconnected and often share the same root cause. Taking a public health perspective and understanding the overlapping causes of violence and the things that can protect people and communities can help prevent violence in all its forms. Recent interventions have found that major crime problems, like robbery and the most serious domestic violence, are also committed by a small number of high-risk people experiencing fractured relationships in the home, school and/or with their community. Over the past 30 years, the rise in violent crime parallels to the rise in broken families. High-crime neighborhoods are characterized by high concentrations of families abandoned by fathers, or with single parent households. Hemet’s average household size is 2.6 people, having 27% married with children and 23% are single but have children; while Perris’s average household size is 4.3 people, having 48% married with children
and 26% are single with children.[12] Consequently, children from broken homes are 9 times more likely to commit crime or violent acts than those from stable families.[13] Survivors of violence are left with permanent physical and emotional scars that affect public health of individuals and the safety and wellbeing of the community. Homicide is the second leading cause of death among youth aged 5-18. Data from the CDC’s School-Associated Violent Death Study indicates that between 1% and 2% of these deaths happen on school grounds or on the way to or from school.[14] Further, in-school bullying has a high tendency to turn youth towards acts of violence. Bullying Facts & Statics states that over 250,000 kids are physically attacked/or bullied every month in U.S. schools. In turn, 75% of all school shootings in the U.S. were from youth who were bullied, at one time or another.[15] These findings underscore the importance of preventing violence at school as well as in communities for the public’s health.

**PROJECT DESCRIPTION** The (PEACE) project for ‘youth and their families’ addresses violence prevention as a public health issue, an economic factor, and a criminal justice problem with the goal of preventing violence before it occurs. The design serves in ‘triaging resources (across boundaries), best practices and area expertise’ within the cities of Perris and Hemet that increases youth (and their families) access to opportunities, treatment and supportive services that affords the target area to serve as a safe and healthy, violent and crime-free, environment. To this end, The PEACE Project design incorporates protective factors instituted through the projects: 1) School-based Mentoring and Violence Prevention & Intervention Education, 2) Summer Workshops/Camp; and 3) Family/Community Engagement. Within each program component, the design incorporates the four level social-ecological model (with emphasis on culturally sensitive service) emphasizing: the individual (youth/families), relationships, community and societal factors – proven effective in sustained reduction in violence.

**Component #1 (Primary and Secondary Prevention): School-based Mentoring and Violence Prevention & Intervention Education.** Social Ecological Focus: Individuals (youth). **Goal:** Increase the number of youth adopting skills and strategies that lead to resiliency. **Design** - For this component, the PEACE program will provide a) School-
City of Perris CALVIP
Perris/Renta Collaborative PEACE Project
A New Way of Preventing Violence Before It Happens (Again)

Based Life Skills Training - 30 sessions (30 minutes) of Botvin Life Skills Training (LST) will be provided to at least 1,000 7th through 10th grade students each year (in class or before school), 80% will complete all sessions and demonstrate behaviors and learning that significantly reduces delinquency and violent behaviors. The project Advisory Council/Lead Agency will identify “high need” school sites and deploy nationally recognized and certificated Mentors to carry-out the Botvin LST sessions; b) Mentoring - Sessions will engage 120 youth in (identified as high risk by counselor, teacher or parent) in restorative justice circles and one-on-one or group mentoring for one hour each week. Enrollment into mentoring will include parent, youth, PA Mentor, and Project Coordinator and will support youth for a minimum of 6 months and up to 2 years via one-on-one or small groups and foster positive relationships and resiliency skills to address conflict. Services for this component will occur on school grounds before or during school. This component will be led/monitored by the Project Director; the Project Coordinator; 2 representatives from the Steering Committee, Sigma Beta Xi PA’s. c) Work with students to implement the Peer Leaders Uniting Students (Plus) program to build strong student engagement, advocacy, and connections at the school site. This youth development and the peer to peer programs will support youth in developing four school anti-violence campaigns focused on bullying, electronic aggression, gang violence, violence fueled by sexual exploitation.

Component #2 (Primary and Secondary Prevention): Summer Program. Social Ecological Focus: Individuals (youth); Relationships (youth and their families); Goal: Increase healthy alternatives or prosocial activities available to youth during non-school hours (summer, weekends, before or after school) that prevents participation in risky behaviors and reduces the likelihood of youth’s participation in violent crime. This aspect of the program will focus on a) PEACE Peer Leaders Development - wherein youth will peer leaders launch the ‘Prevent Violence From Happening (again)’ campaign while engaging a minimum of 120 youth each year (240 Total) to participate in two community wide anti-violence campaigns over each summer. To develop Peer Leaders, the PEACE
project will host a 2 Day Peer Development Training/Orientation (Year 1 – First 3 Months of Program). The training, following the PLUS program will equip youth to be Peer Leaders and serve in directing all aspects of the City anti violence campaign. The campaign will advocate change in societal community norms in promoting public health and economics (financial stability) as key factors in addressing violence. The campaign will also serve in educating youth of factors that make youth and communities vulnerable to violence. The student led community wide campaign will coordinate efforts with students (from both Perris and Hemet’s school district), area community leaders, law enforcement, residents, teachers, and parents. b) Summer Transformation Camp - a 3 Day/2 Nights PEACE - Stop the Violence Boot-camp, (Year 2-) will focus on building resiliency and awareness of behaviors that promote violence. The transformation will be supervised by trained ‘boot-camp’ instructors and the Peer Leaders will facilitate activities with instructors. Activities will focus on resiliency and assist youth in building positive and directed relationships. Project partnering SARGE Community Base will lead this effort along with his team of instructors and leaders from participating CBO/FBO’s. c) 12 Weeks ‘PEACE’ workshops will occur over the summer on Saturdays and will include supporting anti-violence topics such as bullying, electronic aggression, gang violence, violence fueled by sexual exploitation. Sessions will include interactive topics (where youth participate in resiliency against violence) and where youth will be allowed to connect and foster a positive relationships with cops, community public health leaders, and employers). The Summer Session’s first Saturday will be launched with a ‘Making It Day’ facilitated by Edward DeJesus (Nationally Recognized by the Education Association for youth engagement) with ongoing facilitation by the PEACE project’s Project Coordinator, and leading representatives from Perris and Hemet and the 5th Street 7th Day Adventist Church Cops and Clergy group. Location: Summer sessions will be held on school site(s) in Perris and Hemet.

Component #3: (Secondary and Tertiary Prevention): Family/Community Engagement- Social Ecological Focus: Individuals; Relationships; Community and Societal factors that help create a climate in which violence is discouraged or inhibited. Goal - Reduce violence in the community through parent engagement and community-scale anti-violence activities a) Family/Community Engagement Sessions - will engage area parents, residents, stakeholders and leaders in participating in the PEACE- Stop the
Violence Before it Happens (again) Parent Engagement Sessions. Four (4) sessions will serve in highlighting the physical and social environment within families and the community that are vulnerable to violence. Sessions, facilitated by Million Kids -Opal Singleton (DOJ Contractor). b) PEACE Symposium - will offer an anti-violence symposium that will engage experts in public health, crime prevention, and skills development to provide key-note addresses, as well as community members, law enforcement, community and faith based leaders and city officials to serve on panels. c) Wrap Around Case Management - will provide effective prevention and intervention services to a minimum of 40 families each year with 75% (30) utilizing PEACE project coordinated supportive services or occupational skills trainings to foster increase wage earnings. Case management will be culturally competent, and trauma informed designed to connect families to social services, employment and public health resources that will increase capacity to access public health support, treatment, counseling, capable of reducing family risk factors for victimization and becoming a victim. The family program will be led by Perris 5th Street 7th Day Adventist Church with sessions held throughout both Perris and Hemet. Sessions will occur both in Hemet (at partnering FBO site) and Perris (at the City Community Center). Each project identified location are easily accessible by youth/families. Evidence-based Programs for Reducing Violence - Evidence-based models and strategies incorporated in the program were selected due to proven practices in reducing violence and it includes: 1) CDC’s Principles of Prevention - The Centers for Disease Control’s Division of Violence Prevention has been researching, evaluating, and working to prevent violence for almost three decades. They have published publications such as ‘Veto Violence’ and ‘Preventing Youth Violence: Opportunities for Action’. The framework has proven successful in preventing and reducing crime in communities. The model has two purposes to help us understand the factors that put people at risk or protect them from violence and to provide communities with a framework for prevention. 2) The Social Ecological Framework - The PEACE Program issues the social ecological model that has been used to explain many public health issues since the 70’s. The framework assists in identifying gaps in services as it relates to Individuals, Relationships, Community, and Societal factors. 3) Peer Leaders Uniting Students (PLUS) promotes valuable solutions to assist teachers/facilitators in a) assessing the climate of the classroom; b) building trusting relationships between
students; c) creating opportunities for listening; and d) developing a mechanism to sustain the safe school efforts. 4) Critical Mentoring—ensures mentoring is culturally sensitive to race, ethnicity, class, gender and sexuality when buffering strong connections with caring adults and youth’s involvement in activities. The model encourages mentors to assist youth in applying new skills learned in culturally appropriate and sensitive ways; and 5) Botvin Life Skills Training (LST) - The adopted LST universal school-based program targets the major social and psychological factors that contribute to the use of drugs, as well as risky behaviors that contribute to violence. Using culturally sensitive, trauma informed approaches and developmentally and age appropriate content, LST facilitators are instructed to offer structured group activities and discussions (including role playing support resiliency against harmful behaviors and influences.

Culturally Diverse Project Training - The PEACE program staff, partners will be trained by Guardian Quest Dr. A. Taylor on cultural diversity and trauma informed care. The training adopts principles and practices in equipping staff in being culturally sensitive to diverse populations encountered on/off the job. Guardian Quest (who has over 20 years in Diversity Training) currently addresses cultural racial barriers in schools across the U.S. The five core competencies that will be use include: 1) to promote an inclusive, welcoming, and respectful environment that embraces diversity; 2) foster academic and non-academic skills that broaden participant horizons; 3) effectively implementing curricula and program activities; 4) responsible and healthy decision-making among all participants; 5) leadership, team-building and self-advocacy skills among leaders and ultimately the participants. Staff Trainings - Strategies will be incorporated into the program ensuring there are staff members that are bilingual in English/Spanish to conduct linguistic and cultural sensitive family services. PEACE trainings will demonstrate the projects commitment to diversity and ensure staff are trained, age and culturally diverse to support diverse youth (i.e. youth that may identify as lesbian, gay, bisexual, transgender, or questioning (LGBTQ)) and address their unique needs. Principles learned will serve as a hallmark for all meetings, campaigns, mentoring, and workshops.

Project Partners, Roles and Responsibility

<table>
<thead>
<tr>
<th>Partnering Agencies</th>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Perris</td>
<td>Lead Applicant - Community City engagement, Program oversight and fiscal mgmt., Pro-social activities</td>
</tr>
<tr>
<td>City of Hemet</td>
<td>Partner - Work with City of Perris in executing multijurisdictional violence prevention strategies</td>
</tr>
</tbody>
</table>
Perris and Hemet's Unified School Districts
Sigma Beta Xi
Million Kds
Cops 4 Kids and Communities
Sarge's Community Base
5th Street 7th Day Adventist (Cops & Clergy)

Partner - Provide access to 7th - 10th classrooms for LST programming.
provide on-site meeting space for mentoring
CBO- Mentoring, Life skills training, School Violence prevention campaigns, restorative justice circles, PLUS Program
CBO - Parent Violence prevention workshop, Symposium, Summer violence prevention training. Violence prevention campaign
CBO- Summer Program fostering positive relationship with public safety, Mentoring
CBC- 3 Day Summer Life Skills Training
FBO - Project management, Family Case management, Violence prevention campaigns

Data Collection and Evaluation Plan: Perris will contract with Dr. Kimberly Kirner, an outside evaluator, to conduct its Local Evaluation Plan and Final Local Evaluation Report (FLER). Dr. Kirner is an applied anthropologist and tenured professor at California State University Northridge (CSUN) with a decade of experience in conducting evaluations, with a specialization in evaluations for programs that provide social services, mental health services, and education to at-risk youth and adults. Dr. Kirner will work with Perris in developing a detailed Local Evaluation Plan, including any specific instruments for data collection (i.e., the pre- and post-program surveys for each component of the PEACE project), within the first three months’ post-award. Data will be collected by project PA's, Mentors, Coordinator and partnering CBO/FBO's forwarded to the Project Coordinator who will enter data into a password-secured online data entry system. Dr. Kirner will download and analyze the data on a semi-annual basis to allow for continuous improvement, with the FLER provided at the close of the program. Process and Outcomes Evaluation: Each semi-annual evaluation provides both process (formative) and outcomes (summative) evaluation. Process evaluation will focus on outputs that provide proximate benchmarks for future success, including indicators such as the number of youth recruited, the number of youth served, and the number of sessions completed, and impact of campaigns. Outcomes evaluation will focus on indicators that assess meeting goals and objectives, such as increase in positive relationships, improved skills to handle conflict without violence, reduction of area indicators making youth, families and cities (across city boundaries) vulnerable to violence, human trafficking, bullying, and increased awareness of public health factors capable of addressing violent behaviors. These will be used together throughout the duration of the project to evaluate progress toward the project goals, to identify potential challenges in meeting goals, and if necessary, to guide corrective action during the project to ensure goals are met.

Evaluation Model: A detailed evaluation design, including specific data collection
instruments and a human subjects protocol, will be provided in the Local Evaluation Plan. The preliminary plan is to use a pre/post test model to evaluate the program’s effectiveness in meeting program goals and objectives. Each component of the PEACE project (school, summer, and family) will be evaluated separately for its effectiveness, and the project as a whole will also be evaluated by looking at trends across components and throughout the duration of the grant period. Additionally, evaluation will conduct analysis of disparities in outcomes to ensure that all program participants (regardless of ethnicity and gender) achieve the same positive changes as a result of the program. Analysis of disparities often provides key insights into potential barriers to success in particular populations, allowing corrective actions to be made early in the program.

**Metrics I:**

**Component #1 – School-Based Program Goal:** Increase the number of youth adopting skills and strategies that lead to resiliency

| Output Metrics: # of educational sessions provided per youth; # of restorative justice circles provided; # of youth participating in each activity and overall; # of youth trained in advocacy; retention rate | Outcome Metrics: pre/post test surveys for educational sessions; pre/post test surveys for restorative justice circles; pre/post test surveys for peer advocates; behavior records (aggregated) |

**Component #2 – Summer Program Goal:** Increase healthy alternatives or prosocial activities available to youth during non-school hours (summer, weekends, before or after school) that prevents participation in risky behaviors and reduces the likelihood of youth’s participation in violent crime.

| Output Metrics: # of youth enrolled in summer program; # of youth enrolled in anti-violence campaign; # of parents enrolled in skill building sessions; # of days of youth services provided; # of parent sessions provided; retention rate | Outcome Metrics: pre/post surveys of youth in summer program; pre/post surveys of youth in anti-violence campaign; pre/post surveys of parents in skill-building sessions; qualitative observations by parents of youth |

**Component #3 – Family/Community Program Goal:** Reduce violence in the community through parent engagement and community-scale anti-violence activities

| Output Metrics: # of families served with case management services; # of attendees at anti-violence symposium; # of people attending one or more family/community engagement sessions, retention rate in case management | Outcome Metrics: quantitative assessment pre/post case management for families (including substance use, domestic violence, housing stability, and criminal justice involvement) combined with pre/post surveys of family participants; pre/post surveys of attendees at symposium; pre/post surveys of people attending family/community engagement sessions, city crime rates (aggregated) |

**Oversight and Monitoring:** Dr. Kirner will serve as the outside evaluator, working with the Project Director to ensure that data is collected in a timely and accurate fashion. Progress of evaluation progress will be monitored towards the completion of the Local Evaluation Plan, semi-annual evaluation reports, and the FLER. Dr. Kirner, the Project Director (and PD invited partners), and a representative from the steering committee will have a semi-annual meeting to review findings in the semi-annual evaluation reports and generate plans for corrective actions as necessary.
Bibliography


13. *Children from broken homes 'nine times more likely to commit crimes'*. Bloxham, Andy. 2010. The Telegraph


15. *Bullying and Criminal Behavior: A Possible Link?* 2015, NY Daily News
### CalVIP Budget Table for City of Perris

<table>
<thead>
<tr>
<th>BSCC Budget Line Item</th>
<th>A. GRANT FUNDS</th>
<th>B. CASH MATCH</th>
<th>C. IN-KIND MATCH</th>
<th>D. TOTAL (A+B+C)</th>
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<td>2. Services and Supplies</td>
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<td>7. Project Evaluation</td>
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</table>

**Program Director** – Rebecca Miranda will serve as the Program Director over the PEACE Program. As Program Director, she will support the efforts and oversee the coordination and administration of all aspects of the program including planning, organizing, and compliance. Burdened rate includes salary and benefits.

**Project Coordinator** – Martin Martinez will be responsible for supporting all activities associated with the PEACE Program and will report to the project director and the steering advisory committee. The project coordinator will work with the project the project liaison and CBO’s to oversees and support CBO activities. **GRANT FUNDS = $100,672 MATCH FUNDS = $51,168**

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**Copying, Paper, General Supplies** - Office supplies will be used to review, process, and manage project outcomes and to assist with surveys and taskforce tracking. **Botvin LST Curriculum** – Teachers manual for the 7th/8th grade and 9th/10th which includes the teachers manual, CD and 30 student guides. Student guide packs for 7th/8th grade and 9th/10th to be used to deliver life skills training. PLUS, program resources for the student advocacy training. **GRANT FUNDS = $14,540 MATCH = $2,040**

3. Professional Services

<table>
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<tr>
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Botvin Life Skills Training (online) $275 3 $2,400 $0 $0 $2,400
Making It Day Inc. $4,000 1 $2,500 $0 $1,500 $4,000
Subtotal $7,300 $0 $3,100 $10,400

Guardian Quest- Will provide cultural diversity and trauma informed care training to the project team. Botvin Life Skills training- Three project members will take the online Botvin Life Skills training as a refresher and in preparation to deliver the Life skills program to school sites. Making It Day, Inc. Edward DeJesus (Author)- Will provide training to CBO’s that culminates in high intensity interactive learning for program enrolled youth.

GRANT FUNDS = $7,300 MATCH = $3,100

4. Community-Based Organization Subcontracts:

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<tr>
<th>Community Based Organization</th>
<th>Rate</th>
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<th>Requesting Amount</th>
<th>Cash Match</th>
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<table>
<thead>
<tr>
<th>Community Based Organizations</th>
<th>Services</th>
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<tbody>
<tr>
<td>Sigma Beta Xi</td>
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<tr>
<td>5th Street Perkins 7th day Adventist</td>
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<td>Sarge's Community Base</td>
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<td>Million Kids</td>
<td>Community &amp; Student/peer training, Symposium, 4 wk Summer Program</td>
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<tr>
<td>Cops 4 Kids</td>
<td>Mentoring, 4 wk Summer Program,</td>
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</tbody>
</table>

The PEACE Program community based organizations will engage participants, families and the community to services aimed to reduce school and community violence. All agencies will participate in the symposium as well as the City wide anti-violence campaigns. The above charts represent costs and services performed by each community based organization. GRANT FUNDS = $304,395 MATCH = $378,904
5. Indirect Costs:

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<tr>
<th>Item(s)</th>
<th>Cost</th>
<th>Rate</th>
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</table>

The City of Perris will use 3% as the indirect cost rate, which is less that the de minimis rate of 10%. Funding will be used to support the grants administrative and fiscal activities.

GRANT FUNDS = $14,520 MATCH = $29,040

6. Project Evaluation:

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<tr>
<th>Agency</th>
<th>Rate</th>
<th>Hrs</th>
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</table>

Evaluation – Dr. Kirner serves as the PEACE lead for the evaluation unit. The PEACE Eval Team will focus on data collection and analysis and conduct an Impact Assessment on the effectiveness of each project component. FUNDS = $44,554 MATCH = $45,343

7. Equipment/Fixed Assets:

No Equipment will be purchased with grant funds.

8. Other (Travel, Training, etc.):

<table>
<thead>
<tr>
<th>Item(s)</th>
<th>Rate</th>
<th>Unit</th>
<th>Requesting Amount</th>
<th>Cash Match</th>
<th>In-Kind Match</th>
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<td>$13,976</td>
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<td>$4,900</td>
<td>$18,876</td>
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</table>

Project council site fees –will cover the meeting location for Peace advisory council meetings. Airfare and per diem covers the airfare and taxi, meals, and incidentals for 3 people to attend two grantee orientations. Stipend –funds will support symposium speakers, peer leaders in the schools and working on City campaigns. Symposium –will cover the expenses of hosting and marketing the anti-violence symposium. GRANT FUNDS = $13,976 MATCH = $4,900
Attachment G
Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment, or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[x] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[x] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[x] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

Authorized Signature
(This document must be signed by the person who is authorized to sign the Grant Agreement.)

NAME OF AUTHORIZED OFFICER: Richard Belmonte, City Manager
TITLE: 951-943-6100 ext. 242
EMAIL ADDRESS: rbelmonte@cityofperris.org

STREET ADDRESS: 101 North D Street, Perris, CA 92570
CITY: STATE: ZIP CODE: 92570

APPLICANT'S SIGNATURE (Blue ink only) X
DATE: 1/1/13

PART III, Page 64
### School-Based Program: Increase the number of youth adopting skills and strategies that lead to resiliency

**A)** Provide 30 sessions (30 minutes) of Botvin Life Skills Training (LST) to at least 1,000 7th through 10th grade students each year with 80% completing all sessions and demonstrating behaviors and learning that significantly reduces delinquency and violence.  
**B)** Provide after school restorative justice circles and one-on-one or group mentoring for one hour a week for up to 120 school counselor referred students identified as high risk.  
**C)** Facilitate 'Peer Led Groups (PLG)’ that will train a minimum of 80 youth in advocacy (using the PLUS model) resulting in four (4) school anti-violence campaigns, 2 community service learning.

<table>
<thead>
<tr>
<th>Project activities that support the identified goal and objectives</th>
<th>Responsible staff/partners</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify “high need” schools w/need for PEACE project</td>
<td>Council, PD, PC</td>
<td>06/01/18</td>
<td>06/30/18</td>
</tr>
<tr>
<td>Educate school counselors - process of referring youth</td>
<td>PC, Sigma Beta Xi</td>
<td>08/2018</td>
<td>09/2018</td>
</tr>
<tr>
<td>Implement the PLUS program and staff training</td>
<td>PC, Sigma Beta Xi</td>
<td>08/2018</td>
<td>05/2019</td>
</tr>
<tr>
<td>Engage Peers for 2 Day Peer Development Training</td>
<td>PD, School Dist</td>
<td>6/01/18</td>
<td>8/01/18</td>
</tr>
<tr>
<td>Coordinate / host 2 Community wide service learnings</td>
<td>PC, Perris 7th Day</td>
<td>8/01/18</td>
<td>5/20/19</td>
</tr>
<tr>
<td>Data collection, assessment and reporting</td>
<td>Eval, PC; Council, CBO's/FBO's</td>
<td>6/01/18</td>
<td>5/30/19</td>
</tr>
</tbody>
</table>

### Component #2 – Summer Program: Increase healthy alternatives or prosocial activities available to youth during non-school hours (weekends, before or after school) that prevents participation in risky behaviors and reduces likelihood of youth’s participation in violence

**A)** To provide PEACE Summer Program services to a minimum of 120 youth each year (240 Total),  
**B)** To engage 120 participating youth in at least two communities wide anti-violence campaign each summer (240 Total)

<table>
<thead>
<tr>
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<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Day Peer Leaders Training for Youth</td>
<td>PC, Million Kids</td>
<td>06/01/18</td>
<td>09/30/18</td>
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<tr>
<td>3 Day/2 Nights PEACE - Transformation camp;</td>
<td>PC, SARGES</td>
<td>06/2019</td>
<td>06/2019</td>
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<tr>
<td>12 weeks PEACE- Stop Violence workshops (summer)</td>
<td>PC, All CBO/FBO’s</td>
<td>06/2019</td>
<td>08/2019</td>
</tr>
<tr>
<td>Host 2 youth engaged community wide campaigns</td>
<td>PC, All CBO/FBO’s</td>
<td>06/2019</td>
<td>08/2019</td>
</tr>
<tr>
<td>Facilitate Monthly project Council Meetings, Data collection, assessment and reporting</td>
<td>Eval, PD, PC; CBO's/FBO's</td>
<td>6/01/18</td>
<td>5/30/19</td>
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</table>

### Component #3 – Family/Community Program: Reduce violence in the community through community-scale anti-violence activities.

**A)** Four Family/Community Engagement Sessions will engage the community in the Citywide campaigns  
**B)** Host an anti-violence symposium that will engage over 300 area residents to support the Anti-Violence Campaign (including attending at least two of Family/Community Engagement sessions)  
**C)** Provide wraparound case management services to a minimum of 40 families each year with 75% (30) of the identified families utilizing coordinated supportive services or skills trainings

<table>
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<tr>
<th>Project activities that support the identified goal and objectives</th>
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<th>Start Date</th>
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</thead>
<tbody>
<tr>
<td>Steering committee and Lead CBO set dates for symposium and citywide campaigns</td>
<td>Perris 7th day Adventist</td>
<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Recruit students for symposium and deliver 2 day Family Engagement training</td>
<td>Million Kids and all CBO's</td>
<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Educate school staff on referral process for family support; Facilitate Family Engagement Training</td>
<td>Perris 7th day Adventist</td>
<td>06/2018</td>
<td>07/2018</td>
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<tr>
<td>Provide Wrap-around Case management</td>
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<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Facilitate Monthly project Council Meetings, Data collection, assessment and reporting</td>
<td>Eval, PD; PC; CBO's/FBO's</td>
<td>6/01/18</td>
<td>5/30/19</td>
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</tbody>
</table>
Attachment B (City Applicants Only)
Commitment to Coordinated Violence Reduction Efforts

To: Cities Applying for the CalVIP Grant

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city that receives a CalVIP grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas."

In the space below, please explain how your city will fulfill this obligation if selected for CalVIP funding:

The City of Perris's CalVIP Advisory Council is will work with the Riverside County Juvenile Justice Coordinating Council (RCJJCC) by ensuring at least one CalVIP Advisory Council member attends the RCJJCC meetings that are held in March and November. The CalVIP Advisory council will include members from the City of Perris and Hemet police departments as well as County Probation.

A signature below is an assurance that the city will fulfill this obligation if selected for CalVIP funding:

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Belmudez, City Manager 951-943-6100 ext. 242 <a href="mailto:rbelmudez@cityofperris.org">rbelmudez@cityofperris.org</a></td>
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<td>STREET ADDRESS</td>
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<td>101 North D Street, Perris, CA 92570</td>
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APPLICANT'S SIGNATURE (Blue Ink Only)  DATE  1/11/18
Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Greg Fellows</td>
<td>Sheriff's Captain; Chief of Police</td>
<td><a href="mailto:gfellows@riversidesheriff.org">gfellows@riversidesheriff.org</a></td>
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<tr>
<td>2</td>
<td></td>
<td>Riverside Sheriff; Perris Police Department</td>
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<td>2</td>
<td>Clara Miramontes</td>
<td>Assistant City Manager</td>
<td><a href="mailto:cmiramontes@cityofperris.org">cmiramontes@cityofperris.org</a></td>
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<tbody>
<tr>
<td>Grant Bennett</td>
<td>Superintendent</td>
<td>Pima Union High School District</td>
<td><a href="mailto:Grant.bennett@puhsd.org">Grant.bennett@puhsd.org</a></td>
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</tbody>
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</thead>
<tbody>
<tr>
<td>Judy Atchison</td>
<td></td>
<td>Riverside University Health System-Public Health Nursing/MCAH Branch</td>
<td><a href="mailto:jatchison@nvcocna.org">jatchison@nvcocna.org</a></td>
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</tr>
</thead>
<tbody>
<tr>
<td>1 Keith Gibbs</td>
<td>CEO</td>
<td>Sarges Community Base, Inc.</td>
<td><a href="mailto:Sarge@sargescb.org">Sarge@sargescb.org</a></td>
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</thead>
<tbody>
<tr>
<td>Opal Singleton</td>
<td>President and CEO, Million Kids</td>
<td><a href="mailto:Opal@MillionKids.org">Opal@MillionKids.org</a></td>
<td></td>
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<tr>
<td>Opal Singleton</td>
<td>Training and Outreach Coordinator</td>
<td><a href="mailto:Opal@MillionKids.org">Opal@MillionKids.org</a></td>
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<td>Riverside Co Anti Human Trafficking Task Fo</td>
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</tr>
</thead>
<tbody>
<tr>
<td>wendy Romero</td>
<td>CEC</td>
<td>Love 4 Life Association</td>
<td><a href="mailto:wendyromero1123@gmail.com">wendyromero1123@gmail.com</a></td>
<td></td>
</tr>
<tr>
<td>Brenda Romero</td>
<td>Vice President</td>
<td>Love 4 Life Association</td>
<td><a href="mailto:BrendaromeroX@gmail.com">BrendaromeroX@gmail.com</a></td>
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<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jeff Penn</td>
<td>Executive Director</td>
<td>Cops 4 Kids &amp; Communities</td>
<td>Email <a href="mailto:jeff@c4kc.org">jeff@c4kc.org</a></td>
<td>Signature</td>
</tr>
</tbody>
</table>

PART III, Page 40
Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

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<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>1  Corey Jackson</td>
<td>Chairman/CEO</td>
<td>Sigma Beta Xi, Inc.</td>
<td><a href="mailto:info@sigmabetaxi1.com">info@sigmabetaxi1.com</a></td>
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Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Linda</td>
<td>Council Member</td>
<td><a href="mailto:lkrupa@ci.hemet.ca">lkrupa@ci.hemet.ca</a></td>
<td></td>
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CITY COUNCIL / SUCCESSOR AGENCY
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: California Violence Intervention and Prevention (CalVIP) Grant Memorandums of Understanding with Community Based Organizations

REQUESTED ACTION: Direct City Manager to execute Memorandum of Understandings with Community Based Organizations for the PEACE (Protective factors Enacted to Advance Capable and Empowered families and youth) Project within the City of Perris.

CONTACT: Dr. Grace Williams, Planning & Economic Development Director

BACKGROUND/DISCUSSION:
In April of 2018, the City of Perris was selected as a recipient of a $500,000 California Violence Intervention and Prevention (CalVIP) grant to fund its Protective Factors Enacted to Advance Capable and Empowered (PEACE) project in support of violence prevention efforts for youth and their families within the Perris Unified School District, Val Verde Unified School District, Hemet Unified School District and local communities. On May 8th the City approved an Agreement with the Board of State and Community Corrections to implement the grant in partnership with five community based organizations (CBOs) and the aforementioned school districts. The PEACE project would help create a support network within the City that would improve youth resiliency in schools and in local neighborhoods, promote awareness and environments free from physical violence, bullying, gang violence, electronic aggression and violence fueled by sexual exploitation. By executing the agreement with the Board of State and Community Corrections, the City became the Lead Agency and Program Director for PEACE pursuant to the attached Scope of Work.

In implementing the PEACE project, City staff is asking that the Council direct the City Manager to develop and execute Memorandums of Understanding with CBOs consistent with the terms of Agreement with BSCC (attached) in order to implement the following programs within Perris communities and partner schools: a) school-based mentoring and violence prevention and intervention education; b) summer workshops and camps; and c) family and community engagement.

BUDGET (or FISCAL) IMPACT: None at this time.

Prepared By: Dr. Grace Williams, Planning & Economic Development Director
Reviewed by: Clara Miramontes, Assistant City Manager

Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Agenda: Consent Item
Attachment: CalVIP Agreement
California Violence Intervention and Prevention (CalVIP) Grant

PROPOSAL PACKAGE
COVER SHEET

Submitted by:
CITY OF PERRIS

Date submitted:
1/19/2018
CalVIP Proposal Checklist

A complete CalVIP Proposal package must contain the following (to be submitted in the order listed):

<table>
<thead>
<tr>
<th>Required Items:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Cover Sheet</td>
</tr>
<tr>
<td>2 CalVIP Proposal Checklist</td>
</tr>
<tr>
<td>3 Applicant Information Form</td>
</tr>
<tr>
<td>4 Proposal Narrative</td>
</tr>
<tr>
<td>5 Budget Table</td>
</tr>
<tr>
<td>6 Budget Narrative</td>
</tr>
</tbody>
</table>

**Required Attachment for All Applicants:**

| 7 Certification of Compliance with BSSC Policies on Debarment, Fraud, Theft and Embezzlement (Attachment G) |
| 8 CalVIP Project Work Plan (Attachment I) |

**Required Attachments for City Applicants ONLY:**

| 9 Commitment to Coordinated Violence Reduction Efforts (Attachment B) |
| 10 CalVIP Coordinating and Advisory Council Membership (Attachment C) |

**Optional:**

| 11 Governing Board Resolution (Attachment F) |

*Note: The Governing Board Resolution is due prior to Grant Award Agreement, *not* at time of proposal submission.*

I have reviewed this checklist and verified that all required items are included in this proposal packet.

[Signature]

Applicant Authorized Signature (see Applicant Information Form, Part L, next page)

*ATTACHMENTS OTHER THAN THOSE LISTED ABOVE WILL NOT CONSIDERED.*
## CalVIP Applicant Information Form

### A. APPLICANT

<table>
<thead>
<tr>
<th>NAME OF APPLICANT</th>
<th>TAX IDENTIFICATION #:</th>
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<table>
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<th>ZIP CODE</th>
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</thead>
<tbody>
<tr>
<td>101 N. D Street</td>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
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</table>

<table>
<thead>
<tr>
<th>MAILING ADDRESS (if different)</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
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### B. TAX IDENTIFICATION NUMBER

### C. CBO APPLICANTS ONLY: List the city (or cities) in which your organization will provide CalVIP grant-funded services.

### D. PROJECT TITLE:

Project PEACE (Protective factors Enacted to Advance Capable and Empowered families and youth)

### E. PROJECT SUMMARY (100-150 words):

The PEACE Project is designed to eradicate violence through a comprehensive multifaceted prevention strategy and multi-agency approach directed at risk factors from the following levels of influence: Individual, Relationship, Community, and Societal. The city of Perris and project partners are committed to preventing violence in Perris and surrounding communities at three levels, ensuring youth thrive in a safe and healthy environment free from physical violence, bullying, gang violence, endemic aggression, and violence fueled by sexual exploitation.

### F. GRANT FUNDS REQUESTED:

$500,000

### G. CITY APPLICANTS ONLY:

List the amount of funds that will be passed through to Community-Based Organizations (minimum 60 percent of F): $304,345

### H. PROJECT DIRECTOR:

<table>
<thead>
<tr>
<th>NAME</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Rebecca Miranda</td>
<td>Project Manager</td>
<td>951-943-6100 ext. 496</td>
</tr>
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<tr>
<th>STREET ADDRESS</th>
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<tbody>
<tr>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
<td><a href="mailto:rmiranda@cityofperris.org">rmiranda@cityofperris.org</a></td>
</tr>
</tbody>
</table>

### I. FINANCIAL OFFICER:

<table>
<thead>
<tr>
<th>NAME</th>
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</thead>
<tbody>
<tr>
<td>Jennifer Erwin</td>
<td>Director of Finance</td>
<td>951-943-6100 ext.244</td>
</tr>
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<tbody>
<tr>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
<td><a href="mailto:jerwin@cityofperris.org">jerwin@cityofperris.org</a></td>
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<tr>
<th>PAYMENT MAILING ADDRESS (if different)</th>
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### J. DAY-TO-DAY PROGRAM CONTACT:

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<tr>
<td>Rebecca Miranda</td>
<td>Project Manager</td>
<td>951-943-6100 ext. 496</td>
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<tr>
<td>Perris</td>
<td>CA</td>
<td>92570</td>
<td><a href="mailto:rmiranda@cityofperris.org">rmiranda@cityofperris.org</a></td>
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K. **DAY-TO-DAY FISCAL CONTACT:**

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<tr>
<th>NAME</th>
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<tbody>
<tr>
<td>Stephen Ajobiewe</td>
<td>Finance Manager</td>
<td>951-943-6100 ext. 270</td>
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<td>Perris</td>
<td>CA</td>
<td>92570</td>
<td><a href="mailto:sajobiewe@cityofperris.org">sajobiewe@cityofperris.org</a></td>
</tr>
</tbody>
</table>

L. **AUTHORIZED SIGNATURE**

By signing this application, I hereby certify that I am vested by the Applicant with the authority to enter into contract with the BSCC, and that the grantee and any subcontractors will abide by the laws, policies and procedures governing this funding.

<table>
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<tr>
<th>NAME OF AUTHORIZED OFFICER</th>
<th>TITLE</th>
<th>TELEPHONE NUMBER</th>
<th>EMAIL ADDRESS</th>
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<tbody>
<tr>
<td>Richard Belmudez, City Manager</td>
<td>951-943-6100 ext. 424</td>
<td><a href="mailto:rbelmudez@cityofperris.org">rbelmudez@cityofperris.org</a></td>
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**CONFIDENTIALITY NOTICE:**

All documents submitted as a part of the CalVIP proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, § § 6250 et seq.)
SECTION I: PROJECT NEED - The proposed Protective Factors Enacted to Advance Capable and Empowered (PEACE) ‘youth and their families’ project addresses violence prevention via public health, economic, and criminal justice risk factors with the mission of preventing violence before it occurs (again). Targeted Area- The PEACE project encompasses Riverside County’s lead agency City of Perris (Perris) and the City of Hemet (Hemet). The area was selected because partners were willing to cross boundaries with needed resources, experienced agencies familiar with program identified best practices, and because of an in-depth review of youth impacted by public health issues (using CDC’s Principles of Violence Prevention), economic factors (as described by the County of Riverside), crime/disparities impacting underserved youth/families that are prevalent in the area and vulnerable to violence; and the Universal Crime Report identification of the service area (specifically Hemet) as being disproportionately affected by violence when considering incidents of (1) homicide, (2) robbery and (3) aggravated assault (in comparison to the 482 cities contained in the California Department of Finance E-4 report).[1] Targeted Population- Youth ages 12 to 18 and their families residing within project boundaries/area were selected as the targeted population due to: 1) High Youth Population in the Area - Perris is home to two high school districts (Perris Union High, Val Verde Unified), and one elementary school district (Perris Elementary), which comprises a total of 8 high schools and 17 elementary/middle schools that serve an estimated 16,331 enrolled students. Of the 74,971 Perris residents 37% of the population are youth under 18.[2] Similarly, Hemet’s population has a total of 5 high schools and 20 elementary/middle schools (under Hemet Unified) serving an estimated 21,710 enrolled students with 25% of the population are youth under 18 years of age[3] and 2) High Youth Crime/Criminal Behaviors - Of the top offenses reported on youth, misdemeanors, and felonies are the major two offenses. Misdemeanors account for 55.6% of the 86,823 juvenile arrest reported in 2014.[5] Riverside County accounted for 22% of California’s total juvenile arrest for felony offenses.[4] Hemet juvenile felony arrest accounted for 9%, while Perris accounted for 5% of the felony juvenile arrest in 2015.[4] collectively reflecting over half of the arrest for the county. Gaps in Services - The primary gap in services identified is reflected in specific data on key public health, economic or crime indicators impacting area youth/families. These gaps in services are highlighted when focusing on the individual; relationships; community; and societal factors. Top indicators showing cities
and individuals/youth are vulnerable to violence, (using the National Network of Safe Communities report, Social- Ecological Health Model, and CDC’s Principles of Prevention) are a) limited prosocial activities for youth that deter volitional acts; b) high crime/arrest/incarceration; c) limited access to drug treatment programs; and d) incidence or prevalence of injury/disease resulting from violence.

Violence/Programs for Youth Designed to Deter Volitional Acts – Violence in the area is noted by a) homicides, gun violence and gang activity in the area. On Nov 10th, 2017, according to California Attorney General Javier Becerra, arrests were made after agents working with Riverside police obtained 30 felony arrest warrants resulting from solicitations to commit murder, assault with a deadly weapon, narcotics trafficking, firearms violations, and extortion and conspiracy for the benefit of a criminal street gang. [5] Gang members, loyal to major crime syndicates such as the Mexican Mafia, are now obtaining drugs and guns from LA neighborhoods and distributing them in Riverside County [6] supporting homicides as the leading cause of death among black and Hispanic men aged 15 to 34.[7] There are 391 gangs with over 10,620 members residing in Riverside County with an estimate 235 (65%) gangs represented in Perris and Hemet.[8] Perris Union High District, Val Verde Unified School District, and the Hemet School districts each identify tagging crews, drug groups, and gangs as one of the top 3 groups most disruptive at schools. Further, gangs are responsible for an average of 48% of violent crime in most jurisdictions and up to 90% in several others [9] resulting in deaths, sex-trafficking, and/or violence. Trafficking women and children for sexual exploitation is the fastest growing criminal enterprise in the world. Sex trafficking is a lucrative industry making an estimated $32 billion a year. Riverside County has become a hot spot for human trafficking according to UNODC Global Trafficking in Persons Report and Riverside County Anti-Human Trafficking (RCAHT) Taskforce.[10] Riverside County had over 5,304 reports of missing children in 2016.[11] Million Kids (project partner) are one of few programs in the county addressing human trafficking and the trauma and violence suffered by youth. Further, partners identified a need for increased employment and wage rates for families and programs affording access to drug treatment and mental health supportive services that divert volitional acts in the home against youth.

Crime/Arrest/Incarceration - City-Data com 2016 reports show Hemet’s Crime Index 67% higher than the National Average and Perris’ Auto Thefts exceeding the County’s’
average of 556 thefts per 100,000 at 721.2 (per). The crime rates for both reflected below are per 100,000.

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<th>Type</th>
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<tr>
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<td>2.6</td>
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<tr>
<td>Rapes</td>
<td>5.2</td>
<td>48.3</td>
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<td>Robberies</td>
<td>119.3</td>
<td>200.4</td>
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<tr>
<td>Assaults</td>
<td>167.6</td>
<td>469.1</td>
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<td>Burglaries</td>
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<tr>
<td>Auto Thefts</td>
<td>721.2</td>
<td>734.3</td>
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<tr>
<td><strong>Crime index (National Ave. = 280.5)</strong></td>
<td><strong>234.4</strong></td>
<td><strong>420.7</strong></td>
</tr>
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</table>

**Investment in Drug Treatment/Admission Programs** - In September 2017, the Riverside DEA Office, seized about 6500 pounds of meth, 770 pounds of heroin. That is almost one fourth as much meth, and one tenth as much heroin, as was seized by the entire DEA – nationwide from 2012 to 2014.[6] Even as the past decade has seen a rise in drug treatment admissions and federal spending, along with a drop in violent crime, Perris nor Hemet has experienced significant federal spending in the area for drug treatment. In fact, the only facility in either Perris or Hemet licensed to offer treatment to those with dual disorders is the Adelante Recovery Center in Perris. The need for increased investment remains as Desert Sun reports that the Drug Enforcement Administration reported Riverside county has become the single largest drug trafficking distribution center in the United States, built on a web of highways, nondescript suburbia and empty desert. [6]

**Incidence or Prevalence of Injury or Disease Resulting from violence** is a preventable public health problem. Different forms of violence – youth, gang, and sexual violence, suicide behavior is interconnected and often share the same root cause. Taking a public health perspective and understanding the overlapping causes of violence and the things that can protect people and communities can help prevent violence in all its forms. Recent interventions have found that major crime problems, like robbery and the most serious domestic violence, are also committed by a small number of high-risk people experiencing fractured relationships in the home, school and/or with their community. Over the past 30 years, the rise in violent crime parallels to the rise in broken families. High-crime neighborhoods are characterized by high concentrations of families abandoned by fathers, or with single parent households. Hemet's average household size is 2.6 people, having 27% married with children and 23% are single but have children; while Perris’s average household size is 4.3 people, having 48% married with children.
and 26% are single with children. Consequently, children from broken homes are 9 times more likely to commit crime or violent acts than those from stable families. Survivors of violence are left with permanent physical and emotional scars that affect public health of individuals and the safety and wellbeing of the community. Homicide is the second leading cause of death among youth aged 5-18. Data from the CDC's School-Associated Violent Death Study indicates that between 1% and 2% of these deaths happen on school grounds or on the way to or from school. Further, in-school bullying has a high tendency to turn youth towards acts of violence. Bullying Facts & Statics states that over 250,000 kids are physically attacked/or bullied every month in U.S. schools. In turn, 75% of all school shootings in the U.S. were from youth who were bullied, at one time or another. These findings underscore the importance of preventing violence at school as well as in communities for the public's health.

PROJECT DESCRIPTION

The (PEACE) project for 'youth and their families' addresses violence prevention as a public health issue, an economic factor, and a criminal justice problem with the goal of preventing violence before it occurs. The design serves in ‘triaging resources (across boundaries), best practices and area expertise' within the cities of Perris and Hemet that increases youth (and their families) access to opportunities, treatment and supportive services that affords the target area to serve as a safe and healthy, violent and crime-free, environment. To this end, The PEACE Project design incorporates protective factors instituted through the projects: 1) School-based Mentoring and Violence Prevention & Intervention Education, 2) Summer Workshops/Camp; and 3) Family/Community Engagement. Within each program component, the design incorporates the four level social-ecological model (with emphasis on culturally sensitive service) emphasizing: the individual (youth/families), relationships, community and societal factors – proven effective in sustained reduction in violence.

Component #1 (Primary and Secondary Prevention): School-based Mentoring and Violence Prevention & Intervention Education. Social Ecological Focus: Individuals (youth). Goal: Increase the number of youth adopting skills and strategies that lead to resiliency. Design - For this component, the PEACE program will provide a) School-
based Life Skills Training - 30 sessions (30 minutes) of Botvin Life Skills Training (LST) will be provided to at least 1,000 7th through 10th grade students each year (in class or before school), 80% will complete all sessions and demonstrate behaviors and learning that significantly reduces delinquency and violent behaviors. The project Advisory Council/Lead Agency will identify "high need" school sites and deploy nationally recognized and certificated Mentors to carry-out the Botvin LST sessions; b) Mentoring - Sessions will engage 120 youth in (identified as high risk by counselor, teacher or parent) in restorative justice circles and one-on-one or group mentoring for one hour each week. Enrollment into mentoring will include parent, youth, PA Mentor, and Project Coordinator and will support youth for a minimum of 6 months and up to 2 years via one-on-one or small groups and foster positive relationships and resiliency skills to address conflict. Services for this component will occur on school grounds before or during school. This component will be led/monitored by the Project Director; the Project Coordinator; 2 representatives from the Steering Committee, Sigma Beta Xi PA's. c) Work with students to implement the Peer Leaders Uniting Students (Plus) program to build strong student engagement, advocacy, and connections at the school site. This youth development and the peer to peer programs will support youth in developing four school anti-violence campaigns focused on bullying, electronic aggression, gang violence, violence fueled by sexual exploitation.

Component #2 (Primary and Secondary Prevention): Summer Program. Social Ecological Focus: Individuals (youth); Relationships (youth and their families); Goal: Increase healthy alternatives or prosocial activities available to youth during non-school hours (summer, weekends, before or after school) that prevents participation in risky behaviors and reduces the likelihood of youth's participation in violent crime. This aspect of the program will focus on a) PEACE Peer Leaders Development - wherein youth will peer leaders launch the 'Prevent Violence From Happening (again)' campaign while engaging a minimum of 120 youth each year (240 Total) to participate in two community wide anti-violence campaigns over each summer. To develop Peer Leaders, the PEACE
project will host a 2 Day Peer Development Training/Orientation (Year 1 – First 3 Months of Program). The training, following the PLUS program will equip youth to be Peer Leaders and serve in directing all aspects of the City anti violence campaign. The campaign will advocate change in societal community norms in promoting public health and economics (financial stability) as key factors in addressing violence. The campaign will also serve in educating youth of factors that make youth and communities vulnerable to violence. The student led community wide campaign will coordinate efforts with students (from both Perris and Hemet’s school district), area community leaders, law enforcement, residents, teachers, and parents. b) Summer Transformation Camp - a 3 Day/2 Nights PEACE - Stop the Violence Boot-camp, (Year 2-) will focus on building resiliency and awareness of behaviors that promote violence. The transformation will be supervised by trained ‘boot-camp’ instructors and the Peer Leaders will facilitate activities with instructors. Activities will focus on resiliency and assist youth in building positive and directed relationships. Project partnering SARGE Community Base will lead this effort along with his team of instructors and leaders from participating CBO/FBO’s. c) 12 Weeks ‘PEACE’ workshops will occur over the summer on Saturdays and will include supporting anti-violence topics such as bullying, electronic aggression, gang violence, violence fueled by sexual exploitation. Sessions will include interactive topics (where youth participate in resiliency against violence) and where youth will be allowed to connect and foster a positive relationships with cops, community public health leaders, and employers). The Summer Session’s first Saturday will be launched with a ‘Making It Day’ facilitated by Edward Dejesus (Nationally Recognized by the Education Association for youth engagement) with ongoing facilitation by the PEACE project’s Project Coordinator, and leading representatives from Perris and Hemet and the 5th Street 7th Day Adventist Church Cops and Clergy group. Location: Summer sessions will be held on school site(s) in Perris and Hemet.

Component #3: (Secondary and Tertiary Prevention): Family/Community Engagement- Social Ecological Focus: Individuals; Relationships; Community and Societal factors that help create a climate in which violence is discouraged or inhibited. Goal - Reduce violence in the community through parent engagement and community-scale anti-violence activities a) Family/Community Engagement Sessions - will engage area parents, residents, stakeholders and leaders in participating in the PEACE- Stop the
Violence Before it Happens (again) Parent Engagement Sessions. Four (4) sessions will serve in highlighting the physical and social environment within families and the community that are vulnerable to violence. Sessions, facilitated by Million Kids -Opal Singleton (DOJ Contractor). b) PEACE Symposium - will offer an anti-violence symposium that will engage experts in public health, crime prevention, and skills development to provide key-note addresses, as well as community members, law enforcement, community and faith based leaders and city officials to serve on panels. c) Wrap Around Case Management - will provide effective prevention and intervention services to a minimum of 40 families each year with 75% (30) utilizing PEACE project coordinated supportive services or occupational skills trainings to foster increase wage earnings. Case management will be culturally competent, and trauma informed designed to connect families to social services, employment and public health resources that will increase capacity to access public health support, treatment, counseling, capable of reducing family risk factors for victimization and becoming a victim. The family program will be led by Perris 5th Street 7th Day Adventist Church with sessions held throughout both Perris and Hemet. Sessions will occur both in Hemet (at partnering FBO site) and Perris (at the City Community Center). Each project identified location are easily accessible by youth/families. Evidence-based Programs for Reducing Violence - Evidence-based models and strategies incorporated in the program were selected due to proven practices in reducing violence and it includes: 1) CDC's Principles of Prevention - The Centers for Disease Control’s Division of Violence Prevention has been researching, evaluating, and working to prevent violence for almost three decades. They have published publications such as ‘Veto Violence’ and ‘Preventing Youth Violence: Opportunities for Action’. The framework has proven successful in preventing and reducing crime in communities. The model has two purposes to help us understand the factors that put people at risk or protect them from violence and to provide communities with a framework for prevention. 2) The Social Ecological Framework - The PEACE Program issues the social ecological model that has been used to explain many public health issues since the 70’s. The framework assists in identifying gaps in services as it relates to individuals, Relationships, Community, and Societal factors. 3) Peer Leaders Uniting Students (PLUS) promotes valuable solutions to assist teachers/facilitators in a) assessing the climate of the classroom; b) building trusting relationships between
students; c) creating opportunities for listening; and d) developing a mechanism to sustain the safe school efforts. 4) Critical Mentoring — ensures mentoring is culturally sensitive to race, ethnicity, class, gender and sexuality when buffering strong connections with caring adults and youth’s involvement in activities. The model encourages mentors to assist youth in applying new skills learned in culturally appropriate and sensitive ways; and 5) Botvin Life Skills Training (LST) — The adopted LST universal school-based program targets the major social and psychological factors that contribute to the use of drugs, as well as risky behaviors that contribute to violence. Using culturally sensitive, trauma informed approaches and developmentally and age appropriate content, LST facilitators are instructed to offer structured group activities and discussions (including role playing support resiliency against harmful behaviors and influences.

Culturally Diverse Project Training — The PEACE program staff, partners will be trained by Guardian Quest Dr. A. Taylor on cultural diversity and trauma informed care. The training adopts principles and practices in equipping staff in being culturally sensitive to diverse populations encountered on/off the job. Guardian Quest (who has over 20 years in Diversity Training) currently addresses cultural racial barriers in schools across the U.S. The five core competencies that will be use include: 1) to promote an inclusive, welcoming, and respectful environment that embraces diversity; 2) foster academic and non-academic skills that broaden participant horizons; 3) effectively implementing curricula and program activities; 4) responsible and healthy decision-making among all participants; 5) leadership, team-building and self-advocacy skills among leaders and ultimately the participants. Staff Trainings — Strategies will be incorporated into the program ensuring there are staff members that are bilingual in English/Spanish to conduct linguistic and cultural sensitive family services. PEACE trainings will demonstrate the projects commitment to diversity and ensure staff are trained, age and culturally diverse to support diverse youth (i.e. youth that may identify as lesbian, gay, bisexual, transgender, or questioning (LGBTQ)) and address their unique needs. Principles learned will serve as a hallmark for all meetings, campaigns, mentoring, and workshops.

Project Partners, Roles and Responsibility

<table>
<thead>
<tr>
<th>Partnering Agencies</th>
<th>Roles and Responsibilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Perris</td>
<td>Lead Applicant - Community City engagement, Program oversight and fiscal mgmt, Pro-social activities</td>
</tr>
<tr>
<td>City of Hemet</td>
<td>Partner - Work with City of Perris in executing multijurisdictional violence prevention strategies</td>
</tr>
</tbody>
</table>
City of Perris CALVIP
Perris/Hemet Collaborative PEACE Project
A New Way of Preventing Violence Before It Happens (Again)

Perris and Hemet’s Unified School Districts
Sigma Beta Xi
Million Kids
Cops 4 Kids and Communities
Sarge’s Community Base 5th Street 7th Day Adventist (Cops &Clergy)

Partner - Provide access to 7th - 10th classrooms for LST programming.
provide on-site meeting space for mentoring
CBO- Mentoring, Life skills training, School Violence prevention campaigns, restorative justice circles, PLUS Program
CBO - Parent Violence prevention workshop, Symposium, Summer violence prevention training, Violence prevention campaign
CBO- Summer Program fostering positive relationship with public safety, Mentoring
CBO- 3 Day Summer Life Skills Training
FBO - Project management, Family Case management, Violence prevention campaigns

Data Collection and Evaluation Plan: Perris will contract with Dr. Kimberly Kirner, an outside evaluator, to conduct its Local Evaluation Plan and Final Local Evaluation Report (FLER). Dr. Kirner is an applied anthropologist and tenured professor at California State University Northridge (CSUN) with a decade of experience in conducting evaluations, with a specialization in evaluations for programs that provide social services, mental health services, and education to at-risk youth and adults. Dr. Kirner will work with Perris in developing a detailed Local Evaluation Plan, including any specific instruments for data collection (i.e., the pre- and post-program surveys for each component of the PEACE project), within the first three months' post-award. Data will be collected by project PA’s, Mentors, Coordinator and partnering CBO/FBO’s forwarded to the Project Coordinator who will enter data into a password-secured online data entry system. Dr. Kirner will download and analyze the data on a semi-annual basis to allow for continuous improvement, with the FLER provided at the close of the program. Process and Outcomes Evaluation: Each semi-annual evaluation provides both process (formative) and outcomes (summative) evaluation. Process evaluation will focus on outputs that provide proximate benchmarks for future success, including indicators such as the number of youth recruited, the number of youth served, and the number of sessions completed, and impact of campaigns. Outcomes evaluation will focus on indicators that assess meeting goals and objectives, such as increase in positive relationships, improved skills to handle conflict without violence, reduction of area indicators making youth, families and cities (across city boundaries) vulnerable to violence, human trafficking, bullying, and increased awareness of public health factors capable of addressing violent behaviors. These will be used together throughout the duration of the project to evaluate progress toward the project goals, to identify potential challenges in meeting goals, and if necessary, to guide corrective action during the project to ensure goals are met.

Evaluation Model: A detailed evaluation design, including specific data collection
instruments and a human subjects protocol, will be provided in the Local Evaluation Plan.

The preliminary plan is to use a pre/post test model to evaluate the program's effectiveness in meeting program goals and objectives. Each component of the PEACE project (school, summer, and family) will be evaluated separately for its effectiveness, and the project as a whole will also be evaluated by looking at trends across components and throughout the duration of the grant period. Additionally, evaluation will conduct analysis of disparities in outcomes to ensure that all program participants (regardless of ethnicity and gender) achieve the same positive changes as a result of the program. Analysis of disparities often provides key insights into potential barriers to success in particular populations, allowing corrective actions to be made early in the program.

**Metrics I:**

<table>
<thead>
<tr>
<th>Component #1 – School-Based Program Goal: Increase the number of youth adopting skills and strategies that lead to resiliency</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Output Metrics:</strong> # of educational sessions provided per youth; # of restorative justice circles provided; # of youth participating in each activity and overall; # of youth trained in advocacy; retention rate</td>
</tr>
<tr>
<td><strong>Outcome Metrics:</strong> pre/post test surveys for educational sessions; pre/post test surveys for restorative justice circles; pre/post test surveys for peer advocates, behavior records (aggregated)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Component #2 – Summer Program Goal: Increase healthy alternatives or prosocial activities available to youth during non-school hours (summer, weekends, before or after school) that prevents participation in risky behaviors and reduces the likelihood of youth's participation in violent crime</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Output Metrics:</strong> # of youth enrolled in summer program; # of youth enrolled in anti-violence campaign, # of parents enrolled in skill building sessions; # of days of youth services provided; # of parent sessions provided; retention rate</td>
</tr>
<tr>
<td><strong>Outcome Metrics:</strong> pre/post surveys of youth in summer program; pre/post surveys of youth in anti-violence campaign; pre/post surveys of parents in skill-building sessions; qualitative observations by parents of youth</td>
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</table>

<table>
<thead>
<tr>
<th>Component #3 – Family/Community Program Goal: Reduce violence in the community through parent engagement and community-scale anti-violence activities</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Output Metrics:</strong> # of families served with case management services; # of attendees at anti-violence symposium; # of people attending one or more family/community engagement sessions; retention rate in case management</td>
</tr>
<tr>
<td><strong>Outcome Metrics:</strong> quantitative assessment pre/post case management for families (including substance use, domestic violence, housing stability, and criminal justice involvement) combined with pre/post surveys of family participants; pre/post surveys of attendees at symposium; pre/post surveys of people attending family/community engagement sessions, City crime rates (aggregated)</td>
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</table>

**Oversight and Monitoring:** Dr. Kirner will serve as the outside evaluator, working with the Project Director to ensure that data is collected in a timely and accurate fashion.

Progress of evaluation progress will be monitored towards the completion of the Local Evaluation Plan, semi-annual evaluation reports, and the FLER. Dr. Kirner, the Project Director (and PD invited partners), and a representative from the steering committee will have a semi-annual meeting to review findings in the semi-annual evaluation reports and generate plans for corrective actions as necessary.
Bibliography


13. *Children from broken homes ‘nine times more likely to commit crimes’*. Bloxham, Andy. 2010, The Telegraph.


15. *Bullying and Criminal Behavior: A Possible Link?* 2015, NY Daily News
<table>
<thead>
<tr>
<th>BSCC Budget Line Item</th>
<th>A. GRANT FUNDS</th>
<th>B. CASH MATCH</th>
<th>C. IN-KIND MATCH</th>
<th>D. TOTAL (A+B+C)</th>
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<td>$0</td>
<td>$151,840</td>
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<tr>
<td>3. Professional Services</td>
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1. Salaries and Benefits

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**Program Director** – Rebecca Miranda will serve as the Program Director over the PEACE Program. As Program Director, she will support the efforts and oversee the coordination and administration of all aspects of the program including planning, organizing, and compliance. Burdened rate includes salary and benefits.

**Project Coordinator** – Martin Martinez will be responsible for supporting all activities associated with the PEACE Program and will report to the project director and the steering advisory committee. The project coordinator will work with the project the project liaison and CBO’s to oversee and support CBO activities. **GRANT FUNDS = $100,672** MATCH FUNDS = $51,168

1. Services and Supplies:

<table>
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<tr>
<th>Items</th>
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<td><strong>$0</strong></td>
<td><strong>$0</strong></td>
<td><strong>$16,580</strong></td>
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</tbody>
</table>

**Copying, Paper, General Supplies** - Office supplies will be used to review, process, and manage project outcomes and to assist with surveys and taskforce tracking. **Botvin LST Curriculum** – Teachers manual for the 7th/8th grade and 9th/10th which includes the teachers manual, CD and 30 student guides. Student guide packs for 7th/8th grade and 9th/10th to be used to deliver life skills training. PLUS, program resources for the student advocacy training. **GRANT FUNDS = $14,540** MATCH = $2,040

3. Professional Services

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>Cost</th>
<th>Unit</th>
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<td>Guardian Quest</td>
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</table>
Guardian Quest- Will provide cultural diversity and trauma informed care training to the project team. Botvin Life Skills training- Three project members will take the online Botvin Life Skills training as a refresher and in preparation to deliver the Life skills program to school sites. Making It Day, Inc. Edward DeJesus (Author)- Will provide training to CBO’s that culminates in high intensity interactive learning for program enrolled youth.

GRANT FUNDS = $7,300 MATCH = $3,100

4. Community-Based Organization Subcontracts:

<table>
<thead>
<tr>
<th>Community Based Organization</th>
<th>Rate</th>
<th>Hrs</th>
<th>Requesting Amount</th>
<th>Cash Match</th>
<th>In-Kind Match</th>
<th>Total Project Cost</th>
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</thead>
<tbody>
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</table>

<table>
<thead>
<tr>
<th>Community Based Organizations</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sigma Beta Xi</td>
<td>Life skills, Mentoring, Peer Advocacy training, 4 wk Summer Program</td>
</tr>
<tr>
<td>5th Street Perris 7th day Adventist</td>
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<td>Sarge’s Community Base</td>
<td>3-Day 2 night Summer Transformation Camp</td>
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<tr>
<td>Million Kids</td>
<td>Community &amp; Student/peer training, Symposium, 4 wk Summer Program</td>
</tr>
<tr>
<td>Cops 4 Kids</td>
<td>Mentoring, 4 wk Summer Program,</td>
</tr>
</tbody>
</table>

The PEACE Program community based organizations will engage participants, families and the community to services aimed to reduce school and community violence. All agencies will participate in the symposium as well as the City wide anti-violence campaigns. The above charts represent costs and services performed by each community based organization. GRANT FUNDS = $304,395 MATCH = $378,904
5. Indirect Costs:

<table>
<thead>
<tr>
<th>Item(s)</th>
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<th>Rate</th>
<th>Requesting Amount</th>
<th>Cash Match</th>
<th>In-Kind Match</th>
<th>Total Project Cost</th>
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<td>$14,520</td>
<td>$14,520</td>
<td>$0</td>
<td>$29,040</td>
</tr>
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</table>

The City of Perris will use 3% as the indirect cost rate, which is less that the de minimis rate of 10%. Funding will be used to support the grants administrative and fiscal activities.

**GRANT FUNDS = $14,520**  **MATCH = $29,040**

6. Project Evaluation:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Rate</th>
<th>Hrs</th>
<th>Requesting Amount</th>
<th>Cash Match</th>
<th>In-Kind Match</th>
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<td>$89,897</td>
</tr>
</tbody>
</table>

**Evaluation** – Dr. Kimer serves as the PEACE lead for the evaluation unit. The PEACE Eval Team will focus on data collection and analysis and conduct an Impact Assessment on the effectiveness of each project component. **FUNDS = $44,554**  **MATCH = $45,343**

7. Equipment/Fixed Assets:

No equipment will be purchased with grant funds.

8. Other (Travel, Training, etc.):

<table>
<thead>
<tr>
<th>OTHER</th>
<th>Item(s)</th>
<th>Rate</th>
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<tbody>
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<td>Airfare</td>
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<td>6</td>
<td>$276</td>
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<tr>
<td>Symposium</td>
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<tr>
<td>Subtotal</td>
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<td>$13,976</td>
<td>$0</td>
<td>$4,900</td>
<td>$18,876</td>
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**Project council site fees** – will cover the meeting location for Peace advisory council meetings. **Airfare and per diem** covers the airfare and taxi, meals, and incidentals for 3 people to attend two grantee orientations. **Stipend** – funds will support symposium speakers, peer leaders in the schools and working on City campaigns. **Symposium** – will cover the expenses of hosting and marketing the anti-violence symposium. **GRANT FUNDS = $13,976**  **MATCH = $4,900**
Attachment G
Certification of Compliance with BSCC Policies Regarding Debarment, Fraud, Theft and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or

2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

[ x ] I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.

[ x ] I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

[ x ] I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

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<tr>
<th>AUTHORIZED SIGNATURE</th>
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<tbody>
<tr>
<td>NAME OF AUTHORIZED OFFICER</td>
</tr>
<tr>
<td>Richard Belmudez, City Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STREET ADDRESS</th>
<th>CITY</th>
<th>STATE</th>
<th>ZIP CODE</th>
</tr>
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<tbody>
<tr>
<td>101 North D Street, Perris, CA</td>
<td>92570</td>
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<thead>
<tr>
<th>APPLICANT’S SIGNATURE (Blue Ink Only)</th>
<th>DATE</th>
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<td>X</td>
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</table>
## (1) Goal: School-Based Program

Increase the number of youth adopting skills and strategies that lead to resiliency.

### Objectives

- **A)** Provide 30 sessions (30 minutes) of Botvin Life Skills Training (LST) to at least 1,000 7th through 10th grade students each year with 80% completing all sessions and demonstrating behaviors and learning that significantly reduces delinquency and violence;  
- **B)** Provide after school restorative justice circles and one-on-one or group mentoring for one hour a week for up to 120 school counselor referred students identified as high risk;  
- **C)** Facilitate ‘Peer Led Groups (PLG)’ that will train a minimum of 80 youth in advocacy (using the PLUS model) resulting in four (4) school anti-violence campaigns; 2 community service learning projects activities that support the identified goal and objectives

<table>
<thead>
<tr>
<th>Project activities that support the identified goal and objectives</th>
<th>Responsible staff/partners</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Identify &quot;high need&quot; schools w/need for PEACE project</td>
<td>Council, PD, PC</td>
<td>06/01/18</td>
<td>06/30/18</td>
</tr>
<tr>
<td>Educate school counselors - process of referring youth</td>
<td>PC, Sigma Beta Xi</td>
<td>08/2018</td>
<td>09/2018</td>
</tr>
<tr>
<td>Implement the PLUS program and staff training</td>
<td>PC, Sigma Beta Xi</td>
<td>08/2018</td>
<td>05/2019</td>
</tr>
<tr>
<td>Engage Peers for 2 Day Peer Development Training</td>
<td>PD, School Dist.</td>
<td>06/01/18</td>
<td>08/01/18</td>
</tr>
<tr>
<td>Coordinate / host 2 Community wide service learnings</td>
<td>PC, Perris 7th Day</td>
<td>08/01/18</td>
<td>5/20/19</td>
</tr>
<tr>
<td>Data collection, assessment and reporting</td>
<td>Eval, PC, Council; CBO's/FBO's</td>
<td>06/01/18</td>
<td>5/30/19</td>
</tr>
</tbody>
</table>

## (2) Goal: Component #2 – Summer Program

Increase healthy alternatives or prosocial activities available to youth during non-school hours (weekends, before or after school) that prevents participation in risky behaviors and reduces likelihood of youth’s participation in violence.

### Objectives

- **A)** To provide PEACE Summer Program services to a minimum of 120 youth each year (240 Total);  
- **B)** To engage 120 participating youth in at least two communities wide anti-violence campaign each summer (240 Total).

<table>
<thead>
<tr>
<th>Project activities that support the identified goal and objectives</th>
<th>Responsible staff/partners</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Day Peer Leaders Training for Youth</td>
<td>PC, Million Kids</td>
<td>08/01/18</td>
<td>09/30/18</td>
</tr>
<tr>
<td>3 Day/2 Nights PEACE - Transformation camp</td>
<td>PC, SARGES</td>
<td>06/2019</td>
<td>06/2019</td>
</tr>
<tr>
<td>12 weeks PEACE- Stop Violence workshops (summer)</td>
<td>PC, All CBO/FBO’s</td>
<td>06/2019</td>
<td>08/2019</td>
</tr>
<tr>
<td>Host 2 youth engaged community wide campaigns</td>
<td>PC, All CBO/FBO’s</td>
<td>06/2019</td>
<td>08/2019</td>
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<tr>
<td>Facilitate Monthly project Council Meetings, Data collection, assessment and reporting</td>
<td>Eval,PD, PC; CBO's/FBO's</td>
<td>6/01/18</td>
<td>5/30/19</td>
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</tbody>
</table>

## (3) Goal: Component #3 – Family/Community Program

Reduce violence in the community through community-scale anti-violence activities.

### Objectives

- **A)** Four Family/Community Engagement Sessions will engage the community in the Citywide campaigns;  
- **B)** Host an anti-violence symposium that will engage over 300 area residents to support the Anti-Violence Campaign (including attending at least two of Family/Community Engagement sessions);  
- **C)** Provide wraparound case management services to a minimum of 40 families each year with 75% (30) of the identified families utilizing coordinated supportive services or skills trainings.

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<thead>
<tr>
<th>Project activities that support the identified goal and objectives</th>
<th>Responsible staff/partners</th>
<th>Start Date</th>
<th>End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steering committee and Lead CBO set dates for symposium and citywide campaigns</td>
<td>Perris 7th day Adventist</td>
<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Recruit students for symposium and deliver 2 day Family Engagement training</td>
<td>Million Kids and all CBO's</td>
<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Educate school staff on referral process for family support, Facilitate Family Engagement Training</td>
<td>Perris 7th day Adventist</td>
<td>06/2018</td>
<td>07/2018</td>
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<tr>
<td>Provide Wrap-around Case management</td>
<td></td>
<td>06/2018</td>
<td>07/2018</td>
</tr>
<tr>
<td>Facilitate Monthly project Council Meetings, Data collection, assessment and reporting</td>
<td>Eval,PD, PC; CBO's/FBO's</td>
<td>6/01/18</td>
<td>5/30/19</td>
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</tbody>
</table>
Attachment B (City Applicants Only)
Commitment to Coordinated Violence Reduction Efforts

To: Cities Applying for the CalVIP Grant

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city that receives a CalVIP grant shall collaborate and coordinate with area jurisdictions and agencies, including the existing county juvenile justice coordination council, with the goal of reducing violence in the city and adjacent areas."

In the space below, please explain how your city will fulfill this obligation if selected for CalVIP funding:

The City of Perris's CalVIP Advisory Council is will work with the Riverside County Juvenile Justice Coordinating Council (RCJCC) by ensuring at least one CalVIP Advisory Council member attends the RCJCC meetings that are held in March and November. The CalVIP Advisory council will include members form the City of Perris and Hemet police departments as well as County Probation.

A signature below is an assurance that the city will fulfill this obligation if selected for CalVIP funding:

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATURE</th>
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</thead>
<tbody>
<tr>
<td>NAME OF AUTHORIZED OFFICER: Richard Belemudez, City Manager</td>
</tr>
<tr>
<td>STREET ADDRESS: 101 North D Street, Perris, CA 92570</td>
</tr>
<tr>
<td>APPLICANT'S SIGNATURE (Blue Ink Only): X</td>
</tr>
</tbody>
</table>
Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: “Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents.” This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Greg Fellows</td>
<td>Sheriff's Captain: Chief of Police Riverside Sheriff: Perris Police Department</td>
<td><a href="mailto:gfellows@riversidesheriff.org">gfellows@riversidesheriff.org</a></td>
<td>[Signature]</td>
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<thead>
<tr>
<th>Name</th>
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<tbody>
<tr>
<td>2 Clara Miramontes</td>
<td>Assistant City Manager</td>
<td><a href="mailto:cmiramontes@cityofperris.org">cmiramontes@cityofperris.org</a></td>
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<tr>
<th>Name</th>
<th>Title</th>
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<tbody>
<tr>
<td>Grant Bennett</td>
<td>Superintendent</td>
<td>Perm's Union High School District</td>
<td><a href="mailto:Grant.bennett@puhsd.org">Grant.bennett@puhsd.org</a></td>
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</table>
Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: “Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents.” This can be an existing group, but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Judy Atchison</td>
<td>Public Health Nursing/MCAH Branch</td>
<td>Riverside University Health System-Public Health Nursing/MCAH Branch</td>
<td><a href="mailto:jatchison@rivcocha.org">jatchison@rivcocha.org</a></td>
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Attachment C (City Applicants Only)  
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<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
<th>Signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>1  Keith Gibbs</td>
<td>CEO</td>
<td>Sarges Community Base, Inc.</td>
<td><a href="mailto:sarge@sargescb.org">sarge@sargescb.org</a></td>
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</thead>
<tbody>
<tr>
<td>1 Opal Singleton</td>
<td>President and CEO MillionKids</td>
<td><a href="mailto:Opal@MillionKids.org">Opal@MillionKids.org</a></td>
<td></td>
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</tr>
<tr>
<td>2 Opal Singleton</td>
<td>Training and Outreach Coordinator</td>
<td>Riverside Co Anti Human Trafficking Task Force</td>
<td><a href="mailto:Opal@MillionKids.org">Opal@MillionKids.org</a></td>
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Please list the members of the coordinating and advisory council that prioritized the use of CalVIP funds as reflected in this proposal. Include name, title, organization, email address and signature. This document shall be considered public record. As such, do not include confidential information.

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<tr>
<th>Name</th>
<th>Title</th>
<th>Organization</th>
<th>Business Email Address</th>
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<tr>
<td>Wendy Romero</td>
<td>CEO</td>
<td>Love 4 Life Association</td>
<td><a href="mailto:wendyromero1123@gmail.com">wendyromero1123@gmail.com</a></td>
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<tr>
<td>Brenda Romero</td>
<td>Vice President</td>
<td>Love 4 Life Association</td>
<td><a href="mailto:Brendaromerox@gmail.com">Brendaromerox@gmail.com</a></td>
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<tr>
<td>Jeff Penn</td>
<td>Executive Director</td>
<td>Email <a href="mailto:jeff@4kc.org">jeff@4kc.org</a></td>
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Attachment C (City Applicants Only)
CalVIP Coordinating and Advisory Council Membership

Assembly Bill 97 (Statutes of 2017, Chapter 14) mandates that: "Each city grantee shall also establish a coordinating and advisory council to prioritize the use of the funds. Membership shall include city officials, local law enforcement, local educational agencies, local community-based organizations, and residents." This can be an existing group but they must convene separately for the purpose of prioritizing the use of CalVIP funds.

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<tbody>
<tr>
<td>1</td>
<td>Corey Jackson</td>
<td>Chairman/CEO</td>
<td><a href="mailto:info@sigmabetaxi.com">info@sigmabetaxi.com</a></td>
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<td>Sigma Beta Xi, Inc.</td>
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<tbody>
<tr>
<td>Linda Krupa</td>
<td>Council Member</td>
<td><a href="mailto:LKrupa@cityofhemet.org">LKrupa@cityofhemet.org</a></td>
<td>Signature</td>
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CI Distribution, LLC has applied for a City of Perris Commercial Marijuana Operation Permit to conduct a wholesale commercial marijuana distribution operation located at 5055 Western Way. This use will be in conjunction with an approved marijuana cultivation operation at this location. “Distribution” is the procurement, sale, and transport of marijuana and marijuana products between entities licensed for and/or engaged in commercial marijuana activities. (Perris Municipal Code (PMC) section 5.58.030(N).)

PMC section 5.58.128 (Community Benefit Agreement) provides in part that “prior to operating in the city and issuance of a certificate of occupancy, in addition to the issuance of a Commercial Marijuana Operation Permit, a distribution... commercial marijuana operation shall apply for and enter into a Community Benefit Agreement with the city...”

CI Distribution and City staff have negotiated a Community Benefit Agreement (CBA). Major details of the negotiated CBA include:

1. **Fees.** Provides for payment of fees on a quarterly basis to the City of 5% of the proceeds (defined as total revenue) of the proposed distribution operation, that are realized from non-CI products (the CBA exempts products that originate with CI to avoid double taxation).
2. **General Fund.** The fees are for the funding of City programs and activities that benefit the City of Perris community, to be deposited into the City’s general fund and available for any lawful purposes as determined by the City Council.
3. **Termination.** Fee collection terminates upon the date collection begins of a tax approved by the voters that is similar to the community benefit fee.

CI Distribution provided to the City the following accounting of charges levied on commercial marijuana distribution operations in the region:

- City of Los Angeles: 1%
- Culver City: 2%
- City of San Diego: 5%
- Santa Ana: 5%
- Long Beach: 6%
- Costa Mesa: 6%

Based upon these examples, City staff and CI Distribution agreed to a competitive fee of 5%.
Pursuant to PMC section 5.58.128(C) the City Council may not approve the CBA unless the City Council finds that the provisions of the agreement protect and promote the public health, safety, and welfare of the City and its residents, through findings such as, but not limited to, the following:

- The proposed operation will provide economic benefits to the City; and/or
- The proposed operation will provide employment opportunities for City residents; and/or
- The proposed operation will positively impact the community, based on factors such as, without limitation, whether and to what extent the proposed operation will offer or engage in community service, education, outreach and engagement programs.

The Director of Community Development recommends to the City Council the CBA is consistent with policies of the City and PMC Chapter 5.58. (PMC section 5.58.128(B).) The CBA is categorically exempt from CEQA pursuant Sections 15060(c)(2) and 15061(b)(3), as approval of this Agreement will not result in a direct or reasonably foreseeable indirect physical change in the environment.

**BUDGET (or FISCAL) IMPACT:**

Execution of the CBA will generate fees for deposit into the City’s general fund, for the funding of City programs and activities that benefit the City of Perris community, and available for any lawful purposes as determined by the City Council.

---

Prepared by: Kenneth Phung, Planning Manager

City Attorney: Eric Dunn
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwin

Consent: June 12, 2018

Attachment: 1. Proposed Community Benefit Agreement
COMMUNITY BENEFIT AGREEMENT
by and between
CITY OF PERRIS and
CI DISTRIBUTION, LLC

This Community Benefit Agreement ("Agreement") is made and entered into this ___ day of ________, 2018 by and between the City of Perris, a California municipal corporation ("City"), and CI Distribution, a California limited liability company ("Operator"). The City and Operator shall be referred to jointly within this Agreement as the "Parties" and individually as a "Party."

RECYTALS

A. Chapter 5.58 (Commercial Marijuana Operations Regulatory Program) of the Perris Municipal Code ("PMC") provides for the issuance of City of Perris Commercial Marijuana Operation Permits to qualified marijuana distributors which authorize the commercial activity involving the procurement, sale, and transport of marijuana and marijuana products between entities licensed for and/or engaged in commercial marijuana activities.

B. Operator desires a City of Perris Commercial Marijuana Operation Permit for marijuana distribution to be issued to Operator. The City has accepted an application from Operator for the issuance of such a permit.

C. Perris Municipal Code section 5.58.128 (Community Benefit Agreement) provides that prior to operating in the City of Perris and issuance of a certificate of occupancy, in addition to the issuance of a City of Perris Commercial Marijuana Operation Permit, a distribution commercial marijuana operation shall apply for and enter into a community benefit agreement with the City setting forth the terms and conditions under which the distribution commercial marijuana operation will operate that are in addition to the requirements of Chapter 5.58 of the Perris Municipal Code, possibly including, but not limited to, public outreach and education, community service, payment of fees and other charges as mutually agreed, and such other terms and conditions that will protect and promote the public health, safety, and welfare of the City and its residents.

D. City staff and Operator have negotiated a community benefit agreement, as provided for herein, setting forth the terms and conditions under which the proposed commercial marijuana distribution operation will operate, that are in addition to the requirements of Chapter 5.58 of the Perris Municipal Code.

E. The City of Perris Director of Development Services has prepared a report to the City Council on the terms and conditions of the proposed community benefit agreement which concludes that the Agreement as proposed is consistent with the policies of the City as well as the requirements of Chapter 5.58 of the Perris Municipal Code, as required by PMC section 5.58.128(B)(3).

F. The City Council finds, pursuant to the requirements of PMC 5.58.128(C), that the provisions of the Agreement protect and promote the public health, safety, and welfare of the City and its residents, for reasons which include:
i. The proposed commercial marijuana distribution operation will provide economic benefits to the City through the payment of fees to the City for public purposes; and/or

ii. The proposed commercial marijuana distribution operation will provide employment opportunities for City residents; and/or

iii. The proposed commercial marijuana distribution operation will positively impact the community through the payment of fees to the City for public purposes.

**OPERATIVE PROVISIONS**

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

1. **DEFINITIONS.**

   Within this Agreement, the following terms have the meanings set forth below:

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

   1.2 “Commercial marijuana operation permit” means a City of Perris permit issued pursuant to the procedures provided for in Chapter 5.58 of the Perris Municipal Code and which allows the permit holder to operate a specific type of commercial marijuana operation in the City of Perris subject to the requirements of Chapter 5.58 of the Perris Municipal Code, state law, and the specific permit.

   1.3 “Distribution” means the procurement, sale, and transport of marijuana and marijuana products between entities licensed for and/or engaged in commercial marijuana activities.

   1.4 “Finance Director” shall mean the Finance Director of the City of Perris and his/her designee(s).

   1.5 “Marijuana” has the same definition as provided for in Section 26001 of the Business & Professions Code for the term “cannabis,” and as may be amended, defined as “all parts of the plant Cannabis sativa Linnaeus, Cannabis indica, or Cannabis ruderalis, whether growing or not; the seeds thereof; the resin, whether crude or purified, extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or resin. ‘Cannabis’ also means the separated resin, whether crude or purified, obtained from cannabis. ‘Cannabis’ does not include the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks (except the resin extracted therefrom), fiber, oil, or cake, or the sterilized seed of the plant which is incapable of gemination.”

   1.6 “Marijuana products” means marijuana that has undergone a process whereby the plant material has been transformed into a concentrate, including but not limited to,
concentrated marijuana, or an edible or topical product containing marijuana or concentrated marijuana and other ingredients.

1.7 "Proceeds" means total revenue and/or money received through the sale of goods and/or services before any deductions or allowances (e.g., rent, cost of goods sold, taxes).

2. TERM

2.1 Term. The term of this Agreement (the "Term") starts on the date provided hereto at the top of this Agreement, and shall continue in full force and effect until one of the following events occurs:

a. Operator fails to maintain a current and valid City of Perris Commercial Marijuana Operation Permit for distribution (including, but not limited to, through revocation by the City or the failure to renew the permit); or

b. Operator permanently ceases marijuana distributor operations in the City of Perris conducted pursuant to a City of Perris Commercial Marijuana Operation Permit associated with this Agreement; or

c. The Parties terminate this Agreement pursuant to mutual written agreement.

3. FEES.

As consideration for the issuance of both a Commercial Marijuana Operation Permit for marijuana distribution activities in the City of Perris as well as a certificate of occupancy, and pursuant to Perris Municipal Code section 5.58.128, Operator agrees to the payment of the following fees to the City of Perris:

3.1 Community Benefit Fees.

a. Operator shall pay to the City quarterly (i.e., every three months) fees, for the funding of City programs and activities that benefit the City of Perris community, to be deposited into the City’s general fund and available for any lawful purposes as determined by the City Council.

b. The quarterly fees shall be a percentage of the proceeds of the distribution operation conducted by Operator in the City pursuant to the associated Commercial Marijuana Operation Permit for marijuana distribution activities issued to Operator by the City of Perris. Fees will not be assessed on the procurement, sale, and transport of marijuana and marijuana products which originate in whole from commercial marijuana businesses wholly owned and operated by all the members and owners of CI Distribution, LLC.

c. The percentage payable quarterly in community benefit fees shall be 5% (five percent) of the quarterly proceeds of Operator.

d. If a tax similar in kind to the community benefit fee is approved by the voters of the City of Perris, the community benefit fee will no longer be assessed or
payable to the City of Perris upon the date such tax begins to be collected by the City of Perris.

4. OPERATION.

4.1 Records

a. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to its proceeds (the “books and records”), as shall be necessary to pay the fees required by this Agreement and enable the Finance Director to evaluate the payment of such fees. Any and all such documents shall be maintained in accordance with generally accepted accounting principles and shall be complete and detailed.

b. Limited exclusively to purposes concerning the performance and enforcement of this Agreement, the Finance Director shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records.

c. All information gained by City from Operator in performance of this Agreement shall be considered confidential to the fullest extent provided by law, unless such information is in the public domain. City shall not release or disclose any such information to persons or entities other than City without prior written authorization from the Operator, unless disclosure is otherwise required by law.

d. Such records shall be maintained for a period of three (3) years following payment of fees hereunder, and the City shall have access to such records in the event any audit is required.

4.2 Failure to Pay Fees

a. Failure by Operator to make fee payments as provided herein shall be subject to a penalty equal to twenty-five percent of the amount of the fee (in addition to the amount of the fee), plus interest on the unpaid fee calculated from the due date of the fee at a rate of ten percent; and, an additional penalty equal to twenty-five percent of the amount of the fee for each month thereafter if the fee remains unpaid for a period exceeding one calendar month beyond the due date, plus interest on the unpaid fee and interest on the unpaid penalties calculated from the due date of the fee at a rate of ten percent.

b. Whenever a check is submitted in payment of a fee and the check is subsequently returned unpaid by the bank upon which the check is drawn, and the check is not redeemed prior to the due date, the Operator will be liable for the fee amount due plus penalties and interest as provided for in this section.
c. The Finance Director may waive penalties of twenty-five percent each imposed upon Operator if:

   (i) The Operator provides evidence satisfactory to the Finance Director that failure to pay timely was due to circumstances beyond the control of the Operator and occurred notwithstanding the exercise of ordinary care and the absence of willful neglect, and the Operator paid the delinquent fee and accrued interest owed the City prior to applying to the Finance Director for a waiver.

   (ii) The waiver provisions specified in this subsection shall not apply to interest accrued on the delinquent fee and a waiver shall be granted only once during any twelve month period.

4.3 Returns and Remittances

a. On or before the 15th day of each calendar month, Operator shall prepare a return to the Finance Director accounting for the total proceeds, and the amount of fees owed, for the preceding calendar month. At the time the return is filed, the full amount of the fees owed for the preceding term shall be remitted to the City.

b. All returns shall be completed on forms provided by the Finance Director.

c. Returns and payments for all outstanding fees owed the City are immediately due the Finance Director upon cessation of business for any reason.

d. Whenever any payment, statement, report, request or other communication received by the Finance Director is received after the time prescribed by this section for the receipt thereof, but is in an envelope bearing a postmark showing that it was mailed on or prior to the date prescribed in this section for the receipt thereof, or whenever the Finance Director is furnished substantial proof that the payment, statement, report, request, or other communication was in fact deposited in the United States mail on or prior to the date prescribed for receipt thereof, the Finance Director may regard such payment, statement, report, request, or other communication as having been timely received. If the due day falls on Friday, Saturday, Sunday, or a federal holiday, the due day shall be the last regular business day on which the City Hall is open to the public prior to the due date.

e. Unless otherwise specifically provided under other provisions of this Agreement, the fees required to be paid pursuant to this Agreement shall be deemed delinquent if not paid on or before the due date specified by this section.

f. The Finance Director is not required to send a delinquency or other notice or bill to Operator and failure to send such notice or bill shall not affect the validity of any fee or penalty due under the provisions of this Agreement.
4.4 Refunds

a. No refund shall be made of any fee collected pursuant to this Agreement, except as provided in this Section.

b. No refund of any fee collected pursuant to this Agreement shall be made because of the discontinuation, dissolution, or other termination of Operator’s commercial marijuana distribution activities.

c. Whenever the amount of any fee, penalty, or interest has been overpaid, paid more than once, or has been erroneously collected or received by the City under this Agreement, such amount may be refunded to the Operator provided that a written claim for refund is filed with the Finance Director.

d. The Finance Director shall have the right to examine and audit all the books and business records of the Operator in order to determine the eligibility of the Operator to the claimed refund. No claim for refund shall be allowed if the Operator therefor refuses to allow such examination of Operator’s books and business records after request by the Finance Director to do so.

4.5 Enforcement; Debts; Deficiencies; Assessments; Hearings.

a. The Finance Director shall have the power to audit and examine all books and records of the Operator related to activities concerning the associated City of Perris Commercial Marijuana Operation Permit for marijuana distribution, including both state and federal income tax returns, California sales tax returns, logs, receipts, bank records, or other evidence documenting the proceeds of the Operation related to activities concerning the associated City of Perris Commercial Marijuana Operation Permit for marijuana distribution, for the purpose of ascertaining the amount of fees, if any, required to be paid by the provisions of this Agreement, and for the purpose of verifying any statements or any item thereof when filed by the Operator pursuant to the provisions of this Agreement. If the Operator, after written demand by the Finance Director, refuses to make available for audit, examination or verification such books, records, or equipment as the Finance Director requests, the Finance Director may, after full consideration of all information within the Finance Director’s knowledge concerning the Operator, make an assessment in the manner provided for in this Agreement.

b. The amount of any fee, penalties, and interest imposed by the provisions of this Agreement shall be deemed a debt to the City, and failure of the Operator to make payment to the City of the fees imposed by this Agreement shall render the Operator liable in an action in the name of the City in any court of competent jurisdiction for the amount of the fee, and penalties and interest imposed on the Operator by this Agreement.

c. If the Finance Director is not satisfied that any statement filed as required under the provisions of this Agreement is correct, or that the amount of fees is correctly computed, the Finance Director may compute and determine the
amount to be paid and make a deficiency determination upon the basis of the facts contained in the statement or upon the basis of any information in his or her possession or that may come into his or her possession. One or more deficiency determinations of the amount of fees due for a period or periods may be made. If the Operator discontinues activities concerning the associated City of Perris Commercial Marijuana Operation Permit for marijuana distribution, a deficiency determination may be made at any time within three years thereafter as to any liability arising from engaging in such business whether or not a deficiency determination is issued prior to the date the fees would otherwise be due.

d. Under any of the following circumstances, the Finance Director may make and give notice of an assessment of the amount of fees owed by Operator under this Agreement:

(i) If the Operator has not filed any statement or return required under the provisions of this Agreement.

(ii) If the Operator has not paid any fees due under the provisions of this Agreement.

(iii) If the Operator has not, after demand by the Finance Director, filed a corrected statement or return, or furnished to the Finance Director adequate substantiation of the information contained in a statement or return already filed, or paid any additional amount of fees due under the provisions of this Agreement.

(iv) If the Finance Director determines that the nonpayment of any fees due under this Agreement is due to fraud, a penalty of twenty-five percent of the amount of the fee shall be added thereto in addition to penalties and interest otherwise stated in this Agreement.

(v) The notice of assessment shall separately set forth the amount of any fees known by the Finance Director to be due or estimated by the Finance Director, after consideration of all information within the Finance Director’s knowledge concerning the business and activities of the Operator, to be due under each applicable section of this Agreement, and shall include the amount of any penalties or interest accrued on each amount to the date of the notice of assessment.

(vi) The notice of assessment shall be served upon the Operator pursuant to the notice provisions of this Agreement.

e. Within ten days after the date of service of an assessment of the amount of fees owed by Operator under this Agreement, the Operator may apply in writing to the Finance Director for a hearing on the assessment. If application for a hearing before the City is not made within the time herein prescribed, the fees assessed by the Finance Director shall become final and conclusive. The procedures for such a hearing shall be conducted as follows:
(i) An independent hearing officer shall conduct the hearing. The compensation of the hearing office shall not depend on any particular outcome of the appeal. The hearing officer shall have full authority and duty to preside over the hearing on the assessment in the manner set forth herein.

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

(iii) Notice of such hearing shall be given by the Finance Director to the Operator not later than five days prior to such hearing. The hearing officer may continue the hearing from time to time. At such hearing Operator may appear and offer evidence why the assessment as made by the Finance Director should not be confirmed and fixed as the fees due. In conducting the hearing, the hearing officer shall not be limited by the technical rules of evidence. Failure of Operator to appear shall not affect the validity of the proceedings or order issued thereon.

(iv) Upon conclusion of the hearing, or no later than ten (10) days after the conclusion of the hearing, the hearing officer shall determine and/or reassess the proper fees to be charged and shall give written notice to Operator in the manner prescribed in this Agreement for giving notice of assessment, and the hearing officer shall submit its decision and the record to the City Clerk. The decision of the hearing officer shall be final and conclusive.

5. INDEMNITY.

5.1 Operator's Activities. The Operator shall defend, save and hold the City and its elected and appointed boards, commissions, officers, agents, and employees harmless from any and all claims, costs (including attorneys' fees) and liability for any damages, personal injury or death, which may arise, directly or indirectly, from the Operator's or the Operator's agents, contractors, subcontractors, agents, or employees. Nothing herein shall be construed to mean that the Operator shall hold the City harmless and/or defend it from any claims arising from, or alleged to arise from, the sole negligence or gross or willful misconduct of the City's officers, employees, agents, contractors of subcontractors.

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

5.3 Survival of Obligations. The indemnity obligation shall be binding on successors and assigns of Operator and shall survive termination of this Agreement.
6. MISCELLANEOUS PROVISIONS.

6.1 Notices. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager, City of Perris, 101 N. D Street, Perris, CA 92570 and in the case of the Operator, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section. A Party may change its address by giving written Notice to the other Party. Thereafter, Notices shall be addressed and transmitted to the new address.

6.2 Integration; Amendment. This Agreement including any attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by the Operator and by the City Council. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

6.3 Entire Agreement. This Agreement represents the entire agreement of the Parties with respect to the subject matter of this Agreement. No testimony or evidence of any such representations, understandings or covenants shall be admissible in any proceeding of any kind or nature to interpret or determine the terms or conditions of this Agreement.

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

6.5 Further Actions and Instruments. Each of the Parties shall cooperate with and provide reasonable assistance to the other to the extent necessary to implement this Agreement.

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

6.7 Covenant Not To Sue. The parties to this Agreement, and each of them, agree that this Agreement and each term hereof is legal, valid, binding, and enforceable. The parties to this Agreement, and each of them, hereby covenant and agree that each of them will not
commence, maintain, or prosecute any claim, demand, cause of action, suit, or other proceeding against any other party to this Agreement, in law or in equity, or based on any allegation or assertion in any such action, that this Agreement or any term hereof is void, invalid, or unenforceable.

6.8 Force Majeure. Neither Party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by earthquakes, other acts of God, fires, wars, terrorism, riots or similar hostilities, strikes, and other labor difficulties beyond the Party’s control, government regulations, court actions (such as restraining orders or injunctions), or other causes beyond the Party’s reasonable control. If any such events shall occur, the term of this Agreement and the time for performance shall be extended for the duration of the impacts on the Project of each such event.

6.9 Waiver. All waivers of performance must be in a writing signed by the Party granting the waiver. Failure by a Party to insist upon the strict performance of any provision of this Agreement shall not be a waiver of future performance of the same or any other provision of this Agreement.

6.10 Conflict of Interest. No officer or employee of the City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects the financial interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested, in violation of any state statute or regulation.

6.11 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

6.12 Governing Law and Venue. This Agreement shall be governed and interpreted in accordance with California law, with venue for any litigation concerning this Agreement in City of Perris, Riverside County, California.

6.13 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

6.14 Interpretation. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party or in favor of City shall not be employed in interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof. The titles of sections shall not determine the intent or meaning of a section.

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

6.16 **Status of Operator.** Operator shall have no authority to bind City in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against City, whether by contract or otherwise, unless such authority is expressly conferred under this Agreement or is otherwise expressly conferred in writing by City. Operator shall not at any time or in any manner represent that Operator or any of Operator’s officers, employees, or agents are in any manner officials, officers, employees or agents of City. Neither Operator, nor any of Operator’s officers, employees or agents, shall obtain any rights to retirement, health care or any other benefits which may otherwise accrue to City’s employees. Operator expressly waives any claim Operator may have to any such rights.

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

6.18 **Attorneys’ Fees.** If either party to this Agreement is required to initiate or defend litigation against the other party, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys’ fees. Attorneys’ fees shall include attorneys’ fees on any appeal, and, in addition, a party entitled to attorney’s fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to a final judgment.

6.19 **Counterparts.** This Agreement may be executed by the Parties in counterparts, which together shall have the same effect as if each Party had executed the same instrument.

[SIGNATURES ON FOLLOWING PAGE(S)]
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:
CITY OF PERRIS a municipal corporation

ATTEST:

Michael M. Vargas, Mayor

Nancy Salazar, City Clerk

OPERATOR:
CI Distribution, a California limited liability company

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________

By: ____________________________________________
Name: __________________________________________
Title: __________________________________________
Address: _______________________________________

Two corporate officer signatures required when Operator is a corporation, with one signature required from each of the following groups: 1) Chairman of the Board, President or any Vice President; and 2) Secretary, any Assistant Secretary, Chief Financial Officer or any Assistant Treasurer. OPERATOR’S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO OPERATOR’S BUSINESS ENTITY.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF LOS RIVERSIDE

On __________, 2018 before me, __________________, personally appeared __________________, proved to me on the basis of satisfactory evidence to be the person(s) whose names(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: ____________________________

OPTIONAL.

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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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: ____________________________________

OPTIMAL

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<table>
<thead>
<tr>
<th>CAPACITY CLAIMED BY SIGNER</th>
<th>DESCRIPTION OF ATTACHED DOCUMENT</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ INDIVIDUAL</td>
<td>TITLE OR TYPE OF DOCUMENT</td>
</tr>
<tr>
<td>☐ CORPORATE OFFICER</td>
<td>NUMBER OF PAGES</td>
</tr>
<tr>
<td>☐ PARTNER(S) ☐ LIMITED ☐ GENERAL</td>
<td>DATE OF DOCUMENT</td>
</tr>
<tr>
<td>☐ ATTORNEY-IN-FACT</td>
<td></td>
</tr>
<tr>
<td>☐ TRUSTEE(S)</td>
<td></td>
</tr>
<tr>
<td>☐ GUARDIAN/CONSERVATOR</td>
<td></td>
</tr>
<tr>
<td>☐ OTHER</td>
<td>SIGNER(S) OTHER THAN NAMED ABOVE</td>
</tr>
</tbody>
</table>

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

__________________________________________

__________________________________________
Meeting Date:  June 12, 2018

SUBJECT: Annual Levy for the Community Facilities Districts

REQUESTED ACTION: Recommend that the City Council Authorize the Annual Tax Levies and Placement on the County Tax Roll and Approve the Resolutions.

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:
The City of Perris formed Community Facilities Districts pursuant to the terms and provisions of the Mello-Roos Community Facilities Act of 1982. The City of Perris has the responsibility to levy and collect special taxes each year to meet debt service payments and other costs and expenses as authorized by section 53340 of the Government Code of the State of California, and to ensure that all covenants, terms and conditions of bonds are being observed. The annual resolution provides Riverside County the authorization to assess each parcel its share of assessment taxes for Fiscal Year 2018-19.

BUDGET (or FISCAL) IMPACT:
Collected tax levies are transferred to the CFD bond trustee for payment of annual principal, interest, and administrative obligations. Such transactions are budgeted and accounted for in the City’s Trust and Agency funds.

Reviewed by:
Assistant City Manager
Director of Finance

Consent

Attachments: Resolution of the City of Perris Establishing Annual Special Tax for Fiscal Year 2018-19 for the following Districts:

- Community Facilities District 1-S
- Community Facilities District 88-1
- Community Facilities District 88-3
- Community Facilities District 90-1
- Community Facilities District 2014-2
- Community Facilities District 93-1R
- Community Facilities District 2001-1 IA 1
- Community Facilities District 2001-1 IA 2
- Community Facilities District 2001-1 IA 3
- Community Facilities District 2001-1 IA 4
Community Facilities District 2001-1 IA 5
Community Facilities District 2001-1 IA 6
Community Facilities District 2001-1 IA 7
Community Facilities District 2001-2
Community Facilities District 2001-3
Community Facilities District 2002-1
Community Facilities District 2003-1
Community Facilities District 2004-1
Community Facilities District 2004-2
Community Facilities District 2004-3 IA 1
Community Facilities District 2004-3 IA 2
Community Facilities District 2004-5
Community Facilities District 2005-1 IA 3
Community Facilities District 2005-1 IA 4
Community Facilities District 2005-2
Community Facilities District 2005-4
Community Facilities District 2006-1
Community Facilities District 2006-2
Community Facilities District 2006-3
Community Facilities District 2007-2
Community Facilities District 2014-1 IA 1
Community Facilities District 2014-1 IA 2
Community Facilities District 2014-1 IA 3
RESOLUTION NUMBER 

RESOLUTION OF THE CITY OF PERRIS CITY COUNCIL
ACTING AS THE LEGISLATIVE BODY OF THE
COMMUNITY FACILITIES DISTRICTS NOS. 1-S, 88-1, 88-3,
90-1, 93-1R, 2001-1 IA 1, 2001-1 IA 2, 2001-1 IA 3, 2001-1 IA 4,
2001-1 IA 5, 2001-1 IA 6, 2001-1 IA 7, 2001-2, 2001-3, 2002-1,
ESTABLISHING THE LEVY OF SPECIAL TAXES FOR
FISCAL YEAR 2018/2019

WHEREAS, the City Council of the City of Perris, California (hereinafter referred
to as the "legislative body"), has initiated proceedings, held a public hearing, conducted an
election and received a favorable vote from the qualified electors relating to the levy of a special
tax in a Community Facilities District, all as authorized pursuant to the terms and provisions of
the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title
5 of the Government Code of the State of California (these Community Facilities Districts shall
hereinafter be referred to as "Districts"); and

WHEREAS, this legislative body, by Ordinance as authorized by Section 53340
of the Government Code of the State of California, has authorized the levy of a special tax to pay
for costs and expenses related to said Community Facilities Districts, and this legislative body is
desirous to establish the specific rate of the special tax to be collected for the next fiscal year;

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

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

Section 2.  That the specific rate of the special tax to be collected to pay for
the costs and expenses for the next fiscal year 2018/2019 for the referenced Districts are hereby
determined and established as set forth in the attached, referenced and incorporated Exhibits "A –
GG".

Section 3.  That the rate as set forth above does not exceed the amount as
previously authorized by Ordinance of this legislative body, and is not in excess of that as
previously approved by the qualified electors of the Districts and are exempt from the
requirements of Section XIII D of the California State Constitution (Proposition 218).
Section 4. That the proceeds of the special tax shall be used to pay, in whole or in part, the costs of the following:

A. Payment of principal of and interest on any outstanding authorized bonded indebtedness;

B. Necessary replenishment of bond reserve funds or other reserve fund;

C. Payment of costs and expenses of authorized public facilities and services;

D. Repayment of advances and loans, if appropriate; and

E. Payment of District administrative costs.

The proceeds of the special taxes shall be used as set forth above, and shall not be used for any other purpose.

Section 5. The special tax shall be collected in the same manner as ordinary ad valorem property taxes are collected, and shall be subject to the same penalties and same procedure and sale in cases of any delinquency for ad valorem taxes, and the Tax Collector is hereby authorized to deduct reasonable administrative costs incurred in collecting any said special tax.

Section 6. Monies above collected shall be paid into the Community Facilities Districts’ funds, including any bond fund and reserve fund.

Section 7. The Auditor of the County is hereby directed to enter in the next County assessment roll on which taxes will become due, opposite each lot or parcel of land affected in a space marked "public improvements, special tax" or by any other suitable designation, the installment of the special tax, and for the exact rate and amount of said tax, reference is made to the attached Exhibits "A - GG."

Section 8. The County Auditor shall then, at the close of the tax collection period, promptly render to this Agency a detailed report showing the amount and/or amounts of such special tax installments, interest, penalties and percentages so collected and from what property collected, and also provide a statement of any percentages retained for the expense of making any such collection.
ADOPTED, SIGNED and APPROVED this _____ day of _______, 2018.

________________________
Mayor, Michael M. Vargas

ATTEST:

________________________
City Clerk, Nancy Salazar

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

I,______________________, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ______ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the _____ day of ______, 2018, and that it was so adopted by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

________________________
City Clerk, Nancy Salazar
EXHIBIT "A"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 1-S
SOUTH PERRIS PUBLIC SERVICES CFD
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Maximum Special Tax Rate ((^{(1)}))</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>FY 2017/2018</td>
</tr>
<tr>
<td>1 – Single Family Unit</td>
<td>Per Unit</td>
<td>$389.17</td>
</tr>
<tr>
<td>2 – Multi Family Unit</td>
<td>Per Unit</td>
<td>$194.58</td>
</tr>
<tr>
<td>3 – Non Residential</td>
<td>Per Acre</td>
<td>$1,556.70</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (\(^{2\%}\)) of the amount in effect for the previous fiscal year beginning July 1, 2007.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Special Tax Rate ((^{(1)}))</td>
</tr>
<tr>
<td>1 – Single Family Unit</td>
<td>Per Unit</td>
<td>$396.96</td>
</tr>
<tr>
<td>2 – Multi Family Unit</td>
<td>Per Unit</td>
<td>$198.48</td>
</tr>
<tr>
<td>3 – Non Residential</td>
<td>Per Acre</td>
<td>$1,587.83</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (\(^{2\%}\)) of the amount in effect for the previous fiscal year beginning July 1, 2007.
EXHIBIT “B”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 88-1, TRIPLE CROWN RANCH
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2018/2019 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Special Tax Rate Multiplier</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Maximum Special Tax (1)</td>
<td>$1,207,574,389</td>
<td>$1,231,725,877</td>
</tr>
<tr>
<td>Maximum Special Tax Rate (2)</td>
<td>$0.2738</td>
<td>$0.2793</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate.

For Fiscal Year 2018/2019, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor’s Parcel up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aggregate Maximum Special Tax (1)</td>
<td>$1,231,725,877</td>
</tr>
<tr>
<td>Aggregate Proposed Special Tax (1)</td>
<td>$1,237,725,877</td>
</tr>
<tr>
<td>Maximum Special Tax Rate (2)</td>
<td>$0.2793</td>
</tr>
<tr>
<td>Proposed Special Tax Rate (2)</td>
<td>$0.2793</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

B - 1
EXHIBIT “C”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 88-3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Tax Rate Area</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aggregate Maximum Special Tax (1)</td>
<td>Maximum Special Tax Rate (2)</td>
<td>Aggregate Maximum Special Tax (1)</td>
</tr>
<tr>
<td>Tax Rate Area 1</td>
<td>Per Square Footage</td>
<td>$632,111.91</td>
<td>$0.2513</td>
</tr>
<tr>
<td>Tax Rate Area 2</td>
<td>Per Square Footage</td>
<td>$340,642.52</td>
<td>$0.3265</td>
</tr>
<tr>
<td>Tax Rate Area 3</td>
<td>Per Square Footage</td>
<td>$410,220.12</td>
<td>$0.2250</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate.

For Fiscal Year 2018/2019, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor’s Parcel up to 100% of the Proposed Special Tax rate listed below.

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<thead>
<tr>
<th>Tax Rate Area</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aggregate Maximum Special Tax (1)</td>
<td>Aggregate Proposed Special Tax (1)</td>
</tr>
<tr>
<td>Tax Rate Area 1</td>
<td>Per Square Footage</td>
<td>$644,754.15</td>
</tr>
<tr>
<td>Tax Rate Area 2</td>
<td>Per Square Footage</td>
<td>$347,455.37</td>
</tr>
<tr>
<td>Tax Rate Area 3</td>
<td>Per Square Footage</td>
<td>$418,424.52</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1989.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

C - 1
EXHIBIT “D”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 90-1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Tax Rate Area</th>
<th>Special Rate Multiplier</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aggregate Maximum Special Tax (1)</td>
<td>Maximum Special Tax Rate (2)</td>
<td>Aggregate Maximum Special Tax (1)</td>
</tr>
<tr>
<td>Tax Rate Area 1</td>
<td>Per Square Footage</td>
<td>$383,025.32</td>
<td>$0.3580</td>
</tr>
<tr>
<td>Tax Rate Area 3</td>
<td>Per Square Footage</td>
<td>$383,025.32</td>
<td>$0.2486</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate.

For Fiscal Year 2018/2019 the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Resolution of Issuance and any supplemental Resolution thereto.

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<tr>
<th>Tax Rate Area</th>
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<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Aggregate Maximum Special Tax (1)</td>
<td>Aggregate Proposed Special Tax (1)</td>
</tr>
<tr>
<td>Tax Rate Area 1</td>
<td>Per Square Footage</td>
<td>$390,685.83</td>
</tr>
<tr>
<td>Tax Rate Area 3</td>
<td>Per Square Footage</td>
<td>$390,685.83</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 1990.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.

D - 1
EXHIBIT “F”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2017/2018 Aggregate Maximum Special Tax (1)</th>
<th>FY 2018/2019 Aggregate Maximum Special Tax (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Developed - Residential</td>
<td>Per Square Footage</td>
<td>$797,619.12</td>
<td>$813,571.50</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$0.2463</td>
<td>$0.2512</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013. There exists also, a backup Maximum Special Tax base rate of $0.2013 per square foot with a 2% inflator beginning July 1, 2013.

(2) The Maximum Special Tax Rate is calculated by the Aggregate Maximum Special Tax divided by the total square footage in the District.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate.

For Fiscal Year 2018/2019, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor’s Parcel up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “F”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 93-1R, MAY RANCH
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Aggregate Maximum Special Tax (1)</td>
</tr>
<tr>
<td>Developed - Residential</td>
<td>Per Square Footage</td>
<td>$813,571.50</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003. There exists also, a Backup Maximum Special Tax base rate of $0.2013 per square foot with a 2% inflator beginning July 1, 2003.

(2) The Maximum or Proposed Special Tax Rate is calculated by the Aggregate Maximum or Proposed Special Tax divided by the total square footage in the District.
EXHIBIT "G"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>FY 2017/2018</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,615.04</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “G”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$1,647.34</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2017.
EXHIBIT “H”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,101</td>
<td>$1,318.95, $1,345.33</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$1,468.34, $1,497.70</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$1,553.13, $1,584.19</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$1,691.75, $1,725.59</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,000</td>
<td>$1,841.14, $1,877.97</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “H”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019 Maximum Special Tax Rate (1)</th>
<th>Proposed Special Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,101</td>
<td>$1,345.33</td>
<td>$1,345.33</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$1,497.70</td>
<td>$1,497.70</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$1,584.19</td>
<td>$1,584.19</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$1,725.59</td>
<td>$1,725.59</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,000</td>
<td>$1,877.97</td>
<td>$1,877.97</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.
EXHIBIT “I”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following tablesummarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (I)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,501</td>
<td>$913.84</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,501 to 1,800</td>
<td>$998.63</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$1,137.25</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$1,275.88</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$1,425.27</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>Greater than 2,700</td>
<td>$1,596.20</td>
</tr>
</tbody>
</table>

(I) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
# EXHIBIT “I”

**CITY OF PERRIS**  
**COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS IMPROVEMENT AREA NO. 3**  
**FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY**

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,501</td>
<td>$932.12</td>
<td>$932.12</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,501 to 1,800</td>
<td>$1,018.60</td>
<td>$1,018.60</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$1,160.00</td>
<td>$1,160.00</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$1,301.40</td>
<td>$1,301.40</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$1,453.78</td>
<td>$1,453.78</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>Greater than 2,700</td>
<td>$1,628.12</td>
<td>$1,628.12</td>
</tr>
</tbody>
</table>

*(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013.*
EXHIBIT “J”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 4
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$2,557.46</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$2,755.38</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$2,941.66</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$3,118.88</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,554.83</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,000</td>
<td>$3,935.15</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

J - 1
EXHIBIT “J”
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 4
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$2,608.61</td>
<td>$2,608.61</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$2,810.49</td>
<td>$2,810.49</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$3,000.49</td>
<td>$3,000.49</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$3,181.26</td>
<td>$3,181.26</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,625.92</td>
<td>$3,625.92</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,000</td>
<td>$4,013.85</td>
<td>$4,013.85</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.
EXHIBIT “K”
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 5
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,400</td>
<td>$3,567.76</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$3,901.51</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,901.51</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$4,078.74</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$4,373.68</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "K"
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 5
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,400</td>
<td>$3,639.12</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$3,979.54</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,979.54</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$4,160.31</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$4,461.15</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.
1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

### Zone 1

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>1,900 or less</td>
<td>$2,921.93</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,901 to 2,200</td>
<td>$3,059.67</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,500</td>
<td>$3,196.20</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,501 to 2,800</td>
<td>$3,386.36</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,801 or greater</td>
<td>$3,505.82</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

### Zone 2

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>1,900 or less</td>
<td>$2,409.95</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,901 to 2,200</td>
<td>$2,529.41</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,600</td>
<td>$2,624.49</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,601 to 2,800</td>
<td>$3,685.02</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,801 or greater</td>
<td>$3,804.48</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.
EXHIBIT “L”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 6
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.
EXHIBIT "L"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 6
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Zone 1

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>1,900 or less</td>
<td>$2,980.36</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,901 to 2,200</td>
<td>$3,120.87</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,500</td>
<td>$3,260.12</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,501 to 2,800</td>
<td>$3,454.09</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,801 or greater</td>
<td>$3,575.94</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Appportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

Zone 2

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>1,900 or less</td>
<td>$2,458.15</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,901 to 2,200</td>
<td>$2,580.00</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,600</td>
<td>$2,676.98</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,601 to 2,800</td>
<td>$3,758.72</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,801 or greater</td>
<td>$3,880.57</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Appportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.
EXHIBIT "M"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 7
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>1,800 or less</td>
<td>$2,455.26</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$2,507.01</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$2,708.81</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$3,192.62</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,680.31</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,001 or greater</td>
<td>$3,933.85</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "M"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-1, MAY FARMS
IMPROVEMENT AREA NO. 7
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
<th>Maximum Special Tax Rate (1)</th>
<th>Proposed Special Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>1,800 or less</td>
<td></td>
<td>$2,504.37</td>
<td>$2,504.37</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td></td>
<td>$2,557.15</td>
<td>$2,557.15</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td></td>
<td>$2,762.99</td>
<td>$2,762.99</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td></td>
<td>$3,256.47</td>
<td>$3,256.47</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td></td>
<td>$3,753.92</td>
<td>$3,753.92</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>3,001 or greater</td>
<td></td>
<td>$4,012.53</td>
<td>$4,012.53</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.
EXHIBIT "N"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Special Tax Rate Per Unit/Acre</td>
<td>Maximum Public Safety CFD Special Tax Per Unit/Acre</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Greater than 2,250</td>
<td>$2,108.97</td>
<td>$336.46</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>1,600 to 2,250</td>
<td>$1,853.26</td>
<td>$336.46</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Less than 1,600</td>
<td>$1,558.51</td>
<td>$336.46</td>
</tr>
<tr>
<td>4 - Non-Residential (Acres)</td>
<td>N/A</td>
<td>$12,547.53</td>
<td>$1,345.87</td>
</tr>
<tr>
<td>5 - Undeveloped</td>
<td>N/A</td>
<td>$12,547.53</td>
<td>N/A</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Assigned and Public Safety CFD Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous Fiscal Year beginning July 1, 2013.

(2) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT “N”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-2, VILLAGES OF AVALON
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Maximum Special Tax Rate Per Unit/Acre</td>
<td>Maximum Public Safety CFD Special Tax Per Unit/Acre</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Greater than 2,250</td>
<td>$2,151.16</td>
</tr>
<tr>
<td></td>
<td>2 – Residential</td>
<td>$1,890.33</td>
</tr>
<tr>
<td></td>
<td>Less than 1,600</td>
<td>$1,589.69</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Greater than 1,600</td>
<td>$1,589.69</td>
</tr>
<tr>
<td></td>
<td>4 – Non-Residential (Acres)</td>
<td>$12,798.48</td>
</tr>
<tr>
<td></td>
<td>5 – Undeveloped</td>
<td>$12,798.48</td>
</tr>
</tbody>
</table>

Note: 1. In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

(1) The CFD Special Tax Rate per unit for Residential Developed Property or per acre for Non-Residential Developed Property is applied as a credit for all Developed Properties in CFD 2001-2, Villages of Avalon.
EXHIBIT "O"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2001-3
NORTH PERRIS PUBLIC SAFETY CFD
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>FY 2017/2018</td>
</tr>
<tr>
<td>1 - Single Family Unit</td>
<td>Per Unit</td>
<td>$336.46</td>
</tr>
<tr>
<td>2 - Multi Family Unit</td>
<td>Per Unit</td>
<td>$67.29</td>
</tr>
<tr>
<td>3 - Non-Residential</td>
<td>Per Acre</td>
<td>$1,345.86</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Single Family Unit</td>
<td>Per Unit</td>
<td>$343.19</td>
</tr>
<tr>
<td>2 - Multi Family Unit</td>
<td>Per Unit</td>
<td>$68.63</td>
</tr>
<tr>
<td>3 - Non-Residential</td>
<td>Per Acre</td>
<td>$1,372.78</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2013.
EXHIBIT "P"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,749</td>
<td>$2,068.60</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,749</td>
<td>$1,870.75</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,250 to 2,499</td>
<td>$1,815.57</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,000 to 2,249</td>
<td>$1,672.91</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>1,750 to 1,999</td>
<td>$1,617.73</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>1,500 to 1,749</td>
<td>$1,496.60</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,500</td>
<td>$1,321.64</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2003.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “P”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2002-1, WILLOWBROOK
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential Per Unit</td>
<td>Greater than 2,749</td>
<td>$2,109.97</td>
<td>$2,109.97</td>
</tr>
<tr>
<td>2 - Residential Per Unit</td>
<td>2,500 to 2,749</td>
<td>$1,908.17</td>
<td>$1,908.17</td>
</tr>
<tr>
<td>3 - Residential Per Unit</td>
<td>2,250 to 2,499</td>
<td>$1,851.88</td>
<td>$1,851.88</td>
</tr>
<tr>
<td>4 - Residential Per Unit</td>
<td>2,000 to 2,249</td>
<td>$1,706.37</td>
<td>$1,706.37</td>
</tr>
<tr>
<td>5 - Residential Per Unit</td>
<td>1,750 to 1,999</td>
<td>$1,650.08</td>
<td>$1,650.08</td>
</tr>
<tr>
<td>6 - Residential Per Unit</td>
<td>1,500 to 1,749</td>
<td>$1,526.53</td>
<td>$1,526.53</td>
</tr>
<tr>
<td>7 - Residential Per Unit</td>
<td>Less than 1,500</td>
<td>$1,348.07</td>
<td>$1,348.07</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.
EXHIBIT “Q”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,400</td>
<td>$2,105.55</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,400 to 2,599</td>
<td>$2,264.22</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,600 to 2,799</td>
<td>$2,351.57</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,799</td>
<td>$2,439.98</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "Q"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2003-1, CHAPARRAL RIDGE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,400</td>
<td>$2,147.66</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,400 to 2,599</td>
<td>$2,309.51</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,600 to 2,799</td>
<td>$2,398.60</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,799</td>
<td>$2,488.78</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2004.
EXHIBIT "R"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Greater than 2,000</td>
<td>$2,244.40</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,500 to 2,000</td>
<td>$2,055.54</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,500</td>
<td>$1,902.89</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “R”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-1, AMBER OAKS
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,000</td>
<td>$2,289.29</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,500 to 2,000</td>
<td>$2,096.65</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,500</td>
<td>$1,940.95</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Assessment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.
EXHIBIT "S"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-2
CORMAN LEIGH COMMUNITIES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,749</td>
<td>$2,601.57, $2,653.60</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,749</td>
<td>$2,344.44, $2,391.33</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,250 to 2,499</td>
<td>$2,215.87, $2,260.18</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,000 to 2,249</td>
<td>$2,087.29, $2,129.04</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>1,750 to 1,999</td>
<td>$1,945.86, $1,984.78</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$1,778.72, $1,814.29</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "S"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-2
CORMAN LEIGH COMMUNITIES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,749</td>
<td>$2,653.60</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,749</td>
<td>$2,391.33</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,250 to 2,499</td>
<td>$2,260.18</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,000 to 2,249</td>
<td>$2,129.04</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>1,750 to 1,999</td>
<td>$1,984.78</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$1,814.29</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.
EXHIBIT "T"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH
IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$1,967.57 $2,006.92</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,100</td>
<td>$2,125.39 $2,167.90</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$2,284.50 $2,330.19</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$2,694.58 $2,748.47</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,055.89 $3,015.00</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$3,061.96 $3,123.20</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$3,483.68 $3,553.35</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
### CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$2,006.92</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 21'00</td>
<td>$2,167.90</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,101 to 2,400</td>
<td>$2,330.19</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$2,748.47</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$3,015.00</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$3,123.20</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$3,553.35</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.
EXHIBIT "U"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,401</td>
<td>$2,415.16</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$2,626.02</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$2,785.13</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$2,995.99</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$3,483.68</td>
</tr>
<tr>
<td>6 - Non Residential</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$16,173.96</td>
</tr>
<tr>
<td>7 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$16,173.96</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2005.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "U"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-3, MONUMENT RANCH
IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,401</td>
<td>$2,463.46</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,700</td>
<td>$2,678.54</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,701 to 3,000</td>
<td>$2,840.83</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,300</td>
<td>$3,055.91</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,300</td>
<td>$3,553.35</td>
</tr>
<tr>
<td>6 - Non Residential</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$16,497.44</td>
</tr>
<tr>
<td>7 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$16,497.44</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2015.
EXHIBIT "V"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,199</td>
<td>$1,901.09</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,800 to 2,199</td>
<td>$1,898.95</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>1,501 to 1,799</td>
<td>$1,715.93</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,501</td>
<td>$1,529.50</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “V”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2004-5, AMBER OAKS II
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,199</td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,800 to 2,199</td>
<td>$1,875.73</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>1,501 to 1,799</td>
<td>$1,750.25</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,501</td>
<td>$1,560.09</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2006.
EXHIBIT “W”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS
IMPROVEMENT AREA NO. 3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,201</td>
<td>$2,472.12</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,400</td>
<td>$2,708.60</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,600</td>
<td>$3,004.82</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,601 to 2,800</td>
<td>$3,064.55</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,801 to 3,000</td>
<td>$3,241.30</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,200</td>
<td>$3,324.19</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,200</td>
<td>$3,514.36</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "W"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS
IMPROVEMENT AREA NO. 3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019 Maximum Special Tax Rate (1)</th>
<th>Proposed Special Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,201</td>
<td>$2,521.56</td>
<td>$2,521.56</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,400</td>
<td>$2,762.77</td>
<td>$2,762.77</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,600</td>
<td>$3,064.91</td>
<td>$3,064.91</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,601 to 2,800</td>
<td>$3,125.84</td>
<td>$3,125.84</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,801 to 3,000</td>
<td>$3,306.13</td>
<td>$3,306.13</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>3,001 to 3,200</td>
<td>$3,390.68</td>
<td>$3,390.68</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,200</td>
<td>$3,584.64</td>
<td>$3,584.64</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.
EXHIBIT "X"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS
IMPROVEMENT AREA NO. 4
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,500</td>
<td>$2,980.44</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,800</td>
<td>$3,349.79</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,801 to 3,100</td>
<td>$3,516.79</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,101 to 3,400</td>
<td>$3,754.50</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,400</td>
<td>$3,944.86</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, debt enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “X”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-1, PERRIS VALLEY VISTAS
IMPROVEMENT AREA NO. 4
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019 Maximum Special Tax Rate $</th>
<th>Proposed Special Tax Rate $</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,500</td>
<td>$3,040.05</td>
<td>$3,040.05</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,800</td>
<td>$3,416.79</td>
<td>$3,416.79</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,801 to 3,100</td>
<td>$3,587.13</td>
<td>$3,587.13</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,101 to 3,400</td>
<td>$3,829.59</td>
<td>$3,829.59</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,400</td>
<td>$4,023.55</td>
<td>$4,023.55</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.
EXHIBIT "Y"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

### Zone A

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,800</td>
<td>$2,362.73, $2,409.98</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,800 to 2,999</td>
<td>$2,587.21, $2,638.95</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>3,000 to 3,199</td>
<td>$2,848.47, $2,905.44</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,200 to 3,399</td>
<td>$3,023.48, $3,083.95</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,399</td>
<td>$3,272.06, $3,337.50</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount as effect for the previous fiscal year beginning July 1, 2005.

### Zone B

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 3,200</td>
<td>$3,646.19, $3,719.11</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>3,200 to 3,399</td>
<td>$3,832.62, $3,909.27</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,799</td>
<td>$3,958.18, $4,037.34</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,800 to 3,999</td>
<td>$4,208.90, $4,345.28</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,999</td>
<td>$4,518.74, $4,609.12</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount as effect for the previous fiscal year beginning July 1, 2016.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit
EXHIBIT "Y"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-2, HARMONY GROVE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year, less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

**Zone A**

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,800</td>
<td>$2,409.98</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,800 to 2,999</td>
<td>$2,638.95</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>3,000 to 3,199</td>
<td>$2,905.44</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,200 to 3,399</td>
<td>$3,083.95</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,399</td>
<td>$3,337.50</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

**Zone B**

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 3,200</td>
<td>$3,719.11</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>3,200 to 3,399</td>
<td>$3,909.27</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,799</td>
<td>$4,037.34</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>3,800 to 3,999</td>
<td>$4,345.28</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,999</td>
<td>$4,609.12</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.
EXHIBIT "Z"
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,176</td>
<td>$2,663.30</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,176 to 2,475</td>
<td>$3,099.73</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,476 to 2,775</td>
<td>$3,132.06</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,776 to 3,075</td>
<td>$3,296.18</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>3,076 to 3,375</td>
<td>$3,513.77</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,375</td>
<td>$4,243.63</td>
</tr>
<tr>
<td>7 - Non-Residential</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$19,502.32</td>
</tr>
<tr>
<td>8 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$19,502.32</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT "Z"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2005-4, STRATFORD RANCH
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor’s Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

| Land Use Class | Special Tax Rate Multiplier | Residential Floor Area (Sq Ft) | FY 2018/2019
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,176</td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,176 to 2,475</td>
<td>$2,716.57</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,476 to 2,775</td>
<td>$3,161.72</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,776 to 3,075</td>
<td>$3,194.70</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>3,076 to 3,375</td>
<td>$3,362.10</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,375</td>
<td>$3,584.05</td>
</tr>
<tr>
<td>7 – Non-Residential</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$4,328.50</td>
</tr>
<tr>
<td>8 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$19,892.37</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2007.
EXHIBIT "AA"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,300</td>
<td>$3,051.24</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,300 to 2,600</td>
<td>$3,214.12</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,600</td>
<td>$3,365.81</td>
</tr>
<tr>
<td>4 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$21,147.31</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2017.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT "AA"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2006-1, MERITAGE HOMES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

If additional moneys are needed to satisfy the STR after the first step has been completed, the Special Tax shall be levied on each Assessor's Parcel of Undeveloped Property up to 100% of Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,300</td>
<td>$3,112.26</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,300 to 2,600</td>
<td>$3,278.40</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>Greater than 2,600</td>
<td>$3,433.13</td>
</tr>
<tr>
<td>4 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$21,570.25</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Appportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2017.
EXHIBIT “BB”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2006-2
MONUMENT PARK ESTATES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (FY 2017/2018)</th>
<th>Maximum Special Tax Rate (FY 2018/2019)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$2,576.95</td>
<td>$2,628.49</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,200</td>
<td>$2,813.43</td>
<td>$2,869.70</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,001 to 2,400</td>
<td>$3,003.60</td>
<td>$3,033.67</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,400</td>
<td>$3,121.84</td>
<td>$3,134.28</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,600</td>
<td>$3,240.08</td>
<td>$3,304.88</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,600</td>
<td>$3,441.22</td>
<td>$3,510.04</td>
</tr>
<tr>
<td>7 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$18,125.22</td>
<td>$18,437.73</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT “BB”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2006-2
MONUMENT PARK ESTATES
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,801</td>
<td>$2,628.49</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>1,801 to 2,000</td>
<td>$2,869.70</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,001 to 2,200</td>
<td>$3,063.67</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,201 to 2,400</td>
<td>$3,184.28</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,401 to 2,600</td>
<td>$3,304.68</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>Greater than 2,600</td>
<td>$3,510.04</td>
</tr>
<tr>
<td>7 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$18,487.73</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.
1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,000</td>
<td>$2,667.16</td>
<td>$2,720.50</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,000 to 2,199</td>
<td>$2,907.30</td>
<td>$2,965.44</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,200 to 2,399</td>
<td>$3,026.76</td>
<td>$3,087.29</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,400 to 2,599</td>
<td>$3,146.22</td>
<td>$3,209.14</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,600 to 2,799</td>
<td>$3,254.71</td>
<td>$3,319.80</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>2,800 and Greater</td>
<td>$3,458.28</td>
<td>$3,527.45</td>
</tr>
<tr>
<td>7 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$17,423.08</td>
<td>$17,771.54</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2008.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.
EXHIBIT “CC”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2006-3, ALDER
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 2,750</td>
<td>$2,720.50</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,749</td>
<td>$2,965.44</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,250 to 2,499</td>
<td>$3,087.29</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,000 to 2,249</td>
<td>$3,209.14</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>1,750 to 2,999</td>
<td>$3,319.80</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>2,800 and Greater</td>
<td>$3,527.45</td>
</tr>
<tr>
<td>7 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$17,771.54</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Appportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.
EXHIBIT "DD"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

### Zone 1

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate&lt;sup&gt;(1)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,200</td>
<td>FY 2017/2018: $2,515.67</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $2,565.98</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,200 to 2,499</td>
<td>FY 2017/2018: $2,807.27</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $2,863.41</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,799</td>
<td>FY 2017/2018: $3,091.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,153.53</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,800 to 3,099</td>
<td>FY 2017/2018: $3,276.94</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,342.48</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>3,100 to 3,399</td>
<td>FY 2017/2018: $3,495.64</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,565.55</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,699</td>
<td>FY 2017/2018: $3,680.88</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,754.50</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>3,700 and Greater</td>
<td>FY 2017/2018: $3,866.12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,943.44</td>
</tr>
<tr>
<td>8 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>FY 2017/2018: $20,646.41</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $21,059.34</td>
</tr>
</tbody>
</table>

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.

### Zone 2

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate&lt;sup&gt;(1)&lt;/sup&gt;</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,200</td>
<td>FY 2017/2018: $2,629.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $2,681.78</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,200 to 2,499</td>
<td>FY 2017/2018: $2,930.36</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $2,988.97</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,799</td>
<td>FY 2017/2018: $3,223.16</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,287.62</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,800 to 3,099</td>
<td>FY 2017/2018: $3,415.57</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,483.86</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>3,100 to 3,399</td>
<td>FY 2017/2018: $3,641.44</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,714.27</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,699</td>
<td>FY 2017/2018: $3,833.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $3,910.53</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>3,700 and Greater</td>
<td>FY 2017/2018: $4,025.07</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $4,105.57</td>
</tr>
<tr>
<td>8 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>FY 2017/2018: $21,324.03</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>FY 2018/2019: $21,750.51</td>
</tr>
</tbody>
</table>

<sup>(1)</sup> In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.
EXHIBIT "DD"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Less than 2,200</td>
<td>$2,565.98</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,200 to 2,499</td>
<td>$2,863.41</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,799</td>
<td>$3,153.53</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,800 to 3,099</td>
<td>$3,342.48</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>3,100 to 3,399</td>
<td>$3,565.55</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,699</td>
<td>$3,754.50</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>3,700 and Greater</td>
<td>$3,943.44</td>
</tr>
<tr>
<td>8 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$21,059.34</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2018.
EXHIBIT “DD”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2007-2, PACIFIC HERITAGE
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Zone 2

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019 Maximum Special Tax Rate (1)</th>
<th>Proposed Special Tax Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Less than 2,200</td>
<td>$2,681.78</td>
<td>$2,681.78</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,200 to 2,499</td>
<td>$2,988.97</td>
<td>$2,988.97</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,500 to 2,799</td>
<td>$3,287.62</td>
<td>$3,287.62</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,800 to 3,099</td>
<td>$3,483.88</td>
<td>$3,483.88</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>3,100 to 3,399</td>
<td>$3,714.27</td>
<td>$3,714.27</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>3,400 to 3,699</td>
<td>$3,910.53</td>
<td>$3,910.53</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>3,700 and Greater</td>
<td>$4,105.57</td>
<td>$4,105.57</td>
</tr>
<tr>
<td>8 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$21,750.51</td>
<td>$21,750.51</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2009.
EXHIBIT “EE”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA
IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,760.12</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,564.52</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,546.03</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,424.30</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,358.76</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,254.72</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,150.68</td>
</tr>
<tr>
<td>8 – Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,028.31</td>
</tr>
<tr>
<td>9 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$851.08</td>
</tr>
<tr>
<td>10 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,261.58</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT “EE”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA
IMPROVEMENT AREA NO. 1
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor's Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,815.72</td>
<td>$1,815.72</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,616.22</td>
<td>$1,616.22</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,576.95</td>
<td>$1,576.95</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,452.79</td>
<td>$1,452.79</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,385.93</td>
<td>$1,385.93</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,279.81</td>
<td>$1,279.81</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,173.69</td>
<td>$1,173.69</td>
</tr>
<tr>
<td>8 - Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,028.31</td>
<td>$1,028.31</td>
</tr>
<tr>
<td>9 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$851.08</td>
<td>$851.08</td>
</tr>
<tr>
<td>10 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,447.21</td>
<td>$8,447.21</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.
EXHIBIT “FF”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (¹)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,780.12</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,584.52</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,546.03</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,424.30</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,358.76</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,254.72</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,150.68</td>
</tr>
<tr>
<td>8 – Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,008.14</td>
</tr>
<tr>
<td>9 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$834.40</td>
</tr>
<tr>
<td>10 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,253.49</td>
</tr>
</tbody>
</table>

¹ In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT “FF”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA
IMPROVEMENT AREA NO. 2
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Special</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Tax Rate</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,815.72</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,616.22</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,576.95</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,452.79</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,385.93</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,279.81</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,173.69</td>
</tr>
<tr>
<td>8 – Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,028.31</td>
</tr>
<tr>
<td>9 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$851.08</td>
</tr>
<tr>
<td>10 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,418.56</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.
EXHIBIT “GG”
CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA
IMPROVEMENT AREA NO. 3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes each land use classification according to its square footage as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>Maximum Special Tax Rate (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,780.12</td>
</tr>
<tr>
<td>2 - Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,584.52</td>
</tr>
<tr>
<td>3 - Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,546.03</td>
</tr>
<tr>
<td>4 - Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,424.30</td>
</tr>
<tr>
<td>5 - Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,385.76</td>
</tr>
<tr>
<td>6 - Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,254.72</td>
</tr>
<tr>
<td>7 - Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,150.68</td>
</tr>
<tr>
<td>8 - Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,008.14</td>
</tr>
<tr>
<td>9 - Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$834.40</td>
</tr>
<tr>
<td>10 - Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,002.75</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate according to each land use classification.

For Fiscal Year 2018/2019, the annual Special Tax Requirement (STR) will be determined.

In accordance with the Rate and Method of Apportionment, the STR is defined as that amount required in any fiscal year to: (i) pay Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property, and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous fiscal year; less (vii) a credit for funds available to reduce the annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.
EXHIBIT “GG”

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-1, AVELINA
IMPROVEMENT AREA NO. 3
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

Upon determination of the STR, the Annual Special Tax shall be levied to satisfy the STR proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Special Tax Rate Multiplier</th>
<th>Residential Floor Area (Sq Ft)</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Maximum Special Tax Rate (1)</td>
</tr>
<tr>
<td>1 – Residential</td>
<td>Per Unit</td>
<td>Greater than 3,150</td>
<td>$1,815.72</td>
</tr>
<tr>
<td>2 – Residential</td>
<td>Per Unit</td>
<td>2,951 to 3,150</td>
<td>$1,616.22</td>
</tr>
<tr>
<td>3 – Residential</td>
<td>Per Unit</td>
<td>2,751 to 2,950</td>
<td>$1,576.95</td>
</tr>
<tr>
<td>4 – Residential</td>
<td>Per Unit</td>
<td>2,551 to 2,750</td>
<td>$1,452.79</td>
</tr>
<tr>
<td>5 – Residential</td>
<td>Per Unit</td>
<td>2,351 to 2,550</td>
<td>$1,385.93</td>
</tr>
<tr>
<td>6 – Residential</td>
<td>Per Unit</td>
<td>2,151 to 2,350</td>
<td>$1,279.81</td>
</tr>
<tr>
<td>7 – Residential</td>
<td>Per Unit</td>
<td>1,951 to 2,150</td>
<td>$1,173.69</td>
</tr>
<tr>
<td>8 – Residential</td>
<td>Per Unit</td>
<td>1,751 to 1,950</td>
<td>$1,028.31</td>
</tr>
<tr>
<td>9 – Residential</td>
<td>Per Unit</td>
<td>Less than 1,750</td>
<td>$851.08</td>
</tr>
<tr>
<td>10 – Undeveloped</td>
<td>Per Acre</td>
<td>N/A</td>
<td>$8,162.81</td>
</tr>
</tbody>
</table>

(1) In accordance with the Rate and Method of Apportionment, the Maximum Special Tax Rate shall be increased by an amount equal to two percent (2%) of the amount in effect for the previous fiscal year beginning July 1, 2016.
EXHIBIT "E"

CITY OF PERRIS
COMMUNITY FACILITIES DISTRICT NO. 2014-2, PERRIS VALLEY SPECTRUM
FISCAL YEAR 2018/2019 PROPOSED SPECIAL TAX LEVY

1. Maximum Special Tax Progression

The following table summarizes the Aggregate Maximum Special Tax and Maximum Special Tax Rate as well as the Fiscal Year 2018/2019 Maximum Special Tax Rate as compared to Fiscal Year 2017/2018 Maximum Special Tax Rate.

<table>
<thead>
<tr>
<th>Special Tax Rate Multiplier</th>
<th>FY 2017/2018</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Square Footage</td>
<td>$624,587</td>
<td>$624,587</td>
</tr>
<tr>
<td></td>
<td>$0.2645</td>
<td>$0.2645</td>
</tr>
</tbody>
</table>

2. Proposed Special Tax Rate

The following table summarizes the percent of the Fiscal Year 2018/2019 Proposed Special Tax Rate to the Fiscal Year 2018/2019 Maximum Special Tax Rate.

For Fiscal Year 2018/2019, the Annual Costs will be determined.

In accordance with the Rate and Method of Apportionment, the Annual Costs are defined as that amount required in any fiscal year to: (i) pay annual Debt Service on all Outstanding Bonds; (ii) pay annual Administrative Fees of the City; (iii) pay any amounts, if any, necessary to replenish the Reserve Fund on the Bonds (iv) any other payment required under the Administration Agreement and any amendment thereto; (v) less the Agency Contribution for such fiscal year.

Upon determination of the Annual Costs, the Annual Special Tax shall be levied to satisfy the Annual Costs proportionately on each Assessor’s Parcel up to 100% of the Proposed Special Tax rate listed below.

<table>
<thead>
<tr>
<th>Special Tax Rate Multiplier</th>
<th>FY 2018/2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Square Footage</td>
<td>$624,587</td>
</tr>
<tr>
<td></td>
<td>$624,587</td>
</tr>
<tr>
<td></td>
<td>$0.2645</td>
</tr>
<tr>
<td></td>
<td>$0.2645</td>
</tr>
</tbody>
</table>
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

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

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

CONTACT: Jennifer Erwin, Director of Finance

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, 2021.

This agreement contains no changes in the current level of service for protection and emergency related services. However, an expanded definition of the Fire Marshal services is an item both parties have agreed to outline in the agreement. The additional language will spell out the Fire Marshal responsibilities of both the City and County, with the majority of those duties remaining with the City as it has been in the past. Only those inspections required to be handled by the County, per the California Government Code, will be detailed as such in the document.

Staff is recommending the approval of the three-year contract as well as requesting authorization for the City Attorney to continue working with the County’s attorney to complete the expanded definition of Fire Marshal services. The document attached to this staff report is the initial agreement provided to the City without the special language detailed above. Only upon the approval by the City Attorney will the document be executed and forwarded to the County for their Board’s approval. In the event the amended document is available by June 12, 2018, staff will provide the Council with copies at the City Council meeting.

BUDGET (or FISCAL) IMPACT: Fiscal Year 18/19: $5,039,752; Fiscal Year 19/20: $5,320,580; Fiscal Year 20/21: $5,606,823. Limited Fire Marshal Services will be provided on a case by case basis and the cost will be paid for by the developer or applicant needing the inspection.

Reviewed by:
City Attorney
Assistant City Manager
Director of Finance

Page 1 of 2
Attachments: Proposed Agreement

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

THIS AGREEMENT, made and entered into this ___ day of ____________, 2018, 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 Perris 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, hazardous materials mitigation, technical rescue response, fire marshal, medical emergency services, and public service assists (hereinafter called "Fire Services"). The Riverside County Fire Department invoices for disaster preparedness and response provided by Riverside County Emergency Management Department. This Agreement is entered into pursuant to the authority granted by Government Code Sections §55600 et seq., and will provide a unified, integrated, cooperative, regional fire protection 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. The 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. COUNTY provides fire personnel 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.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. The COUNTY is mandated per Government Code Section §51350 for full cost recovery. CITY shall pay each claim, in full, within thirty (30) days after receipt thereof.

D. 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 not 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.

E. 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.

F. [ ] (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.

G. [ ] (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.

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

I. Notwithstanding Paragraph G, as it relates to the Fire Engine Use Agreement, 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 One Thousand Four Hundred Thirteen Dollars ($1,413) per day; or Nine Thousand Eight Hundred Ninety-Six Dollars ($9,896) per week.

J. Notwithstanding Paragraph H, as it relates to Fire Marshal services herein, if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding Fire Marshal services. In the event the CITY elects not to use Fire Marshal services outlined in Paragraph H (Exhibit D), the services must be provided by the COUNTY Office of the Fire Marshal pursuant to Health and Safety Code sections 13145 and 13146 and at a cost to the developer as outlined in COUNTY Ordinance 871(Establishing Consolidated Fees For Land Use and Related Functions).

SECTION IV: INITIAL TERM AND AMENDMENT

A. The term of this Agreement shall be from July 1, 2018, to June 30, 2021.
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.

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 bring such an action for collection of costs incurred by CITY and the COUNTY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion the recovered amount via the annual Cost Allocation Plan. This recovery does not include CITY resources outside of this Cooperative Agreement. Those resources would require the CITY to obtain cost recovery directly.

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.
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, "Indemnities") 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 Indemnities 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.

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, "Indemnities") 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 OF RIVERSIDE                  CITY OF PERRIS
Riverside County Fire Chief           City Manager
210 West San Jacinto Avenue           City of Perris
Perris, CA 92570                      101 North "D" Street
                                          Perris, CA 92570

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.

CITY OF PERRIS

Dated: ____________________________
By: ________________________________
    Michael M. Vargas, Mayor

ATTEST:
By: ________________________________
    Nancy Salazar, City Clerk

(SEAL)

COUNTY OF RIVERSIDE

Dated: ____________________________
By: ________________________________
    Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM
Clerk of the Board

By: ________________________________
    Deputy

APPROVED AS TO FORM:
By: ________________________________
    GREGORY P. PRIAMOS,
    County Counsel

(SEAL)
EXHIBIT "A"
TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JANUARY 1, 2018 FOR FY2018/2019 THROUGH FY2020/2021

CITY BUDGETED EXHIBIT "A" ESTIMATES

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<th>Fiscal Year</th>
<th>Estimate</th>
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<td>Fiscal Year 2018/2019</td>
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<td>Fiscal Year 2019/2020</td>
<td>$5,320,580</td>
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<tr>
<td>Fiscal Year 2020/2021</td>
<td>$5,606,823</td>
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<tr>
<td><strong>Total City Budget</strong></td>
<td><strong>$15,967,155</strong></td>
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For FY2018/2019 - FY2020/2021
EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JANUARY 1, 2018 FOR FY 2018/2019

*See notation below for estimate assumptions

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**ESTIMATED SUPPORT SERVICES**

| Administrative/Operational          | 22,007 | per assigned Staff ** | 159,989 | 7.27 |
| Volunteer Program                   | 7,286  | Per Entity Allocation | 3,643   | 0.5  |
| Medic Program                       |        | Medic FTE/Defib Basis | 26,775  | 3.0  |
| Battalion Chief Support             | 75,126 | .27 FTE per Station   | 75,126  | 1.0  |
| Fleet Support                       | 60,561 | per Fire Suppression Equip | 60,561 | 1.0  |
| ECC Support                         |        | Calls/Station Basis   | 111,430 |      |
| Comm/IT Support                     |        | Calls/Station Basis   | 217,796 |      |
| Hazmat Support                      |        |                      | 19,860  |      |

**ESTIMATED SUPPORT SERVICES SUBTOTAL**

| FIRE ENGINE USE AGREEMENT (E101)    | 25,800 | each engine | 25,800 | 1    |

TOTAL STAFF COUNT 7.27

**ESTIMATED SUBTOTAL STA 101**

| SUPPORT SERVICES                     |        | 7.0 Assigned Staff Sta 101 |
| Administrative & Operational Services|        | 0.27 Battalion Chief Support Sta 101 |
| Finance                               |        | ** 7.27 Total Assigned Staff Sta 101 |
| Training                              |        | 1 Fire Stations Sta 101 |
| Data Processing                       |        | 3,397 Number of Calls Sta 101 |
| Accounting                            |        | 3 Assigned Medic FTE |
| Personnel                             |        | 1 Monitors/Defibs |
|                                       |        | 1 Hazmat Stations Sta 101 |
|                                       |        | 10.5 Number of Hazmat Calls Sta 101 |

EXHIBIT "A"
FOR CITY OF PERRIS
Page 2 of 13
<table>
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<tr>
<th>CAPTAINS</th>
<th>CAPTAIN'S MEDICS</th>
<th>ENGINEER'S MEDICS</th>
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(**3 FC - PCA 37134)

**ESTIMATED SUPPORT SERVICES**

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<tr>
<th>Service</th>
<th>Cost</th>
<th>As a % of Total</th>
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<td>Volunteer Program</td>
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<td>Medic Program</td>
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<td>Battalion Chief Support</td>
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<td>Fleet Support</td>
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<td>ECC Support</td>
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<td>Comm/IT Support</td>
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<tr>
<td>Hazmat Support</td>
<td>19,860</td>
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</table>

**ESTIMATED SUPPORT SERVICES SUBTOTAL**

793,299

**FIRE ENGINE USE AGREEMENT (E90)**

25,800 each engine

25,800

**TOTAL STAFF COUNT**

$2,907,084

**ESTIMATED SUBTOTAL STA 90**

12.27

**SUPPORT SERVICES**

<table>
<thead>
<tr>
<th>Service</th>
<th>Cost</th>
<th>As a % of Total</th>
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<td>Finance</td>
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<td>Accounting</td>
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<td>3.397 Number of Calls Sta 90</td>
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<tr>
<td>Personnel</td>
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<td>4 Assigned Medic FTE</td>
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<td></td>
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<td>1 Monitors/Defibs</td>
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<td>1 Hazmat Stations Sta 90</td>
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<td></td>
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<td>10.5 Number of Hazmat Calls St 90</td>
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**ESTIMATED DIRECT CHARGES**

34,238

**NET ESTIMATED CITY BUDGET**

$5,039,752
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

Facility Support - Facility maintenance staff with associated operating costs.

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

FY 18/19 POSITION SALARIES TOP STEP

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
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<td>DEPUTY CHIEF</td>
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<td>DIV CHIEF</td>
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<td>BAT CHIEF</td>
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<td>FIRE SYSTEMS INSPECTOR</td>
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*Estimate Assumptions:
- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POF Benfits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
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- EDWC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes
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EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JANUARY 1, 2018 FOR FY 2019/2020

*See notation below for estimate assumptions

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ESTIMATED SUPPORT SERVICES

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ESTIMATED SUPPORT SERVICES SUBTOTAL: 722,441

FIRE ENGINE USE AGREEMENT (E101)

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ESTIMATED SUBTOTAL STA 101: $2,217,028

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**3 FC - PCA 37134**

**ESTIMATED SUPPORT SERVICES**

- Administrative/Operational: 23,547 per assigned Staff **288,924** 12.27
- Volunteer Program: 7,796 Per Entity Allocation **3,898** 0.5
- Medic Program: Medic FTE/Defib Basis **37,302** 4.0
- Battalion Chief Support: 0.27 FTE per Station **80,385** 1.0
- Fleet Support: 64,800 per Fire Suppression Equip **64,800** 1.0
- ECC Support: Calls/Station Basis **119,230**
- Comm/IT Support: Calls/Station Basis **233,042**
- Hazmat Support: **21,250**

**ESTIMATED SUPPORT SERVICES SUBTOTAL**: **848,830**

**FIRE ENGINE USE AGREEMENT (E90)**: 25,800 each engine **25,800** 1

**TOTAL STAFF COUNT**: 12.27

**ESTIMATED SUBTOTAL STA 90**: **$3,069,314**

**SUPPORT SERVICES**

- Administrative & Operational Services
  - Finance: **12.0** Assigned Staff Sta 90
  - Procurement: **0.27** Battalion Chief Support Sta 90
- Training: **12.27** Total Assigned Staff Sta 90
- Emergency Services: **3.397** Number of Calls Sta 90
- Data Processing: **4** Assigned Medic FTE
- Fire Fighting Equip.: **1** Fire Station 90
- Accounting: **10.5** Number of Hazmat Calls St 90
- Office Supplies/Equip.: **1** Hazmat Stations Sta 90
- Personnel: **1** Monitors/Defibs

**ESTIMATED DIRECT CHARGES**: **34,238**

**NET ESTIMATED CITY BUDGET**: **$5,320,580**
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

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 19/20 POSITION SALARIES TOP STEP**

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<td>165,934</td>
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*Estimate Assumptions:*
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- POFF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
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EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF PERRIS
ESTIMATE DATED JANUARY 1, 2018 FOR FY 2020/2021

*See notation below for estimate assumptions

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<th>ENGINEER'S MEDICS</th>
<th>FF II MEDICS</th>
<th>TOTALS</th>
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ESTIMATED SUPPORT SERVICES

Administrative/Operational       25,195 per assigned Staff ** 183,171 7.27
Volunteer Program                8,341 Per Entity Allocation 4,171 0.5
Medic Program                    Medic FTE/Defib Basis 30,654 3.0
Battalion Chief Support          .27 FTE per Station 86,011 1.0
Fleet Support                    per Fire Suppression Equip 69,336 1.0
ECC Support                      Calls/Station Basis 127,577
Comm/IT Support                  Calls/Station Basis 249,355
Hazmat Support                   22,738

ESTIMATED SUPPORT SERVICES SUBTOTAL 773,012

FIRE ENGINE USE AGREEMENT (E101) 25,800 each engine 25,800 1

TOTAL STAFF COUNT 7.27

ESTIMATED SUBTOTAL STA 101 $2,338,207

SUPPORT SERVICES

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EXHIBIT "A"
FOR CITY OF PERRIS
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**(3 FC - PCA 37134)**

**ESTIMATED SUPPORT SERVICES**

- Administrative/Operational: 25,195 per assigned Staff **
- Volunteer Program: 8,341 per Entity Allocation
- Medic Program: Medic FTE/Defib Basis: 39,913
- Battalion Chief Support: 86,011 .27 FTE per Station
- Fleet Support: 69,336 per Fire Suppression Equip
- ECC Support: Calls/Station Basis: 127,577
- Comm/IT Support: Calls/Station Basis: 249,355
- Hazmat Support: 22,738

**ESTIMATED SUPPORT SERVICES SUBTOTAL**

906,248

**FIRE ENGINE USE AGREEMENT (E90)**

25,800 each engine: 25,800

**TOTAL STAFF COUNT**

12.27

**ESTIMATED SUBTOTAL STA 90**

$3,234,378

**SUPPORT SERVICES**

- Administrative & Operational Services
- Finance
- Training
- Data Processing
- Accounting Personnel
- Procurement
- Emergency Services
- Fire Fighting Equip.
- Office Supplies/Equip.

12.0 Assigned Staff Sta 90
0.27 Battalion Chief Support Sta 90
12.27 Total Assigned Staff Sta 90

- 1 Fire Station 90
- 3,397 Number of Calls Sta 90
- 4 Assigned Medic FTE
- 1 Monitors/Defibs
- 1 Hazmat Stations Sta 90
- 10.5 Number of Hazmat Calls St 90

**ESTIMATED DIRECT CHARGES**

34,238

**NET ESTIMATED CITY BUDGET**

$5,606,823
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

Facility Support - Facility maintenance staff with associated operating costs.

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

**FY 20/21 POSITION SALARIES TOP STEP**

<table>
<thead>
<tr>
<th>Position</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPUTY CHIEF</td>
<td>344,767</td>
</tr>
<tr>
<td>DIV CHIEF</td>
<td>340,104</td>
</tr>
<tr>
<td>BAT CHIEF</td>
<td>292,145</td>
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<tr>
<td>CAPT</td>
<td>252,334</td>
</tr>
<tr>
<td>CAPT MEDIC</td>
<td>280,236</td>
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<tr>
<td>ENG</td>
<td>221,183</td>
</tr>
<tr>
<td>ENG/MEDIC</td>
<td>246,444</td>
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<tr>
<td>FF II</td>
<td>194,162</td>
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<tr>
<td>FF II/MEDIC</td>
<td>216,844</td>
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<tr>
<td>FIRE SAFETY SUPERVISOR</td>
<td>153,799</td>
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<tr>
<td>FIRE SAFETY SPECIALIST</td>
<td>144,085</td>
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<tr>
<td>FIRE SYSTEMS INSPECTOR</td>
<td>124,995</td>
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<tr>
<td>OFFICE ASSISTANT III</td>
<td>74,135</td>
</tr>
<tr>
<td>SECRETARY I</td>
<td>86,787</td>
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<tr>
<td>EMERGENCY SVC COORDINATOR</td>
<td>116,074</td>
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<tr>
<td>COUNTY FIRE MARSHAL</td>
<td>226,794</td>
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<tr>
<td>COUNTY DEPUTY FIRE MARSHAL</td>
<td>165,934</td>
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<tr>
<td>FIRE ENGINE</td>
<td>25,800</td>
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<tr>
<td>SRVDEL</td>
<td>25,195</td>
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<tr>
<td>VOL DEL</td>
<td>8,341</td>
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<tr>
<td>MEDIC FTE</td>
<td>9,259</td>
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<tr>
<td>MEDIC MONITORS/DEFIBS REPLACEMENT</td>
<td>2,878</td>
</tr>
<tr>
<td>BATT DEL</td>
<td>86,011</td>
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<tr>
<td>ECC STATION</td>
<td>18,671</td>
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<td>ECC CALLS</td>
<td>32,06</td>
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<tr>
<td>FLEET SUPPORT</td>
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<td>COMMIT STATION</td>
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<td>COMMIT CALLS</td>
<td>62,66</td>
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<td>FACILITY STATION</td>
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<td>FACILITY FTE</td>
<td>390,34</td>
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<td>HAZMAT STATION</td>
<td>5,097</td>
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<td>HAZMAT CALLS</td>
<td>1,464,73</td>
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<tr>
<td>HAZMAT VEHICLE REPLACEMENT</td>
<td>2,260</td>
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*Estimate Assumptions:*
- All Salaries based on 17/18 salaries and updated with MOU raises
- Support Services with a 7% increase based on the 17/18 Board Approved Cost Allocation dated August 29, 2017
- POFF Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 4.83% based on last 5 years increase
- Misc Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 2.80% based on last 5 years increase
- EDWCC Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.83% based on last 5 years increase
- POF-RET/MEDI Benefits based on REVISED July 2017 Matrix issued in Sept. with an estimated increase of 3.31% based on last 5 years increase
- Admin Fee Per REVISED July 2017 Matrix with an estimated increase of 0.10% based on last three years changes
## FY 20/21 DIRECT BILL ACCOUNT CODES

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<thead>
<tr>
<th>Code</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>520230</td>
<td>Cellular Phone</td>
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<tr>
<td>520300</td>
<td>Pager Service</td>
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<tr>
<td>520320</td>
<td>Telephone Service</td>
</tr>
<tr>
<td>520800</td>
<td>Household Expense</td>
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<tr>
<td>520805</td>
<td>Appliances</td>
</tr>
<tr>
<td>520830</td>
<td>Laundry Services</td>
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<tr>
<td>520840</td>
<td>Household Furnishings</td>
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<tr>
<td>520845</td>
<td>Trash</td>
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<tr>
<td>521380</td>
<td>Maint-Copier Machines</td>
</tr>
<tr>
<td>521440</td>
<td>Maint-Kitchen Equipment</td>
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<tr>
<td>521540</td>
<td>Maint-Office Equipment</td>
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<td>521660</td>
<td>Maint-Telephone</td>
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<tr>
<td>521680</td>
<td>Maint-Underground Tanks</td>
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<td>522310</td>
<td>Maint-Building and Improvement</td>
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<td>522340</td>
<td>Station Budgeted Maint-Building and Improvement</td>
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<tr>
<td>522360</td>
<td>Maint-Extermination</td>
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<tr>
<td>522380</td>
<td>Maint-Critical Systems</td>
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<tr>
<td>522410</td>
<td>Maint-Health &amp; Safety</td>
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<tr>
<td>522860</td>
<td>Medical Supplies</td>
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<tr>
<td>522890</td>
<td>Pharmaceuticals</td>
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<tr>
<td>523220</td>
<td>Licenses And Permits</td>
</tr>
<tr>
<td>523680</td>
<td>Office Equip Non Fixed Assets</td>
</tr>
<tr>
<td>526700</td>
<td>Rent-Lease Building</td>
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<tr>
<td>529500</td>
<td>Electricity</td>
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<tr>
<td>529510</td>
<td>Heating Fuel</td>
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<tr>
<td>529550</td>
<td>Water</td>
</tr>
<tr>
<td>537240</td>
<td>Int/lnd Exp-Utilities</td>
</tr>
<tr>
<td>542060</td>
<td>Capital Improvements Facilities</td>
</tr>
</tbody>
</table>
EXHIBIT “C”

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY PERRIS
DATED JULY 1, 2018

PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT

Station 90

Engine E90, RCO No. 06-809 $25,800.00

Station 101

Engine E101, RCO No. 10-801 $25,800.00

$51,600.00

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.
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 owner of said fire engine(s). All other maintenance and repairs 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, the owner of the old fire engine(s) may survey said fire engine(s) or reallocate as a second roll response fire engine.

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is $516,000. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.

The CITY may opt out of this Agreement at any time in writing and the costs will be prorated accordingly by fiscal year. No refunds will be provided for any prior payments. If the fire engine(s) have been titled to the COUNTY and the fire engine(s) are still within their useful life cycle, the ownership will not revert back to the CITY unless the entire Cooperative Agreement is terminated.
EXHIBIT “D”

TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, FIRE MARSHAL, RESCUE AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF _________
DATED JULY 1, 2018

PAYMENT FOR ADDITIONAL SERVICES
OFFICE OF THE FIRE MARSHAL AGREEMENT

The Fire Marshal Agreement is utilized in the event a CITY elects to fund locally direct COUNTY Fire Marshal personnel at the CITY to perform the duties of the Office of the Fire Marshal. These duties include:

For conformance with applicable laws, codes and regulations concerning fire protection and life safety -
• Review Planning and Development Cases for the CITY
• Review and inspection of construction development for the CITY
• State mandated Fire/Life Safety Inspections in accordance with Health and Safety Code 13146.1, 13146.2, 13146.3, 13217 and 13235
• Review, Permitting and Inspection of Special Events
• Investigation of fire safety complaints
• Meeting with development applicants and customers

Administrative activities -
• Creation and maintenance of forms for review and inspection of construction development and fire/life safety inspections.
• Provide information to customers on CITY Ordinances and Standards for construction
• Creation and maintenance of Information Bulletins, Technical Policies and Standards for Fire Protection in the CITY
• Provide recommendations on updating CITY Ordinances and Standards in regards to fire/life safety

In the event CITY desires an increase in the Office of the Fire Marshal duties services provides, CITY shall provide sixty (60) days written notice of the proposed increase in services. COUNTY is under no obligation to approve any requested increase. COUNTY shall render a written decision on whether to allow or deny the increase within thirty (30) days of the notice provided pursuant to this section.

It is the CITY responsibility to provide funding for all direct operating supplies for each position in accordance with COUNTY requirements and/or standards. These supplies include, but are not limited to:
• Vehicle and regular maintenance
• Training
• Office space, furniture, Code & Standard reference books, and general & field supplies
- All IT and Communication tools (such as cell phone, computer, etc.)
- Uniform costs

All costs including salaries and benefits will be included in each quarterly invoice as outlined in the Cooperative Agreement.

The CITY may opt out of this Exhibit and eliminate funding for locally direct COUNTY Fire Marshal personnel at the CITY in writing with a minimum notice of one hundred and twenty (120) days. The costs will be prorated accordingly by services provided and fiscal year.

It is the responsibility of the CITY to obtain cost recovery for the Fire Marshal services provided by these personnel for the CITY.
CITY OF PERRIS
AGENDA SUBMITTAL

Meeting Date       June 12, 2018

SUBJECT: Resolutions Authorizing the establishment of Proposed City of Perris Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris (the “CFD”), designating improvement areas therein and authorize future bonded indebtedness in the amount not to exceed $6,500,000 for each improvement area

REQUESTED ACTION: That the City of Perris (the “City”) adopt the following resolutions, respectively:

1. **RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS, DESIGNATE IMPROVEMENT AREAS THEREIN AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREAS**

2. **RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 1 AND NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS**

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:

The City has received petitions (Attachment No. 1) from the property owners within the proposed CFD boundaries to establish the CFD and designate two improvement areas, for the purpose of financing public facilities in connection with a planned development project within the Green Valley Specific Plan. The CFD, which will include 314 units, is located along Ethanac Road to the south, and Fieldstone Drive to the north, and in between Murrieta Road and Goetz Road to the east and west, respectively. The petitions authorize the levy of special taxes, the issuance of bonds for each improvement area and to establish an appropriation limit for the CFD.

Community facilities district financing is a commonly-used method of financing infrastructure and services for new development in California. Commonly referred to as “Mello-Roos,” this land-secured financing permits the local agency (i.e., the City) to
issue bonds to pay for the public facilities and infrastructure costs and services of local development. Debt service on the bonds is paid from special taxes levied on real property within the CFD boundary. The bonds are issued on a tax-exempt basis at the federal and state level.

FORMATION PROCESS:

The Mello-Roos Act provides that prior to initiating the CFD proceedings, the City Council must adopt a statement of local goals and policies concerning the use of the Mello-Roos Act. The City adopted policies on May 9, 2017 (Attachment No. 2), therefore satisfying this requirement. The proposed CFD will meet all requirements of the City’s adopted local goals and policies. Requirement(s) that are not met may be waived by the City Council.

The proceedings to consider the establishment of the CFD will be initiated by the adoption of two resolutions discussed below.

1. Adopt the Resolution of Intention to form CFD 2018-1 (Attachment 3). This resolution does the following: a) accepts the petition filed by the property Owners with respect to the CFD; b) describes the territory of the boundaries of the CFD; c) describes the types of facilities and services that will be financed with the special taxes and proceeds of bonds; d) describes the rate and method of apportionment of the special taxes to be levied in the CFD; e) calls a public hearing to be held on July 31, 2018; and f) describes the proposed voting procedures for the CFD.

2. Adopt the Resolution Declaring the Necessity to Incur Bonded Indebtedness of the Community Facilities District (Attachment 4). This resolution states the not-to-exceed amounts for bonds to be issued by the CFD and declares that the special taxes to be levied within the CFD are to be used for direct payment of facilities and services, as well as the payment of the debt service on the bonds of the CFD. The resolution also calls a public hearing for July 31, 2018.

Conclusion and Next Steps

Adopting the attached resolutions is the first step to establish the CFD, authorize special taxes and incur a bonded indebtedness. The formation of the CFD will occur after the public hearing, scheduled for July 31, 2018. At that hearing, the Council will be presented with information regarding the CFD, the special taxes, and public facilities and services. The public will also have the opportunity to comment on the CFD. After the conclusion of the July 31, 2018 public hearing the Council may take the following actions:

1. Adopt a resolution establishing the CFD
2. Call a special election
3. Conduct the election
4. Adopt a resolution declaring the results of the election
5. Introduce for first reading an ordinance authorizing the levy of special taxes

The adoption of the two resolutions under consideration this evening will not commit the City Council to establish the CFD nor authorize the levy of special taxes or the issuance of bonds. The City Council may establish the CFD only after conducting the July 31 public hearing and election. Following the July 31 public hearing, the proposed schedule to complete the formation of the CFD is as follows:

- August 28, 2018: Second reading of ordinance authorizing special tax levy
- September 28, 2018: Special Tax Ordinance becomes effective

The resolutions and related documents have been prepared and reviewed by the City’s finance team, which includes bond counsel, municipal advisor, and special tax consultant.

**FISCAL IMPACT:**

The recommended action carries no immediate fiscal impact. The formation of the CFD will occur after the public hearing, scheduled for July 31, 2018. Any obligation of the City to pay costs for CFD formation will be reimbursed out of the Developer’s Deposit.

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**BUDGET (or FISCAL) IMPACT:**

None. Costs will be paid from the Developer’s Deposit.

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Reviewed by:
City Attorney
Finance Director

Attachments: Binder Containing all Documents on File with City Clerk and Made Part of the Record, including:

1. Landowners’ Petitions
2. Adopted Local Goals and Policies
3. Resolution of Intention
4. Resolution to Incur Bonded Indebtedness

Consent:
Debt Issuance and Management Policy

City of Perris

Introduction

The Debt Issuance and Management Policy (the “Policy”) provides written guidelines for issuing debt and managing outstanding debt and provides guidance to policy makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, and method of sale that may be used in satisfaction of the requirements of SB 1029, codified as part of Government Code Section 8855. Adherence to a debt policy helps to ensure the City’s debt is issued and managed prudently in order to maintain a sound financial position and optimal credit ratings.

Purpose

The purpose of this Policy is to provide functional tools for debt management, capital planning, and cash flow management in a conservative and prudent manner. The City’s most appropriate use of debt financing is for the purchase or construction of major capital facilities that will serve as a long-term community asset. The policies outlined below are not intended to serve as a list of rules to be applied to the City’s debt issuance process, but rather to serve as a set of guidelines to promote sound financial management.

The Policy as described herein is in accordance with current legislation and incorporates industry best practices. It has been devised to serve as a public representation of City objectives in relation to its use of any debt obligation. The Policy is further intended to memorialize guiding directives from the City Council (“Council”) to management and staff for decisions and recommendations related to the financial profile of the City.

The policy may be applied to any related entities to the City to the extent that entity does not have a separate policy.
Position

The Council intends that the City establish and maintain a framework for public finance borrowings such as general obligation bonds ("GO Bonds"), lease revenue bonds ("LRBs"), and certificates of participation ("COPs") issued or delivered by the City, including community facilities districts bonds ("CFDs"), Assessment Districts bonds ("ADs"), and other forms of indebtedness by the City.

1. Legal City debt or obligations, as the case may be, will be incurred mostly for major capital projects, not for any recurring purpose such as current operating and maintenance expenditures. For betterment and repair and replacement projects, debt financing may be used to better match the anticipated need and costs with available funds on hand. Smaller projects should be funded on a "pay-as-you-go" basis from current revenues. The City shall not construct or acquire a facility if it is unable to adequately provide for the subsequent annual operation and maintenance costs of the facility throughout its expected life. The weighted average useful life of the asset(s) or project financed through debt issuance shall exceed the payout schedule of any debt the City assumes.

2. Careful and consistent monitoring of such debt issuance is required to preserve the City’s credit strength, budget and financial flexibility.

3. This policy shall be applicable for debt financing for the payment of facilities and special tax financing for facilities and services, as guidelines to assist concerned parties in following the City’s approach to Community Facilities District financing. It is the City's goal to support projects which address a public need and provide a public benefit. Proposed projects requesting Community Facility District debt financing or other financing will be evaluated to determine if such financing is financially viable and in the best interest of the City and current and future City and project residents.

The City will consider applications requesting the formation of community facilities districts to finance facilities and services and the issuance of bonds to finance eligible public facilities pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Mello Roos Act"). The City reserves the right to request any additional reports, information or studies reasonably necessary in evaluating these applications.

All City and any consultant costs incurred in evaluating applications requesting the establishment of Districts will be paid by the applicant(s) by advance deposit increments or as otherwise agreed in writing by the City. The City shall not incur any non-reimbursable expense for processing such applications. Expenses not chargeable to the district shall be borne by the applicant.

4. **POLICY**

i. In following this Policy, the City shall pursue the following debt management goals.

a. When funding capital improvements, the City will review all funding sources and determine the best source based on need and use of items being financed. For capital projects, the City will review the capital improvement program to
determine if debt issuance is the best source of funding given the overall capital improvement program and budget.

b. For publicly offered debt, the City shall endeavor to attain the best possible credit strategy for each debt issue (with or without credit enhancement) in order to reduce interest costs, within the context of preserving financial flexibility and meeting capital funding requirements.

c. The City shall remain mindful of debt limits in relation to assessed value changes within the City and the tax burden needed to meet long-term capital requirements.

d. The City shall consider market conditions and City cash flows when timing the issuance of debt.

e. The City shall determine the amortization (maturity) schedule which will best fit with the overall debt structure of the City at the time new debt is issued.

f. The City shall give consideration to matching the term of the debt issue to the useful lives of related assets whenever practical, while considering repair and replacement costs of those assets to be incurred in future years as an offset to the useful lives, and the related length of time in the payout structure.

5. **AUTHORIZATION AND TYPES OF DEBT AUTHORIZED TO BE ISSUED**

i. **Authority and Purpose of the Issuance of Debt** – The City is organized as a general law city, duly organized and validly existing under the laws of the State of California. The laws of the State of California authorize the issuance of debt of the City, and/or confer upon it the power and authority to make lease payments, contract debt, borrow money, and issue bonds for public improvement projects. Under these provisions, the City may contract debt to pay for the cost of acquiring, constructing, reconstructing, rehabilitating, replacing, improving, extending, enlarging and equipping City projects and or facilities, or to refund existing debt of the City.

ii. **New Debt**

a. Debt issues may be used to finance capital facilities, projects and certain capital equipment where it is appropriate to spread the cost of the projects over more than one fiscal year.

b. Projects which are not appropriate for spreading costs over future years shall not be debt financed.

c. Long-term debt shall, under no circumstances, be used to fund City operations.

d. The City may issue long-term debt which may include, but is not limited to, GO Bonds, LRBs, COPs, CFDs, ADs and/or other capital lease-
purchase structures for capital facilities and projects, including fees which
fund capital facilities.

iii. Land Based Financings

a. Public Purpose. There will be a clearly articulated public purpose in
forming an assessment or special tax district in financing public
infrastructure improvements. Council approval must be obtained to use
this form of financing.

The City shall have final determination as to any facility’s eligibility for
financing, as well as the prioritization of facilities to be included within a
district. The City shall evaluate the priority of such items on a project by
project basis. The City may also require applicants to commit significant
equity to projects for which public financing assistance is requested. The
City shall also require the payment of a capital facilities fee of not less than
$1,000 per unit to finance facilities described in the resolution of intention
to form the district or similar resolution relating to changes or annexations
to the district.

b. Eligible Improvements. Except as otherwise determined by the Council
when proceedings for district formation are commenced, preference in
financing public improvements through a special tax district will be given
for those public improvements that help achieve clearly identified
community facility and infrastructure goals in accordance with adopted
facility and infrastructure plans as set forth in key policy documents such
as the General Plan, Specific Plan, Facility or Infrastructure Master Plans,
or Capital Improvement Plan.

Such improvements include study, design, construction and/or acquisition of:

1. Public safety facilities;
2. Streets, highways, and bridges;
3. Flood control facilities;
4. Street lighting;
5. Libraries;
6. Traffic signal and safety lighting;
7. Public utilities;
8. Park facilities, open space;
9. Recreational facilities;

10. Storm drain facilities;

11. Sanitary sewer facilities measures involving land acquisition, dedication, and revegetation;

12. Biological mitigation;

13. Potable and reclaimed water facilities;

14. Sewer facilities and water facilities;

15. School facilities;

16. Facilities authorized pursuant to development agreements, impact fee programs, capital improvement programs and capital facility fee programs of the City and other public agencies;

17. Other governmental facilities and improvements such as offices, information technology systems and telecommunication systems.

18. Other facilities authorized pursuant to the Mello-Roos Act, as such act may be amended from time to time.

The list of public services eligible to be financed are:

1. Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and

2. Police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto; and

3. Park, parkways and open space maintenance services, including all furnishings, equipment and supplies related thereto; and

4. Flood and storm protection services; and

5. Such other services and related facilities permitted by the Mello-Roos Act which the City determines necessary to fund pursuant to a resolution.

The City shall determine and evaluate the priority of services and the eligibility to fund services on a district by district basis.
c. Active Role. Even though land-based financings may be a limited obligation of the City, we will play an active role in managing the district. This means that the City will select and retain the financing team, including the financial advisor, bond counsel, trustee, appraiser, disclosure counsel, special tax consultant, assessment engineer and underwriter. Any costs incurred by the City in retaining these services will generally be the responsibility of the property owners or developer, and will be advanced via a deposit when an application is filed; or will be paid on a contingency fee basis from the proceeds from the bonds.

d. Credit Quality. When a developer requests a district, the City will carefully evaluate the applicant's financial plan and ability to carry the project, including the payment of assessments and special taxes during build-out. This may include detailed background, credit and lender checks, and the preparation of independent appraisal reports and market absorption studies. For districts where one property owner accounts for more than 25% of the annual debt service obligation, a letter of credit further securing the financing may be required. The City's independent financial advisor/consultant must review the proposed issuance of the bonds for viability.

e. Reserve Fund. A reserve fund should be established in the lesser amount of: the maximum annual debt service; 125% of the annual average debt service; or 10% of the bond proceeds.

f. Value-to-Debt Ratio. The minimum value-to-debt ratio should generally be 4:1. This means the value of the property in the district, with the public improvements, should be at least four times the amount of the assessment or special tax debt. In special circumstances, after conferring and receiving the concurrence of the City's financial advisor and bond counsel that a lower value-to-debt ratio is financially prudent under the circumstances; the City may consider allowing a value-to-debt ratio of 3:1.

g. Appraisal Methodology. Determination of value of property in the district will be based upon the full cash value as shown on the ad valorem assessment roll or upon an appraisal by an independent, impartial, and qualified appraiser. The definitions, standards and assumptions to be used for appraisals will be determined by the City on a case by case basis, with input from City consultants and district applicants, and by reference to relevant materials and information promulgated by the State of California, including the Appraisal Standards for Land Secured Financings prepared by the California Debt and Investment Advisory Commission (CDIAC).

h. Capitalized Interest During Construction. Decisions to capitalize interest will be made on case-by-case basis, with the intent that if allowed, it
should improve the credit quality of the bonds and reduce borrowing costs, benefiting both current and future property owners.

i. **Maximum Burden.** Annual assessments (or special taxes in the case of Mello-Roos or similar districts) should generally not exceed 1\% of the sales price of the property; and total property taxes, special assessments and special taxes payments collected on the tax roll (all “overlapping” debt burden) should generally not exceed 2\%.

j. **Benefit Apportionment.** Assessments and special taxes will be apportioned according to a formula that is clear, understandable, equitable and reasonably related to the benefit received by, or burden attributed to, each parcel with respect to its financed improvement. No annual escalation factor will be permitted.

k. **Special Tax District Administration.** In the case of Mello-Roos or similar special tax districts, the total maximum annual tax should not exceed 110\% of annual debt service. The rate and method of apportionment should include a back-up tax in the event of significant changes from the initial development plan, and should include procedures for prepayments. Neither the City nor the Community Facilities District shall be obligated to pay for the cost of determining the prepayment amount, which is to be paid by the applicant.

l. **Foreclosure Covenants.** In managing administrative costs, the City will establish minimum delinquency amounts per owner, and for the district as a whole, on a case-by-case basis before initiating foreclosure proceedings.

m. **Disclosure to Bondholders.** In general, each property owner who accounts for more than 20\% of the annual debt service or bonded indebtedness must provide ongoing disclosure information annually as described under SEC Rule 15(c)-12.

n. **Disclosure to Prospective Purchasers.** Full disclosure about outstanding balances and annual payments should be made by the seller to prospective buyers at the time that the buyer bids on the property. It should not be deferred to after the buyer has made the decision to purchase. When appropriate, applicants or property owners may be required to provide the City with a disclosure plan. Such plan may include home buyer notifications requiring signature prior to home purchases, as well as methods to notify subsequent home purchasers. The City may require that Developers offer residential buyers the option of having all special taxes prepaid upon close of escrow, with a corresponding increase in the purchase price of the residence.

The City shall use all reasonable means to ensure compliance with applicable federal securities laws in connection with the issuance of debt.
and the provision of annual information regarding any District established by the City with respect to which Bonds have been issued, including requiring any developer in a District who is material to the Bond issue to transmit appropriate information to the City or its designee for disclosure to Bond investors.

6. STRUCTURE OF DEBT ISSUES

i. **Relation of Debt to City Budget** – The City shall review and consider its existing capital improvement/facilities plan when issuing debt. Each debt issuance should be evaluated on an individual basis within the context of the City's overall financing objectives, integration with the City's capital improvement program, and current market conditions.

ii. **Maturity of Debt** – The City shall structure debt to mature in compliance with the provisions of the Internal Revenue Code (or any successor thereto) and ensure that the term of the debt issuance does not exceed the expected useful life of the capital project permitted by the Internal Revenue Service.

iii. **Debt Service Structure** – The City shall design the financing schedule and repayment of debt so as to take best advantage of market conditions, provide flexibility, and, as practical, to recapture or achieve its best credit rating for future use. The City will evaluate alternative debt structures (and timing considerations) to ensure the most cost-efficient financing under prevailing market conditions. Annual debt service payments shall generally be amortized on a level basis. An internal analysis will be conducted for each proposed long-term financing which analyzes the impact on current and future budgets for debt service and operations. This analysis will also address the reliability of revenues to support debt service. No new debt will be undertaken without consulting appropriate external financial advisors and bond counsel. Financial advisors and bond counsel will be selected in a manner consistent with the City's customary practice of hiring professional services.

iv. **Call Provisions** – The City may provide for the call and redemption of bonds before their maturity at times and prices and upon any other terms as it specifies, based upon analysis from the underwriters and financial advisors of the economics of callable versus non-callable features.

v. **Credit Enhancement** – The City may enter into credit enhancement agreements such as municipal bond insurance, reserve sureties, and letters of credit with commercial banks, municipal bond insurance companies, or other financial entities when such enhancement results in lower borrowing costs, eliminates restrictive covenants, or has a net economic benefit to the debt issuance. The City shall use a competitive process to select providers of such credit enhancements to the extent applicable.
7. **SALE OF SECURITIES**

The City will determine on a case-by-case basis whether to sell its bonds through a public sale or a private placement.

i. **Public Sale** – There are two methods of public sale of debt, competitive and negotiated. Preference shall be given to competitive sales. However, both methods of sale shall be considered for all issuance of debt to the extent allowed by law, as each method has the potential to achieve the lowest financing cost given the right conditions.

   a. **Competitive Sale** – When a competitive bidding process is deemed the most advantageous method of sale for the City, award shall be based upon, among other factors, the lowest offered True Interest Cost (“TIC”), as long as the bid adheres to requirements set forth in the official notice of sale.

   b. **Negotiated Sale** – The City recognizes that some securities are best sold through negotiation. When a negotiated sale process is deemed the most advantageous method of sale for the City, selection shall be based upon, among other factors, qualifications, experience, pricing ability, and fees.

ii. **Private Placement** – From time to time the City may elect to issue debt on a private placement basis. While not used as frequently as negotiated or competitive public sale methods, a private placement sale may be appropriate when the financing can or must be structured for a single or limited number of purchasers. Such method of sale shall be considered if it is demonstrated to result in cost savings or provide other advantages relative to other methods of debt issuance, or if it is determined that access to the public market in unavailable and timing considerations require that a financing be completed.

8. **CREDIT RATING AGENCIES**

i. In public issuance of debt, the City shall endeavor to attain the best possible credit rating for each debt issue (with or without credit enhancement).

ii. In private placement, the City will consider the debt issuance on its overall credit rating.

iii. The City shall endeavor to maintain effective relations with credit rating agencies.

iv. The City and its financial advisor shall meet with, make presentations to, or otherwise communicate with the credit rating agencies on a regular basis in order to keep the credit rating agencies informed concerning the City’s capital project plans, debt issuance program, debt management activities, and other appropriate financial information.
9. **Refunding and Restructuring Outstanding Debt**

i. Whenever deemed to be in the best interest of the City, the City may consider refunding or restructuring outstanding debt. The primary considerations for refunding or restructuring outstanding debt shall be financially advantageous or beneficial structuring.

ii. The financial advantages of refunding outstanding debt shall be based upon a review of a net present value analysis of any proposed refunding in order to make a determination regarding the cost-effectiveness of the proposed refunding.

   a. Generally, the City may initiate a refunding when three (3.00%o) percent net present value or greater savings as a percentage of the refunded aggregate principal amount can be achieved.

   b. The target net present value savings as a percentage of the refunded aggregate principal amount shall be no less than three (3.00%o) percent at the time of sale. This figure should serve only as a guideline; the City must evaluate each refunding opportunity on a case-by-case basis and must take into consideration: time to maturity; size of the issues; current interest rate environment; annual cash flow savings; and the value of the call option. The City Manager or his designee shall have the discretion to designate a lower percentage savings if applicable.

10. **Internal Controls**

The City shall be vigilant in using bond proceeds in accordance with the stated purposes at the time such debt was incurred.

i. All debt transactions must be approved by the Council or applicable governing board. The proceeds of bond sales will be invested until used for the intended project(s) in order to maximize utilization of the public funds. The investments will be made to obtain the highest level of 1) safety, 2) liquidity, and 3) yield, and may be held as cash. The City's investment guidelines and bond indentures will govern objectives and criteria for investment of bond proceeds. The City Manager or designee will oversee the investment of bond proceeds in a manner to avoid, if possible, and minimize any potential negative arbitrage over the life of the bond issuance, while complying with arbitrage and tax provisions.

ii. Bond proceeds will be deposited and recorded in separate accounts to ensure funds are not commingled with other forms of City funds. The City's Trustee or Fiscal Agent will administer the disbursement of bond proceeds pursuant to each certain Indenture of Trust or Fiscal Agent Agreement, respectively. To ensure proceeds from bond sales are used in accordance with legal requirements, invoices submitted need to be approved by the City Manager or designated alternate for payment. Requisition for the disbursement of bond funds will be approved by the City Manager or designated alternate. Responsibility for general ledger reconciliations and records is segregated from the invoice processing, cash receipting, and cash disbursement functions.
iii. The City Manager or designate will be tasked with monitoring the expenditure of bond proceeds to ensure they are used only for the purpose and authority for which the bonds were issued and exercising best efforts to spend bond proceeds in such a manner that the City will meet one of the spend-down exemptions from arbitrage rebate. Tax-exempt bonds will not be issued unless it can be demonstrated that 85% of the proceeds can reasonably be expected to be expended within the three-year temporary period.

11. SB 1029 COMPLIANCE

Senate Bill 1029 ("SB 1029"), signed by Governor Brown on September 12, 2016, requires issuers to adopt debt policies addressing each of the five items below. The City believes this Policy is in compliance with SB 1029.

i. The purposes for which the debt proceeds may be used.
   a. Section 5 (Authorization And Types Of Debt Authorized To Be Issued) of this Policy provides information regarding the purposes for which the City may spend debt proceeds.

ii. The types of debt that may be issued.
   a. Section 5 (Authorization And Types Of Debt Authorized To Be Issued) of this Policy provides information regarding the types of debt the City may issue.

iii. The relationship of the debt to, and integration with, the issuer’s capital improvement program or budget, if applicable.
   a. Section 4 (Policy) and Section 6 (Structure of Debt Issues) of this Policy provide information regarding the relationship between the City’s debt and Capital Improvement Program.

iv. Policy goals related to the issuer’s planning goals and objectives.
   a. Section 4 (Policy) of this Policy describes the City’s planning goals and objectives.

v. The internal control procedures that the issuer has implemented, or will implement, to ensure that the proceeds of the proposed debt issuance will be directed to the intended use.
   a. Section 10 (Internal Controls) of this Policy provides information regarding the City’s internal control procedures designed to ensure that the proceeds of a debt issuance are spent as intended.
12. MISCELLANEOUS

i. The Policy was drafted with the intent of providing Council-approved guiding directives to management and staff for decisions and recommendations related to the financial profile of the City, and is intended to support the City's debt obligations to present and future generations of customers. The Policy is intended to be revisited and updated periodically if there is a material change in the risk exposures or conditions.

ii. The City acknowledges that the capital marketplace fluctuates, municipal finance products change from time to time, and that issuer and investor supply and demand vary. These fluctuations may produce situations that are not anticipated or covered by this policy. As such, the Council may make exceptions or modifications to this policy to achieve the debt management goals outlined above. Management flexibility is appropriate and necessary in such situations, provided specific authorization is granted by the Council.

12. Waiver. The City Council or governing board may waive any provision of the policy if it determines that the waiver is appropriate for a particular issue or in the public interest.

Comprehensive Debt Policy

Adopted on May 9, 2017
RESOLUTION NO. ______

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO INCUR BONDED INDEBTEDNESS IN THE AMOUNT NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 1 AND NOT TO EXCEED $6,500,000 WITHIN PROPOSED IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

WHEREAS, the City Council (the “Council”) of the City of Perris (the “City”) upon receipt of a petition (including consent and waiver) from each of KB HOME Coastal Inc. and Green Valley Recovery Acquisitions, LLC (collectively, the “Petitions”) as provided in Section 53318 of the Government Code of the State of California instituted proceedings to form Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris (the “Community Facilities District No. 2018-1” or the “District”) and designate two improvements areas as “Improvement Area No. 1” and “Improvement Area No. 2” (each, an “Improvement Area”) pursuant to the Mello-Roos Community Facilities Act of 1982, commencing with Section 53311 of the Government Code of the State of California (the “Act”), as amended, and pursuant to a resolution adopted by the Council on the date hereof to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Exhibit “A” hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees and the acquisition or construction of public facilities (collectively, the “Facilities”), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the “Incidental Expenses”); and

WHEREAS, in order to finance the Facilities and Incidental Expenses, the Council intends to authorize the issuance of bonds for the proposed district in the maximum aggregate principal amount of not to exceed $6,500,000 within proposed Improvement Area No. 1 of the District and not to exceed $6,500,000 within proposed Improvement Area No. 2 of the District; and

WHEREAS, the repayment of the bonds of the District is to be secured by special taxes levied on taxable property in each Improvement Area in accordance with Section 53328 of the Act, and excluding those properties exempted from taxation in the rate and method of apportionment for Improvement Area No. 1 and Improvement Area No. 2 set forth in Exhibit “C” and Exhibit “D,” respectively, to the Council’s Resolution of Intent to Establish Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris, Designate Improvement Areas therein and to Authorize the Levy of a Special Tax within said Improvement Areas, adopted on the date hereof.

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

Section 1. Each of the above recitals is true and correct and is adopted by the Council and incorporated herein.
Section 2. It is necessary to incur bonded indebtedness within the proposed boundaries of proposed Community Facilities District No. 2018-1 in the principal amount not to exceed $6,500,000 within proposed Improvement Area No. 1 and not to exceed $6,500,000 within proposed Improvement Area No. 2 to finance the costs of the Facilities and Incidental Expenses, as permitted by the Act.

Section 3. The bonds for each proposed Improvement Area will be issued for the purpose of financing the costs of the Facilities and the Incidental Expenses, including, but not limited to, the funding of reserve funds for the bonds, the financing of costs associated with the issuance of the bonds and all other costs and expenses necessary to finance the Facilities which are permitted to be financed pursuant to the Act.

Section 4. It is the intent of the Council to authorize the sale of bonds in one or more series for the District in the maximum aggregate principal amount of not to exceed $6,500,000 within Improvement Area No. 1 of the District and not to exceed $6,500,000 within Improvement Area No. 2 of the District, and at a maximum interest rate not in excess of the maximum rate permitted by law at the time the bonds are issued. The term of the bonds shall be determined pursuant to a resolution of the Council acting in its capacity as the legislative body of the District authorizing the issuance of the bonds, but such term shall in no event exceed 40 years or such longer term as is then permitted by law.

Section 5. A public hearing (the “Hearing”) on the proposed debt issue shall be held on July 31, 2018 at 6:00 p.m. or as soon thereafter as practicable, at the chambers of the City Council of the City of Perris, 101 North D Street, Perris, California 92570.

Section 6. At the Hearing at the time and place set forth above, any interested persons, including all persons owning land or registered to vote within the proposed District, may appear and be heard.

Section 7. The City Clerk is hereby directed to publish a notice of the Hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation circulated within the proposed District unless such notice is waived by the landowners. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 8. This resolution of intention shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Perris on this 12th day of June, 2018

____________________________
MAYOR OF THE CITY OF PERRIS

Attest:

____________________________
CITY CLERK OF THE CITY OF PERRIS
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  ) §
CITY OF PERRIS        )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 12th day of June, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

By: ________________________________

City Clerk
Exhibit “A”

TYPES OF FACILITIES TO BE FINANCED BY COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

The General Description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, bridge facilities, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;

- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;

- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;

- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;

- Park, recreational facilities, trails, open space and appurtenant facilities;

- Impact and other City or public agency fees;

- Incidental expenses;

- City facilities.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriters’ discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.

2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any
costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer’s report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.
RESOLUTION NO. ______

RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF PERRIS TO ESTABLISH COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS, DESIGNATE IMPROVEMENT AREAS THEREIN AND TO AUTHORIZE THE LEVY OF A SPECIAL TAX WITHIN SAID IMPROVEMENT AREAS

WHEREAS, the City Council (the "Council") of the City of Perris (the "City") has received a petition (including consent and waiver) from each of KB HOME Coastal Inc. and Green Valley Recovery Acquisitions, LLC (collectively, the "Petitions") requesting the institution of proceedings for formation of a community facilities district and designation of two improvement areas therein pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the "Act"); and

WHEREAS, the Council has determined that the Petitions comply with the requirements of Government Code Section 53318 and now intends to form Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris; and

WHEREAS, the Council desires to adopt this resolution of intention as provided in Section 53321 of the Act to establish a community facilities district and designate two improvement areas therein, consisting of the territory described in Exhibit "A" hereto and incorporated herein by this reference, which the Council hereby determines shall be known as "Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris" (the "Community Facilities District No. 2018-1" or the "District") pursuant to the Act to finance (1) the purchase, construction, modification, expansion, improvement or rehabilitation of certain real or other tangible property described in Exhibit "B" hereto and incorporated herein by this reference, including all furnishings, equipment and supplies related thereto; (2) the payment of development and other fees and the acquisition or construction of public facilities (collectively, the "Facilities"), which Facilities have a useful life of five years or longer; and (3) the incidental expenses to be incurred in connection with financing the Facilities and forming and administering the District (the "Incidental Expenses"); and

WHEREAS, it is the intention of the Council to consider financing the Facilities and the Incidental Expenses through the formation of Community Facilities District No. 2018-1, the designation of two improvement areas as "Improvement Area No. 1" and "Improvement Area No. 2" of the District (each, an "Improvement Area"), the sale of bonded indebtedness in an amount not to exceed $6,500,000 within the proposed Improvement Area No. 1 of the District and not to exceed $6,500,000 within Improvement Area No. 2 of the District, and the levy of a special tax within each Improvement Area of the District to finance the Facilities and the Incidental Expenses and to pay debt service on the bonded indebtedness incurred by such District, provided that the bond sales and special tax levies are approved at an election to be held within each Improvement Area of the District.
NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Perris, as follows:

Section 1. Each of the above recitals is true and correct and is adopted by the Council and incorporated herein.

Section 2. The Council hereby determines to institute proceedings for the formation of a community facilities district under the terms of the Act, with two separate improvement areas designated pursuant to Section 53350 of the Act. The exterior boundaries of the community facilities district and the boundaries of the two improvement areas are hereby specified and described to be as shown on that certain map now on file in the office of the City Clerk entitled “Proposed Boundaries of Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris,” which map indicates by a boundary line the extent of the territory included in the proposed District and each Improvement Area that shall govern for all details as to the extent of the District. On the original and on one copy of the map of such District on file in the Clerk’s office, the Clerk shall endorse the certificate evidencing the date and adoption of this resolution. The Clerk shall file the original of such map in her office and, within fifteen (15) days after the adoption of this Resolution, the Clerk shall file a copy of such map so endorsed in the records of the County Recorder, County of Riverside, State of California.

Section 3. The name of the proposed District shall be “Community Facilities District No. 2018-1 (Green Valley-West Elm) of the City of Perris” and the two proposed improvement areas shall be designated as “Improvement Area No. 1” and “Improvement Area No. 2.”

Section 4. The Facilities proposed to be financed by the District are public infrastructure facilities and other governmental facilities with an estimated useful life of five years or longer, which the City is authorized by law to construct, acquire, own, operate or contribute revenue to. The Council hereby finds and determines that the description of the Facilities herein is sufficiently informative to allow taxpayers within the proposed District and each Improvement Area to understand what the funds may be used to finance. The Incidental Expenses expected to be incurred include the cost of planning and designing the Facilities, the costs of forming the District, issuing bonds and levying and collecting a special tax within each proposed Improvement Area of the District. The Council hereby finds that the proposed Facilities are necessary to meet increased demands placed upon the City as a result of development occurring within the proposed District. Such Facilities need not be physically located within the District.

Section 5. Except where funds are otherwise available, it is the intention of the Council to levy annually in accordance with procedures contained in the Act a special tax within each Improvement Area of the District (the “Special Tax”) sufficient to pay for the costs of financing the acquisition and/or construction of the Facilities and Incidental Expenses, including the principal and interest and other periodic costs on bonds or other indebtedness proposed to be issued to finance the Facilities, and Incidental Expenses, the establishment and replenishment of reserve funds, the credit enhancement fees, the costs of administering the levy and collection of the Special Tax and all other costs of the levy of the Special Tax and issuance of the bonds, including any foreclosure proceedings, architectural, engineering, inspection, legal, fiscal, and financial consultant fees, discount fees, interest on bonds due and payable prior to the expiration of one year from the date of
completion of Facilities (but not to exceed two years), election costs and all costs of issuance of the bonds, including, but not limited to, fees for bond counsel, disclosure counsel, financing consultants and printing costs, and all other administrative costs of the tax levy and bond issue. The Special Tax will be secured by recordation of a continuing lien against all non-exempt real property in the applicable Improvement Area of the District. In the first year in which such a Special Tax is levied, the levy shall include a sum sufficient to repay to the City all amounts, if any, transferred to the applicable Improvement Area of the District pursuant to Section 53314 of the Act and interest thereon. The schedule of the rate and method of apportionment and manner of collection of the Special Tax within proposed Improvement Area No. 1 and Improvement Area No. 2 of is described in detail in Exhibit “C” and Exhibit “D,” respectively, attached hereto and by this reference incorporated herein (each, a “Rate and Method”). The Special Tax is based upon the cost of financing the Facilities and Incidental Expenses in the District, the demand that each parcel will place on the Facilities and the benefit (direct and/or indirect) received by each parcel from the Facilities.

The Special Tax within a proposed Improvement Area of the District is apportioned to each parcel within the proposed Improvement Area on the foregoing basis pursuant to Section 53325.3 of the Act. In the event that a portion of the property within the Improvement Area of District shall become for any reason exempt, wholly or partially, from the levy of the Special Tax, the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the Improvement Area of the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax. If the Special Tax of an Improvement Area is levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except to the extent permitted in the applicable Rate and Method; (ii) such special tax shall be levied for a period not to exceed forty (40) years commencing with Fiscal Year 2018-2019, as further described in each Rate and Method; and (iii) under no circumstances will such special tax be increased as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent (10%).

Section 6. The special tax within each proposed Improvement Area is based on the expected demand that each parcel of real property within each proposed Improvement Area will place on the Facilities and on the benefit that each parcel derives from the right to access the Facilities. The Council hereby determines that the proposed Facilities are necessary to meet the increased demand placed upon the City and the existing infrastructure in the City as a result of the development of land proposed for inclusion of the District. The Council hereby determines the Rate and Method set forth in Exhibit “C” and Exhibit “D” for each Improvement Area of the District to be reasonable.

Section 7. A public hearing (the “Hearing”) on the establishment of Community Facilities District No. 2018-1, each proposed Improvement Area, the proposed Rate and Method for each Improvement Area and the proposed issuance of bonds by the District for each Improvement Area to finance the Facilities and the Incidental Expenses shall be held on July 31, 2018, at 6:00 p.m., or as soon thereafter as practicable, at the chambers of the City Council of the City of Perris, 101 North “D” Street, Perris, California 92570. Should the Council determine to form the District and establish the District and each of the Improvement Areas therein, a special election will be held within each Improvement Area of the District to authorize the issuance of bonds and the levy of the
Special Tax in accordance with the procedures contained in Government Code Section 53326. If held, the proposed voting procedure at the elections will be a landowner vote with each landowner who is the owner of record of land within each Improvement Area of the District at the close of the Hearing, or the authorized representative thereof, having one vote for each acre or portion thereof owned within the Improvement Area. Ballots for the special election may be distributed by mail or by personal service.

Section 8. At the time and place set forth above for the Hearing, any interested person, including all persons owning lands or registered to vote within the proposed District, may appear and be heard.

Section 9. Each City officer who is or will be responsible for the Facilities to be financed by the District, if it is established, is hereby directed to study the proposed District and, at or before the time of the above-mentioned Hearing, file a report with the Council, and which is to be made a part of the record of the Hearing, containing a brief description of the Facilities and services by type which will in his or her opinion be required to adequately meet the needs of the District and his or her estimate of the cost of providing the Facilities and services, including an estimate of the fair and reasonable cost of all Incidental Expenses, including the cost of planning and designing the Facilities to be financed pursuant to the Act, the cost of environmental evaluations of such Facilities, all costs associated with the creation of the District, issuance of bonds, determination of the amount of any special taxes, collection of any special taxes, or costs otherwise incurred in order to carry out the authorized purposes of the City with respect to the District, and any other expenses incidental to the construction, completion and inspection of the authorized work to be paid through the proposed financing.

Section 10. The City may accept advances of funds or work-in-kind from any sources, including private persons or private entities, and is authorized and directed to use such funds for any authorized purpose, including any cost incurred in creating the District. The District may enter into an agreement to repay all of such funds as are not expended or committed for any authorized purpose at the time of the election on the levy of the Special Tax, if the proposal to levy such tax should fail, and to repay all of such funds advanced if the levy of the Special Tax shall be approved by the qualified electors of the District.

Section 11. The Clerk is hereby directed 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 or a summary 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 12. The Clerk may send a copy of the Notice of the Hearing by first-class mail, postage prepaid, to each registered voter and to each landowner within the proposed District as shown on the last equalized assessment roll. Said mailing shall be completed not less than fifteen (15) days prior to the date of the Hearing.
Section 13. Pursuant to Section 53344.1 of the Act, the Council hereby reserves to itself, in its sole discretion, the right and authority by subsequent resolution to allow any owner of property within the District, subject to the provisions of Section 53344.1 of the Act and those conditions as it may impose, and any applicable prepayment penalties as prescribed in the bond indenture or comparable instrument or document, to tender to the District treasurer in full payment or part payment of any installment of the special taxes or the interest or penalties thereon which may be due or delinquent, but for which a bill has been received, any bond or other obligation secured thereby, the bond or other obligation to be taken at par and credit to be given for the accrued interest shown thereby computed to the date of tender.

Section 14. The voting procedure with respect to the establishment of the District and the imposition of the special tax shall be by hand delivered ballot election.

Section 15. This resolution of intention shall take effect upon its adoption.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Perris on this 12th day of June, 2018

Attest:

______________________________
MAYOR OF THE CITY OF PERRIS

______________________________
CITY CLERK OF THE CITY OF PERRIS
STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE )
CITY OF PERRIS )

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution No. _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 12th day of June, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

By: _________________________________
    City Clerk
Exhibit “A”

BOUNDARY MAPS FOR COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

[ATTACHED]
Exhibit "B"

TYPES OF FACILITIES TO BE FINANCED BY COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

The General Description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, bridge facilities, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;

- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;

- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;

- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;

- Park, recreational facilities, trails, open space and appurtenant facilities;

- Impact and other City or public agency fees;

- Incidental expenses;

- City facilities.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriters’ discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.

2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any
costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer's report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.
Exhibit “C”

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR IMPROVEMENT AREA NO. 1 OF COMMUNITY FACILITIES DISTRICT NO. 2018-1 (GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

[ATTACHED]
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2018-1
(GREEN VALLEY)
IMPROVEMENT AREA 1

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area 1 of Community Facilities District No. 2018-1 (Green Valley) of the City of Perris ("CFD No. 2018-1 IA1") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2018-1 IA1, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.


"Administrative Expenses" means the following actual or reasonably estimated costs related to the administration of CFD No. 2018-1 IA1 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2018-1 IA1, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2018-1 IA1, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2018-1 IA1, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-1 IA1, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-1 IA1 for any other administrative purposes of CFD No. 2018-1 IA1, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

"Annual Special Tax" means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

"Assessor" means the Assessor of the County of Riverside.

"Assessor’s Parcel" means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.
“Assessor’s Parcel Map” means an official map of the Assessor designating parcels by Assessor’s Parcel Number.

“Assessor’s Parcel Number” means the number assigned to an Assessor’s Parcel by the County for purposes of identification.

“Assigned Special Tax” means the Special Tax of that name described in Section 3.A below.

“Backup Special Tax” means the Special Tax of that name described in Section 3.B below.

“Bonds” means any bonds or other Debt of CFD No. 2018-1 IA1, whether in one or more series, secured by the levy of Special Taxes.

“Building Permit” means a building permit for construction of a Residential Unit within CFD No. 2018-1 IA1 issued by the City.

“Building Square Footage” means all of the square footage of usable area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor's Parcel and/or by reference to appropriate records kept by the City.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

“CFD No. 2018-1 IA1” means the Community Facilities District No. 2018-1 (Green Valley) Improvement Area No. 1 of the City of Perris.

“City” means the City of Perris, California.

“Council” means the City Council of the City acting as the legislative body of CFD No. 2018-1 IA1 under the Act.

“County” means the County of Riverside, California.

“Debt” means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

“Debt Service” means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor’s Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.
“Exempt Property” means for each Fiscal Year, all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

“Final Map” means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

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

“Indenture” means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

“Land Use Class” means any of the classes listed in Table 1 under Section 3 below.

“Lot” means a parcel created by a Final Map on which a Residential Unit can be constructed.

“Maximum Special Tax” means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor’s Parcel of Taxable Property.

“Non-Residential Property” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

“Outstanding Bonds” means all Bonds, which are deemed to be outstanding under the Indenture.

“Prepayment Amount” means the amount required to prepay the Annual Special Tax obligation in full for an Assessor’s Parcel as described in Section 6.A below.

“Property Owner Association Property” means any Assessor’s Parcel within the boundaries of CFD No. 2018-1 IA1 owned in fee by a property owner association, including any master or sub-association.

“Proportionately” or “Proportionate” means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, “Proportionately” means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property. “Proportionately” may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

“Provisional Property” means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

“Public Property” means any property within the boundaries of CFD No. 2018-1 IA1, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.
“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

“Residential Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units.

“Special Tax” means any special tax levied within CFD No. 2018-1 IA1 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

“Special Tax Obligation” means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2018-1 IA1.

“Special Tax Requirement” means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year, less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor’s Parcels within the boundaries of CFD No. 2018-1 IA1, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2018-19, each Assessor’s Parcel within CFD No. 2018-1 IA1 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor’s Parcel of Developed Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.
3. SPECIAL TAX RATES

A. Assigned Special Tax for Developed Property

The Assigned Special Tax applicable to an Assessor's Parcel classified as Developed Property commencing in Fiscal Year 2018-19 shall be determined pursuant to Table 1 below.

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Land Use Type</th>
<th>Building Square Footage</th>
<th>Assigned Special Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Property</td>
<td>&gt; 2,700</td>
<td>$1,838 per Residential Unit</td>
</tr>
<tr>
<td>2</td>
<td>Residential Property</td>
<td>2,401 – 2,700</td>
<td>$1,635 per Residential Unit</td>
</tr>
<tr>
<td>3</td>
<td>Residential Property</td>
<td>2,201 – 2,400</td>
<td>$1,486 per Residential Unit</td>
</tr>
<tr>
<td>4</td>
<td>Residential Property</td>
<td>1,701 – 2,200</td>
<td>$1,211 per Residential Unit</td>
</tr>
<tr>
<td>5</td>
<td>Residential Property</td>
<td>≤ 1,700</td>
<td>$1,093 per Residential Unit</td>
</tr>
</tbody>
</table>

B. Backup Special Tax for Developed Property

The Backup Special Tax for Developed Property commencing in Fiscal Year 2018-19 shall be $9,786 per Acre.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the Lot on which the Condominium is located, with the Acreage for such Lot allocated equally among all of the Condominiums located or to be located on such Lot.

C. Maximum Special Tax for Developed Property

The Maximum Special Tax for Developed Property shall be the greater of the Assigned Special Tax for Developed Property and the Backup Special Tax for Developed Property.
D. Maximum Special Tax for Provisional Property and Undeveloped Property

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2018-19 shall be $9,786 per Acre.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2018-19, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor’s Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property.

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor’s Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor’s Parcel within CFD No. 2018-1 IA1 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

“CFD Public Facilities Costs” means $2,650,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2018-1 IA1, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).
“Construction Fund” means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2018-1 IA1.

“Future Facilities Costs” means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

“Outstanding Bonds” means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor’s Parcel of Developed Property, or Undeveloped Property for which a Building Permit has been issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2018-1 IA1 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor’s Parcel or group of Assessor’s Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount
plus Redemption Premium
plus Future Facilities Prepayment Amount
plus Defeasance Amount
plus Prepayment Administrative Fees and Expenses
less Reserve Fund Credit
less Capitalized Interest Credit
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

**Step No.:**

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2018-1 IA1 assuming all Building Permits have been issued (build-out) within CFD No. 2018-1 IA1, excluding any Assessor’s Parcels for which the Special Tax Obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest $5,000 increment (the “Bond Redemption Amount”).

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the “Redemption Premium”).


7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Prepayment Amount”).

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date.

9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the “Defeasance Amount”).

11. Calculate the administrative fees and expenses of CFD No. 2018-1 IA1, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2018-1 IA1, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Administrative Fees”).

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve
Fund Credit”). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2018-1 IA1.

The Prepayment Amount may be sufficient to redeem an amount other than a $5,000 increment of CFD No. 2018-1 IA1 Bonds. In such cases, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2018-1 IA1 Bonds to be used with the next prepayment of CFD No. 2018-1 IA1 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor’s Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of the owner of such Assessor’s Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

B. Partial Prepayment

The Special Tax on an Assessor’s Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_\text{F}-A) \times F+A$$

These terms have the following meaning:
PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor’s Parcel(s) is partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor’s Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner’s intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor’s Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor’s Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2018-1 IA1 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor’s Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor’s Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed forty (40) Fiscal Years commencing with Fiscal Year 2018-19, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2018-1 IA1 bonds have been paid.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor’s Parcels of Public Property, (ii) Assessor’s Parcels of Property Owner Association Property, or (iii) Assessor’s Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iv) Assessor’s Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and (v) Assessor’s Parcels of Developed Property classified as Non-Residential Property as determined reasonably by the CFD Administrator, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2018-1 IA1 to less than 22.16 Acres. Assessor’s Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2018-1 IA1 to less than 22.16 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2018-1 IA1 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.
If the use of an Assessor’s Parcel of Exempt Property changes so that such Assessor’s Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor’s Parcel eligible to be classified as Exempt Property, such Assessor’s Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor’s Parcel is in error shall first consult with the CFD Administrator regarding such error not later than thirty-six (36) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

(i) Amend the Special Tax levy on the landowner’s Assessor’s Parcel(s) for the current Fiscal Year prior to the payment date,

(ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or

(iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner’s Assessor’s Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

The City Council or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.
Exhibit “D”

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX FOR
IMPROVEMENT AREA NO. 2 OF COMMUNITY FACILITIES DISTRICT NO. 2018-1
(GREEN VALLEY-WEST ELM) OF THE CITY OF PERRIS

[ATTACHED]
RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

COMMUNITY FACILITIES DISTRICT NO. 2018-1
(GREEN VALLEY)
IMPROVEMENT AREA 2

A Special Tax shall be levied on all Taxable Property within the boundaries of Improvement Area 2 of Community Facilities District No. 2018-1 (Green Valley) of the City of Perris ("CFD No. 2018-1 IA2") and collected each Fiscal Year commencing in Fiscal Year 2018-19, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2018-1 IA2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre" or "Acreage" means the land area of an Assessor’s Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.


"Administrative Expenses" means the following actual or reasonably estimated costs related to the administration of CFD No. 2018-1 IA2 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2018-1 IA2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2018-1 IA2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2018-1 IA2, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2018-1 IA2, or any designee thereof related to an appeal of the Special Tax; and the City’s annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2018-1 IA2 for any other administrative purposes of CFD No. 2018-1 IA2, including attorney’s fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

"Annual Special Tax" means the Special Tax actually levied in any Fiscal Year on any Assessor’s Parcel.

"Assessor" means the Assessor of the County of Riverside.

"Assessor’s Parcel" means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.
“Assessor's Parcel Map” means an official map of the Assessor designating parcels by Assessor’s Parcel Number.

“Assessor's Parcel Number” means the number assigned to an Assessor's Parcel by the County for purposes of identification.

“Assigned Special Tax” means the Special Tax of that name described in Section 3.A below.

“Backup Special Tax” means the Special Tax of that name described in Section 3.B below.

“Bonds” means any bonds or other Debt of CFD No. 2018-1 IA2, whether in one or more series, secured by the levy of Special Taxes.

“Building Permit” means a building permit for construction of a Residential Unit within CFD No. 2018-1 IA2 issued by the City.

“Building Square Footage” means all of the square footage of usable area within the perimeter of a residential structure, not including any carport, walkway, garage, overhang, or similar area. The determination of Building Square Footage shall be made by reference to the Building Permit(s) issued for such Assessor’s Parcel and/or by reference to appropriate records kept by the City.

“Calendar Year” means the period commencing January 1 of any year and ending the following December 31.

“CFD Administrator” means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement, for preparing the Annual Special Tax roll and/or calculating the Backup Special Tax.

“CFD No. 2018-1 IA2” means the Community Facilities District No. 2018-1 (Green Valley) Improvement Area No. 2 of the City of Perris.

“City” means the City of Perris, California.

“Council” means the City Council of the City acting as the legislative body of CFD No. 2018-1 IA2 under the Act.

“County” means the County of Riverside, California.

“Debt” means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

“Debt Service” means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

“Developed Property” means for each Fiscal Year, all Taxable Property, exclusive of Provisional Property, for which a Building Permit was issued prior to May 1 of the previous Fiscal Year. An Assessor’s Parcel classified as Developed Property but for which the Building Permit that caused such Assessor’s Parcel to be classified as Developed Property has been cancelled and/or voided prior to the Fiscal Year for which Special Taxes are being levied shall be reclassified as Undeveloped Property, provided that the levy of the Annual Special Tax after such reclassification shall not be less than 1.1 times the annual Debt Service less Administrative Expenses on all Outstanding Bonds. If Bonds have not been issued, an Assessor’s Parcel classified as Developed Property for which such a Building Permit has been cancelled and/or voided shall be reclassified as Undeveloped Property.
"Exempt Property" means for each Fiscal Year, all Assessor’s Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

"Final Map" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

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

"Indenture" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"Land Use Class" means any of the classes listed in Table 1 under Section 3 below.

"Lot" means a parcel created by a Final Map on which a Residential Unit can be constructed.

"Maximum Special Tax" means for each Assessor’s Parcel, the maximum Special Tax, determined in accordance with Sections 3.C and 3.D below, which may be levied in a given Fiscal Year on such Assessor’s Parcel of Taxable Property.

"Non-Residential Property" means all Assessor’s Parcels of Developed Property for which a building permit has been issued for the purpose of constructing one or more non-residential units or facilities.

"Outstanding Bonds" means all Bonds, which are deemed to be outstanding under the Indenture.

"Prepayment Amount" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor’s Parcel as described in Section 6.A below.

"Property Owner Association Property" means any Assessor’s Parcel within the boundaries of CFD No. 2018-1 IA2 owned in fee by a property owner association, including any master or sub-association.

"Proportionately" or "Proportionate" means for Developed Property, that the ratio of the actual Special Tax levy to the applicable Assigned Special Tax or Backup Special Tax is equal for all Assessor’s Parcels of Developed Property. For Undeveloped Property, "Proportionately" means that the ratio of the actual Special Tax levy per Acre to the Maximum Special Tax per Acre is equal for all Assessor’s Parcels of Undeveloped Property. "Proportionately" may similarly be applied to other categories of Taxable Property as listed in Section 4 below.

"Provisional Property" means all Assessor’s Parcels of Public Property, Property Owner Association Property or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

"Public Property" means any property within the boundaries of CFD No. 2018-1 IA2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.
“Residential Property” means all Assessor’s Parcels of Developed Property for which a Building Permit has been issued for the purpose of constructing one or more Residential Units.

“Residential Unit” means each separate residential dwelling unit that comprises an independent facility capable of conveyance or rental, separate from adjacent residential dwelling units.

“Special Tax” means any special tax levied within CFD No. 2018-1 IA2 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

“Special Tax Obligation” means the total obligation of an Assessor’s Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2018-1 IA2.

“Special Tax Requirement” means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds to pay directly for acquisition or construction of facilities provided that the inclusion of such amount does not cause an increase in the Special Tax to be levied on Undeveloped Property; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

“State” means the State of California.

“Taxable Property” means all of the Assessor's Parcels within the boundaries of CFD No. 2018-1 IA2, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

“Trustee” means the trustee or fiscal agent under the Indenture.

“Undeveloped Property” means, for each Fiscal Year, all Taxable Property not classified as Developed Property or Provisional Property.

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2018-19, each Assessor's Parcel within CFD No. 2018-1 IA2 shall be classified as Taxable Property or Exempt Property. In addition, all Taxable Property shall further be classified as Developed Property, Undeveloped Property or Provisional Property, and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below. Furthermore, each Assessor's Parcel of Developed Property shall be classified according to its applicable Land Use Class based on its Building Square Footage.

3. SPECIAL TAX RATES

A. Assigned Special Tax for Developed Property

The Assigned Special Tax applicable to an Assessor’s Parcel classified as Developed Property commencing in Fiscal Year 2018-19 shall be determined pursuant to Table 1 below.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Assigned Special Tax Rates</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Land Use Type</th>
<th>Building Square Footage</th>
<th>Assigned Special Tax</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Property</td>
<td>&gt; 2,400</td>
<td>$1,756 per Residential Unit</td>
</tr>
<tr>
<td>2</td>
<td>Residential Property</td>
<td>2,201 – 2,400</td>
<td>$1,551 per Residential Unit</td>
</tr>
<tr>
<td>3</td>
<td>Residential Property</td>
<td>2,001 – 2,200</td>
<td>$1,409 per Residential Unit</td>
</tr>
<tr>
<td>4</td>
<td>Residential Property</td>
<td>≤ 2,000</td>
<td>$1,180 per Residential Unit</td>
</tr>
</tbody>
</table>

**B. Backup Special Tax for Developed Property**

The Backup Special Tax for Developed Property commencing in Fiscal Year 2018-19 shall be $9,985 per Acre.

For the purpose of calculating the Backup Special Tax, the land area applicable to a Condominium shall be computed from the Acreage of the Lot on which the Condominium is located, with the Acreage for such Lot allocated equally among all of the Condominiums located or to be located on such Lot.

**C. Maximum Special Tax for Developed Property**

The Maximum Special Tax for Developed Property shall be the greater of the Assigned Special Tax for Developed Property and the Backup Special Tax for Developed Property.
D. Maximum Special Tax for Provisional Property and Undeveloped Property

The Maximum Special Tax for Provisional Property and Undeveloped Property commencing in Fiscal Year 2018-19 shall be $9,985 per Acre.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2018-19, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor’s Parcel of Developed Property at 100% of the applicable Assigned Special Tax;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after Step 1 has been completed, the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Undeveloped Property up to 100% of the Maximum Special Tax for Undeveloped Property;

Step 3: If additional monies are needed to satisfy the Special Tax Requirement after the first two steps have been completed, then the Special Tax shall be levied Proportionately on each Assessor’s Parcel of Provisional Property up to 100% of the Maximum Special Tax for Provisional Property;

Step 4: If additional monies are needed to satisfy the Special Tax Requirement after the first three steps have been completed, then the Special Tax amount determined in Step 1 shall be increased Proportionately on each Assessor’s Parcel of Developed Property up to 100% of the Maximum Special Tax for Developed Property.

Notwithstanding the above, under no circumstances will the Special Tax levied in any Fiscal Year against any Assessor’s Parcel of Residential Property for which an occupancy permit for private residential use has been issued be increased as a result of a delinquency or default in the payment of the Special Tax applicable to any other Assessor’s Parcel within CFD No. 2018-1 IA2 by more than ten percent (10%) above what would have been levied in the absence of such delinquencies or defaults.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

“CFD Public Facilities Costs” means $2,950,000 or such lower number as (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2018-1 IA2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).
“Construction Fund” means the fund (regardless of its name) established pursuant to the Indenture to hold funds, which are currently available for expenditure to acquire or construct the facilities or pay fees authorized to be funded by CFD No. 2018-1 IA2.

“Future Facilities Costs” means the CFD Public Facilities Costs minus (i) costs previously paid from the Construction Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Construction Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

“Outstanding Bonds” means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

“Previously Issued Bonds” means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor’s Parcel of Developed Property, or Undeveloped Property for which a Building Permit has been issued may be prepaid and the obligation to pay the Special Tax for such Assessor’s Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor’s Parcel only if there are no delinquent Special Taxes with respect to such Assessor’s Parcel at the time of prepayment. An owner of an Assessor’s Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor’s Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date for the CFD No. 2018-1 IA2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor’s Parcel or group of Assessor’s Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount
plus Redemption Premium
plus Future Facilities Prepayment Amount
plus Defeasance Amount
plus Prepayment Administrative Fees and Expenses
less Reserve Fund Credit
less Capitalized Interest Credit
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

Step No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor’s Parcel.
2. For Assessor’s Parcels of Developed Property, determine the Maximum Special Tax. For Assessor’s Parcels of Undeveloped Property for which a Building Permit has been issued, compute the Maximum Special Tax for that Assessor’s Parcel as though it was already designated as Developed Property, based upon the Building Permit which has already been issued for that Assessor’s Parcel.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2018-1 IA2 assuming all Building Permits have been issued (build-out) within CFD No. 2018-1 IA2, excluding any Assessor’s Parcels for which the Special Tax Obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest $5,000 increment (the “Bond Redemption Amount”).

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the “Redemption Premium”).


7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the “Future Facilities Prepayment Amount”).

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date.

9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the “Defeasance Amount”).

11. Calculate the administrative fees and expenses of CFD No. 2018-1 IA2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of redeeming CFD No. 2018-1 IA2, and the costs of recording any notices to evidence the prepayment and the redemption (the “Prepayment Administrative Fees”).

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the “Reserve
Fund Credit”). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the “Capitalized Interest Credit”).

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the “Prepayment Amount”).

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Construction Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2018-1 IA2.

The Prepayment Amount may be sufficient to redeem an amount other than a $5,000 increment of CFD No. 2018-1 IA2 Bonds. In such cases, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2018-1 IA2 Bonds to be used with the next prepayment of CFD No. 2018-1 IA2 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor’s Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor’s Parcel, and the obligation of the owner of such Assessor’s Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

B. Partial Prepayment

The Special Tax on an Assessor’s Parcel of Developed Property or Undeveloped Property for which a building permit has been issued may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

\[ PP = (Pe - A) \times F + A \]

These terms have the following meaning:
PP = the partial prepayment
PE = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor’s Parcel(s) is
   partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor’s Parcel who desires such partial prepayment shall notify the
CFD Administrator of (i) such owner’s intent to partially prepay the Special Tax Obligation,
(ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the
company or agency that will be acting as the escrow agent, if any. The CFD Administrator
shall provide the owner with a statement of the amount required for the partial prepayment of
the Special Tax Obligation for an Assessor’s Parcel within sixty (60) days of the request and
may charge a reasonable fee for providing this service.

With respect to any Assessor’s Parcel that is partially prepaid, the City shall (i) distribute the
funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No.
2018-1 IA2 that there has been a partial prepayment of the Special Tax Obligation and that a
portion of the Special Tax with respect to such Assessor’s Parcel, equal to the outstanding
percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such
Assessor’s Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate
amount of Maximum Special Taxes less Administrative Expenses that may be levied on
Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the
Debt Service on all Outstanding Bonds in each Fiscal Year.

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a
period not to exceed forty (40) Fiscal Years commencing with Fiscal Year 2018-19, provided
however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD
Administrator has determined that all required interest and principal payments on CFD No. 2018-1
IA2 bonds have been paid.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor’s Parcels of Public Property,
(ii) Assessor’s Parcels of Property Owner Association Property, or (iii) Assessor’s Parcels which are
used as places of worship and are exempt from ad valorem property taxes because they are owned by
a religious organization, (iv) Assessor’s Parcels with public or utility easements making impractical
their utilization for other than the purposes set forth in the easement, and (v) Assessor’s Parcels of
Developed Property classified as Non-Residential Property as determined reasonably by the CFD
Administrator, provided that no such classification would reduce the sum of all Taxable Property in
CFD No. 2018-1 IA2 to less than 24.53 Acres. Assessor’s Parcels which cannot be classified as
Exempt Property because such classification would reduce the sum of all Taxable Property in CFD
No. 2018-1 IA2 to less than 24.53 Acres shall be classified as Provisional Property and will continue
to be subject to the CFD No. 2018-1 IA2 Special Taxes accordingly. Tax exempt status for the
purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in
which property becomes eligible for classification as Exempt Property.
If the use of an Assessor’s Parcel of Exempt Property changes so that such Assessor’s Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor’s Parcel eligible to be classified as Exempt Property, such Assessor’s Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor’s Parcel is in error shall first consult with the CFD Administrator regarding such error not later than thirty-six (36) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

(i) Amend the Special Tax levy on the landowner’s Assessor’s Parcel(s) for the current Fiscal Year prior to the payment date,

(ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or

(iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner’s Assessor’s Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

The City Council or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.
PETITION TO CREATE A
COMMUNITY FACILITY DISTRICT
(INCLUDING CONSENT AND WAIVER)

June 12, 2018

City Council of the
City of Perris
101 N. D Street
Perris, California 92570

Member of the Council:

This letter shall serve as a formal petition to create a community facilities district and related matters submitted pursuant to the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), being Chapter 2.5 of Part 1 of Division 2 of title 5 (commencing with Section 53311) of the California Government Code. The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below (and of the land identified below) and is its designated representative to petition the City Council (the "Council") of the City of Perris (the "City") and to give the consent and waiver contained herein with respect to a community facilities district comprised of two improvement areas ("Improvement Area No. 1" and "Improvement Area No. 2") to be established under the Act (the "CFD" or "District"), which such CFD will include the property described in Exhibit "A".

2. The undersigned hereby certifies that as of the date indicated opposite his signature, the landowner listed herein is the owner of all of the property to be included in Improvement Area No. 1 of the CFD (the "Property"), which such boundary is further delineated in Exhibit "A".

3. The undersigned, pursuant to Section 53318 of the Act, hereby requests that proceedings be commenced (i) to establish the CFD and designate two improvement areas therein, as Improvement Area No. 1 and Improvement Area No. 2, for the purpose of financing public facilities described in Exhibit "B" hereto (the "Facilities") in connection with a planned development project within the Green Valley Specific Plan to be known as "Green Valley-West Elm," (ii) to authorize the levy of special taxes within Improvement Area No. 1 and Improvement Area No. 2 to finance the Facilities, (iii) to authorize the issuance of bonds of the CFD for each Improvement Area No. 1 and Improvement Area No. 2 and (iv) to establish an appropriations limit for the CFD.

4. In accordance with the provisions of the Act, and specifically Sections 53326(a) and 53327(b) thereof allowing certain time and conduct requirements relative to a special landowner election to be waived with the unanimous consent of all the landowners to be included in a community facilities district and concurrence of the election official conducting the election, the undersigned (i) expressly consents to the conduct of the special election at the earliest possible time following the adoption by the Council of a resolution of formation
establishing the CFD and (ii) expressly waives any requirement to have the special election conducted within the time periods specified in Section 53326 of the Act or in the California Elections Code.

5. The undersigned waives any requirement for the mailing of the ballot for the special election and expressly agree that said election may be conducted by mailed or hand-delivered ballot to be returned as quickly as possible to the designated election official, being the office of the City Clerk and the undersigned request that the results of said election be canvassed and reported to the Council at the same meeting of the Council as the public hearing on the formation of the CFD or the next available meeting.

6. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act or required by the California Government Code or California Elections Code, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.

7. The undersigned expressly waives all notice requirements relating to hearings and special elections, whether by posting, publishing or mailing, and whether such requirements are found in the California Elections Code, the California Government Code or other laws or procedures, including but limited to any notice provided for by compliance with the provisions of Section 4101 of the California Elections Code.

8. The undersigned warrants that there are no registered voters residing on the Property and that it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, or liens of a similar nature.

9. The undersigned warrants that there is no outstanding debt on the Property.

10. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition. The undersigned further agrees that this petition shall not be considered as filed with the City for purposes of commencing proceedings for the CFD under the Act unless and until deemed filed by the City in its absolute discretion.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, we hereunto set our hands this _____, 2018.

KB HOME Coastal Inc.,
a California corporation

By: ______________________________

Name: ______________________________

Title: ______________________________

The formation encompasses the following property owned by petitioner:

(Assessor’s Parcel Number(s):) [fill in with appropriate parcel no(s)]

The address of the above owner for receiving notices is:
Attention: ________________
________________________
________________________


__________________________________
City Clerk
EXHIBIT A

PROPOSED BOUNDARY OF THE CFD AND EACH IMPROVEMENT AREA
EXHIBIT B
TYPES OF PUBLIC FEES AND FACILITIES

The General Description of the Facilities that may be acquired or constructed is as follows:

- Street facilities, including, but not limited to, major arterials, highways, bridge facilities, regional transportation facilities and streets, intersections, access ramps, roadways, sidewalk, curb, gutters, striping, lighting, traffic signalization, signage, landscaping of public streets and rights-of-way and appurtenant facilities;

- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;

- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;

- Domestic water facilities, including, but not limited to, reservoirs, pump stations, transmission lines, distribution facilities, main lines, valves, fire hydrants and appurtenant facilities;

- Park, recreational facilities, trails, open space and appurtenant facilities;

- Impact and other City or public agency fees;

- Incidental expenses;

- City facilities.

OTHER

The District may also finance any of the following:

1. Bond related expenses, including underwriters' discount, reserve fund, capitalized interest, financial advisor fees and expenses, bond and disclosure counsel, special tax consultant fees and expenses, dissemination agent fees and all other incidental expenses.

2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any
costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer’s report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.
PETITION TO CREATE A COMMUNITY FACILITY DISTRICT (INCLUDING CONSENT AND WAIVER)

June 12, 2018

City Council of the
City of Perris
101 N. D Street
Perris, California 92570

Member of the Council:

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2. The undersigned hereby certifies that as of the date indicated opposite his signature, the landowner listed herein is the owner of all of the property to be included in Improvement Area No. 2 of the CFD (the "Property"), which such boundary is further delineated in Exhibit "A".

3. The undersigned, pursuant to Section 53318 of the Act, hereby requests that proceedings be commenced (i) to establish the CFD and designate two improvement areas therein, as Improvement Area No. 1 and Improvement Area No. 2, for the purpose of financing public facilities described in Exhibit "B" hereto (the "Facilities") in connection with a planned development project within the Green Valley Specific Plan to be known as "Green Valley-West Elm," (ii) to authorize the levy of special taxes within Improvement Area No. 1 and Improvement Area No. 2 to finance the Facilities, (iii) to authorize the issuance of bonds of the CFD for each Improvement Area No. 1 and Improvement Area No. 2 and (iv) to establish an appropriations limit for the CFD.

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6. The undersigned expressly waives all applicable waiting periods for the election and waives the requirement for analysis and arguments relating to the special election, as set forth in Section 53327 of the Act or required by the California Government Code or California Elections Code, and consents to not having such materials provided to the landowner in the ballot packet, and expressly waives any requirements as to the form of the ballot.

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10. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition. The undersigned further agrees that this petition shall not be considered as filed with the City for purposes of commencing proceedings for the CFD under the Act unless and until deemed filed by the City in its absolute discretion.

[Remainder of Page Intentionally Left Blank]
IN WITNESS WHEREOF, we hereunto set our hands this _____, 2018.

Green Valley Recovery Acquisitions, LLC,
a Delaware limited liability company

By: ________________________________

Name: _____________________________

Title: ______________________________

The formation encompasses the following property owned by petitioner:

(Assessor's Parcel Number(s)): [fill in with appropriate parcel no(s)]

The address of the above owner for receiving notices is:
Attention: ______________

________________________
________________________


__________________________________________
City Clerk
EXHIBIT A

PROPOSED BOUNDARY OF THE CFD AND EACH IMPROVEMENT AREA
EXHIBIT B

TYPES OF PUBLIC FEES AND FACILITIES

The General Description of the Facilities that may be acquired or constructed is as follows:

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- Storm control facilities, including, but not limited to, storm drains, channels, detention, headwalls, riprap pads, water quality basins, retention and/or catch basins and appurtenant facilities;

- Sewer improvements, sanitary sewers, including, but not limited to, lift stations, force mains, pump stations, transmission and main lines, valves, and appurtenant facilities;

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- Park, recreational facilities, trails, open space and appurtenant facilities;

- Impact and other City or public agency fees;

- Incidental expenses;

- City facilities.

OTHER

The District may also finance any of the following:

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2. Administrative fees of the City and the Bond trustee or fiscal agent related to the District and the Bonds.

3. Reimbursement of costs related to the formation of the District advanced by the City or any related entity, or any landowner or developer within the District, as well as reimbursement of any
costs advanced by the City or any related entity, or any landowner or developer within the District, for facilities or other purposes or costs of the District.

This description of the public capital facilities is general in nature. The final nature and location of improvements and facilities will be determined upon the preparation of final plans and specifications. The final plans and specifications may show substitutes in lieu of, or modifications to, proposed work. Any such substitution shall not be a change or modification in the proceedings as long as the facilities provide a service substantially similar to that as set forth in the city officer's report, containing a brief description of the facilities which will be required to adequately meet the needs of the District.
CITY COUNCIL
AGENDA SUBMITAL

Meeting Date: June 12, 2018


REQUESTED ACTION: Approve extending existing contract for Maintenance of Earthen Swales, Storm Channels, Outfalls and Trenches (Specifications #FCD 1-2016-17-01) for an additional one-year period beginning July 1, 2018.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION: On May 10, 2016, City Council awarded a contract services agreement FCD 1-2016-17-01 to Bill and Dave’s Landscape, Inc. The services provided by said company has proved to be satisfactory and Staff is recommending extending the existing contract for an additional one-year period, effective July 1, 2018. The total value of said contract agreement is $68,985.80, a breakdown listed below.

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Contract Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bill &amp; Dave’s Landscape, Inc.</td>
<td>$62,845.00</td>
</tr>
<tr>
<td>CO #1</td>
<td>$640.80</td>
</tr>
<tr>
<td>CO# 2</td>
<td>$5,500.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$68,985.80</td>
</tr>
</tbody>
</table>

BUDGET (or FISCAL) IMPACT: There will be no budgetary impact, adequate funding was allocated by the City Council in the approved 2018-19 budget.

Reviewed by:

City Attorney
Assistant City Manager
Director of Finance
Director of Public Works

Attachments: 1. Change Order #2
   Copy of executed contract agreement with Bill and Dave’s Landscaping Inc.
   (Maintenance of Earthen Swales, Storm Channels, Outfalls, and Trenches
   (Specifications No# FCD 1-2016-17-01)
   2. Weed abatement- Bid Schedule /Unit Pricing

Consent: X
CITY OF PERRIS
PUBLIC WORKS DEPARTMENT
ENGINEERING ADMINISTRATION

David Leidenfrost, President
Bill and Dave's Landscaping Maintenance Inc.
1153 Harley Knox Blvd.
Perris, CA 92571

CHANGE ORDER

Order No.  2  Date: June 12, 2018

Original Contract Date:  July 1, 2016

Project:  Maintenance of Earthen Swales, Storm Channels, Outfalls, and Trenches
          (Specification No #FCD. 1-2016-17-01)

Contractor:  Bill and Dave's Landscaping Inc.

This Change Order #2 changes the Agreement between the City of Perris and Bill and Dave's Landscaping Maintenance Inc. for year 2018-2019 of this contract agreement for Maintenance of Earthen Swales, Storm Channels, Outfalls, And Trenches (Specification No #FCD. 1-2016-17-01), please read it carefully.

The following changes are hereby made to the Agreement:

Nature of Change: Extend original contract term for FCD# 1-2016-17-01 is due to expire on July 1, 2018. New expiration date will be July, 1, 2019; total contract sum is $68,985.80. Including an net increase in total compensation to the Contractor for additional work involving chemical spraying of weeds at designated open channels and trench areas adjacent to roadways and public right of ways is reflected in this CO #2. Contractor shall be paid at the Contract unit price indicated per base bid schedules and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

Original Annual Contract Price:  $62,845.00

Current Annual Contract Price:  $63,485.80
[Adjusted by previous change order(s)]

New Annual Contract Price Including This Change Order:  $68,985.80

(Sixty eight thousand nine hundred eighty five and 80/100 dollars)

Contract Time:

Contract time will remain the same: As per Paragraph 5.2 "Time For Completion and Liquidated Damages," of the original Agreement.
APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill and Dave's Landscaping Inc.

Signature: ____________________________ Date: _____________
Typed Name: David Leidenfrost
Title: President

CITY OF PERRIS:

Signature: ____________________________ Date: _____________
Typed Name: Luis Natera
Title: Project Manager

Attachments:
1. Approved maintenance contract with Bill and Dave's Landscaping Inc. *Maintenance of Earthen Swales, Storm Channels, Outfalls, and Trenches (Specifications Not FCD 1-2016 17-01)*
2. Weed Abatement - Bid Schedule

End of Change Order #2
Nothing Follows
### 6) Base Bid Schedule – GOETZ Channel

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ESTIMATE QUANTITY AND UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE (Figures)</th>
<th>Frequency (Monthly Quarterly)</th>
<th>TOTAL (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>25 3EA</td>
<td></td>
<td>WEED ABATEMENT</td>
<td>$500.00</td>
<td>X3</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

(April 30 – March 30) /EA

### 8) Base Bid Schedule – DALE Channel (FC-26)

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ESTIMATE QUANTITY AND UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE (Figures)</th>
<th>Frequency (Monthly Quarterly)</th>
<th>TOTAL (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>34. 2EA</td>
<td></td>
<td></td>
<td>$500.00</td>
<td>X2</td>
<td>$1,000.00</td>
</tr>
</tbody>
</table>

(April 30 – March 30) /EA

### 13) Base Bid Schedule – ELLIS & CASE ROAD Channel

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ESTIMATE QUANTITY AND UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE (Figures)</th>
<th>Frequency (Monthly Quarterly)</th>
<th>TOTAL (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>67. 3EA</td>
<td></td>
<td></td>
<td>$500.00</td>
<td>X3</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

(April 30 – March 30) /EA

### 15) Base Bid Schedule – RAMONA EXPWY. Channel

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ESTIMATE QUANTITY AND UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE (Figures)</th>
<th>Frequency (Monthly Quarterly)</th>
<th>TOTAL (Figures)</th>
</tr>
</thead>
<tbody>
<tr>
<td>76. 3EA</td>
<td></td>
<td></td>
<td>$500.00</td>
<td>X3</td>
<td>$1,500.00</td>
</tr>
</tbody>
</table>

(April 30 – March 30) /EA
CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
MAINTENANCE OF EARTHEN SWALES, STORM CHANNELS, OUTFALLS AND
TRENCHES
(Specification No. FCD 1-2016-17-01)

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement") is made and entered
into this ___ day of July, 2016, by and between the CITY OF PERRIS, a municipal corporation,
(herein "City") and BILL AND DAVE'S LANDSCAPE MAINTENANCE, INC. (herein
"Contractor").

NOW, THEREFORE, the parties hereto agree as follows:

1.0 SERVICES OF CONTRACTOR

1.1 Contract.

The complete contract includes all contract documents, to wit: Maintenance of Earthen
Swales, Storm Channels, Outfalls and Trenches Specifications and Information For Bidders
Specification No. #FCD 1-2016-17-01 (herein "Specification No. #FCD 1-2016-17-01"), which
are incorporated by this reference as though set forth in full herein.

1.2 Scope of Services.

In compliance with all of the terms and conditions of this Agreement, the Contractor shall
furnish all tools, equipment, services, apparatus, facilities, transportation, labor,
building/encroachment permits, disposal and materials necessary and reasonably incidental to
maintenance of Slopes, Banks, Buffer Areas, Detention Basins, Infiltration trenches, Outfalls, Bio-
swales and Channels (including "Drains" defined herein); and various other above ground storm
water conveyances or BMP's, throughout various residential and commercial neighborhoods in
Perris, CA, in strict accordance with Specification No. #FCD 1-2016-17-01. Contractor warrants
that all work and services set forth in the Scope of Service will be performed in a competent,
professional and satisfactory manner.

1.3 Compliance With Law.

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

1.4 Licenses, Permits, Fees and Assessments.

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

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in Schedule of Compensation found in Section BF, “Bid Form,” of Specification No. #FCD 1-2016-17-01. City and Contractor agree that City may seek additional cost estimates from third party contractor’s to perform additional services. In no event shall Contractor be entitled to recover damages against the City for any delay in the performance of this Agreement, while City seeks estimates from third party contractor’s to perform additional services. Written orders shall be made on forms prescribed by the Contract Officer in accordance with Part I “Procedural Documents,” Section CO of Specification No. #FCD 1-2016-17-01. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform of up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming that the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of sixty-two thousand eight hundred forty-five and 00/100 dollars ($62,845.00), in accordance with Parts 2, 3, and 4 titled “General Provisions,” “Standard Provisions,” and “Construction Materials, Methods & Specifications and Payment Requirements,” respectively, of Specification No. #FCD 1-2016-17-01; and Part I, Section BF, “Bid Form,” “Schedule of Bid Items” of Specification No. #FCD 1-2016-17-01. The method of compensation shall include: (i) unit payments based upon satisfactory completion of all items within each benefit zone, as determined by the City, in accordance with Contractor’s rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum.

2.2 Method of Payment.

City agrees to pay and Contractor agrees to accept in full consideration for the performance of the work of this Agreement the Contract Sum, subject to additions and deductions as provided in Section 1.5, in accordance with the following provisions:
(a) Unconditional Waiver and Release.

A performance, payment and materials bond will not be required. However, the Contractor shall sign and submit an Unconditional Waiver and Release (Claim Release Form), to the City, upon progress and final payments.

(b) Progress and Final Payments.

Contractor shall submit to the City, and invoice for services rendered prior to the date of the invoice, in accordance with Section GP and Section SP, “General Provisions” and “Special Provisions,” respectively, of Specification No.# FCD-1-2016-17-01 and Section BF, “Bid Form” Pages BF-2A through BF-2Z, incorporated herein by this reference. Upon receipt and approval of invoice by the City, City shall pay Contractor within a reasonably prompt manner consistent with City’s normal procedures for payable accounts, but not to exceed thirty (30) days from date received by City, unless otherwise directed by the Contract Officer. Progress payments shall be issued upon successful completion of items listed on the bid schedule of values, and inspection made by the City, unless otherwise directed by the Contract Officer. A retention of ten percent (10%), unless otherwise directed by the Contract Officer shall be withheld from this payment. Upon completion of the work by the contractor, a final inspection shall be made by the City. Unless otherwise directed by the Contract Officer, upon approval, the City shall file a Notice of Completion and a final payment will be issued (minus ten (10%) percent retention). The final retention payment shall be issued following 30 days from the filing of the Notice of Completion, unless otherwise directed by the Contract Officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50)

2.3 Retention of Funds.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor

David Leidenfrost, is hereby designated as being the principal and representative of Contractor authorized to act in its behalf with respect to the work and services specified herein and make all decisions in connection therewith.
3.2 **Contract Officer.**

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

3.3 **Prohibition Against Subcontracting or Assignment.**

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

3.4 **Independent Contractor.**

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

4.0 **INSURANCE AND INDEMNIFICATION**

4.1 **Insurance.**

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

(a) **Comprehensive General Liability Insurance.**

A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of $1,000,000.00 or (ii) bodily injury limits of $1,000,000.00 per person, $1,000,000.00 per occurrence and $1,000,000.00 products and completed operations and property damage limits of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

(b) **Worker's Compensation Insurance.**

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

(c) Automotive Insurance.

A policy of comprehensive automobile liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of $250,000.00 per person and $500,000.00 per occurrence and property damage liability limits of $100,000.00 per occurrence and $250,000.00 in the aggregate or (ii) combined single limit liability of $500,000.00. Said policy shall include coverage for owned, non-owned, leased and hired cars.

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

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

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

4.2 Indemnification.

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

5.1 Term

Unless earlier terminated in accordance with 5.4 below, this Agreement shall commence on July 1, 2016 and continue in full force and effect until July 1, 2018. The two-year contract period may be renewed annually for up to a maximum of two additional one year periods by mutual agreement between City and Contractor, subject to the approval by the City Council.

5.2 Time For Completion and Liquidated Damages

Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in Specification No. FCD# 1-2016-17-01. It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to $500.00 (five hundred and 00/100 dollars) for each and every day after permitted time if the work is not completed to the city’s satisfaction.

5.3 Force Majeure

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

5.4 Termination Prior to Expiration of Terms

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

6.1 Covenant Against Discrimination.

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

6.2 Non-liability of City Officers and Employees.

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

6.3 Conflict of Interest.

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

6.4 Notice.

Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City of Perris Public Works Department, Engineering Administration Division and to the attention of Michael Morales, Capital Improvements Project Manager, 101 North D Street, Perris, CA 92570, and in the case of the Contractor, to the person at the address designated on the execution page of this Agreement.

6.5 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.
Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

6.6 Prevailing Wages

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

6.8 Working Hours Restriction and Penalties For Non-Compliance

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

6.9 Employment of Apprentices

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

6.10 Interpretation

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

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

6.12 Severability.

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

6.13 Waiver.

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

6.14 Attorneys’ Fees.

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

6.15 Corporate Authority.

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

[END - SIGNATURE PAGE Follows]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY:
CITY OF PERRIS,
a municipal corporation

[Signature]
Richard Belmudez, City Manager

ATTEST:

[Signature]
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

[Signature]
Eric L. Dunn, City Attorney

CONTRACTOR:
BILL AND DAVE'S LANDSCAPE MAINTENANCE, INC.

[Signature]
David Leidenfrost, President

Address: 1153 Harley Knox Blvd.
Perris, CA 92571

[END OF SIGNATURES]
CHANGE ORDER

Order No. 1  

Date: September 21, 2016

Contract Date: July 1, 2016

Project: Earthen Swales, Strom Channels, Outfalls, Trenches (Spec. No. # FCD 1-2016-17-01)

Contractor: Bill & Dave’s Landscape Maintenance Inc.

This Change Order #1 changes the Agreement between the City of Perris and Bill & Dave’s Landscape Inc. Earthen Swales, Strom Channels, Outfalls, Trenches (Spec. No. # FCD 1-2016-17-01) please read it carefully.

The following changes are hereby made to the Agreement:

Statement of Work: As per Paragraph 1.1 “Scope of Services,” and 1.4 “Additional Services” of the original Agreement, and the following additional work: provide additional labor, equipment, material, incidentals and disposal to weed abatement at Bst at Red Pine Channel. Contractor shall be paid at the Contract unit price indicated, and shall include full compensation for all work and overhead and profit, and no additional compensation will be allowed thereof.

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Sheet #2 of 2  
Change Order #1  
September 21, 2016

Original Contract Price: $62,845.50
Current Contract Price: $62,845.50  
[Adjusted by previous change order(s)]
Contract Price Will be Increased: $640.80  
(Due to this change order)
New Contract Price Including This Change Order: $63,486.30  
(Sixty three thousand four hundred eighty six 30/100 dollars)

Contract Time:

Contract time will be increased by (0) calendar days. As per Paragraph 5.1 "Time For Completion and Liquidated Damages," of the original Agreement.

APPROVAL REQUIRED:

To be effective, this change order must be approved by the City of Perris and Bill & Dave’s Landscape Maintenance Inc.

Signature: [Signature]  
Typed Name: David Leidenfrost  
Title: Vice President

Date: 10-1-16

CITY OF PERRIS:

Signature: [Signature]  
Typed Name: Michael A. Morales  
Title: Capital Improvements Project Manager

Date: 10-20-16

Attachment(s): Aerial Exhibit

End of Change Order #1  
Nothing Follows
**CITY COUNCIL**
**AGENDA SUBMITAL**

**Meeting Date:** June 12, 2018

**SUBJECT:** Authorization of Emergency Funding for repair of a collapsed sewer collection line located at 4th and D Street and an award of contract totaling $246,480, to Alabbasi Construction.

**REQUESTED ACTION:** That the City Council approve emergency funding for the repair and replacement of collapsed sewer collection line at 4th and D Street; and award a contract to Alabbasi Construction for $246,480 to repair the sewer line.

**CONTACT:** Daryl Hartwill, Director of Public Works

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**BACKGROUND/DISCUSSION:** The City of Perris operates and maintains a sewer collection system in the downtown area for residents and business owners. On May 29, 2018 over 600 feet of sewer collection pipe collapsed, causing the sewerage system to backup. Staff identified the backup and proceeded to locate the source, a collapsed sewer line. Staff has mitigated the backup to prevent any overflows onto streets, public areas and any potential impact to businesses and residents. Staff has received proposals from contractors to repair collapsed sewer line and has accepted the proposal for repair and replacement from Alabbasi Construction. Tri Lake Engineering will serve as the project manager for the repair and replacement of the sewer line in question to ensure all repairs are per construction code and in compliance with City codes. It is recommended that the City Council authorize emergency funding in the amount of $320,000 for sewer repairs on D Street; authorize the City Manager to order the emergency repairs to be completed; and approve a contract with Alabbasi Construction in the amount of $246,480 for the sewer line repairs.

---

**BUDGET (or FISCAL) IMPACT:**
Staff is requesting emergency funding in the 2017-2018 budget in the amount of $140,000, there are $180,000 currently available in the existing budget for said repairs.

The total expense is estimated to be approximately $320,000, including proposal amount of $246,480 from Alabbasi and additional funds for contingency.

---

**Reviewed by:**

Assistant City Manager
Director of Finance

**Attachment(s):** Proposals

**Consent:** X
Public Hearing:
Business Item:
Other:
Mamco, Inc. dba
aLabbasi
CONSTRUCTION AND ENGINEERING
Lic. No. 883649

To: Tri Lake Consultants
ATTN: Brad Brophy

Date: 5/31/2018
Proposal #: 1921
Estimator: Rumzi AlAbbasi

Project: Emergency Sewer Repair

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<tr>
<th>Item</th>
<th>Description</th>
<th>Units</th>
<th>Quantity</th>
<th>Unit Price</th>
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Total Proposal Amount: $246,480.00

This is a 3 Page Proposal and Subject to All Terms and Conditions on Page #2 and 3.

764 W. Ramona Expressway Suite C Perris, CA 92571 • (951) 776-9300 • FAX (951) 776-0404 • www.alabbasi.biz
Mamco, Inc. dba

aLabbasi
CONSTRUCTION AND ENGINEERING
Lic. No. 883649

TO:
Tri Lake Consultants
ATTN: Brad Brophy

Date: 5/31/2018
Proposal #: 1921
Estimator: Rumzi AlAbbasi

Project: Emergency Sewer Repair

SPECIAL CONDITIONS
Alabbasi is a Laborer’s Union Signatory and this proposal is based on Union Wages
This is a Lump Sum Proposal. Unit Prices are for Comparison Purposes Only
Construction Water, Sanitary Facilities, Concrete Wash to be provided onsite by others.
Pricing is based on 1 move.
Pricing is based on all work being awarded together.
Excludes repair to traffic loops. Excludes damage to any unmarked utilities.
Payment and Performance Bond optional at 1%.
Figuring unbolting lights and protect foundations in place
Foundation replacement at $3000 each.
Only included trees within area.
We noted several electrical and traffic boxes; assuming conduits are crossing perpendicular to our trench
Price includes replacing box only that will be damaged during construction.
Did not include slurry, can include later
Mamco, Inc. dba

CONSTRUCTION AND ENGINEERING
Lic. No. 883649

To:
Tri Lake Consultants
ATTN: Brad Brophy

Date: 5/31/2018
Proposal #: 1921
Estimator: Rumzi AlAbbasli

Project: Emergency Sewer Repair

Standard Terms and Conditions

1. Standard Exclusions: Engineering, soils testing, permits, compaction testing, and/or inspection fees unless specifically noted.
2. Prices are firm for thirty (30) days from the date of the proposal unless otherwise stated.
3. Any changes required by owner shall be authorized in writing and paid by owner at contractors prevailing rates.
4. Owner agrees to furnish to jobsite necessary and adequate water supply at owners expense.
5. Contractor assumes no liability for damage to underground pipes, septic tanks, cesspools or other underground structures.
6. Owner agrees to pay attorneys fees and court costs in event suit is instituted to collect amounts due contractor.
7. If work is performed according to owners specifications of labor and materials, contractor does not assume responsibility for the defects.
8. Contractor agrees to repair any defects of which owner gives written notice within 3 days of completion of work.
9. Delays or damage caused by building trades other than contractor/ not employed by contractor, shall be owners responsibility.
10. Contractor shall be responsible for clean-up and removal of contractor’s work and materials only.
11. If asphalt compaction tests are required by customer or agency, said tests must be completed while asphalt is being laid. Tests performed at a later date are not an acceptable method, and we assume no responsibility for those results.
12. Contractor is not responsible for proper drainage if grade is less than 1%.
13. Grades are to be furnished plus and minus one tenth (.10) of a foot with dirt to balance.
14. Jobsite must be accessible to heavy equipment.

NOTICE IS HEREBY GIVEN THAT WORK AND MATERIAL FURNISHED BY CONTRACTOR MAY SUBJECT THE PROPERTY ON WHICH SAID WORK IS PERFORMED TO THE LIEN LAWS OF THE STATE OF CALIFORNIA PURSUANT TO SECTION 1193 OF THE CODE OF CIVIL PROCEDURE OF SAID STATE. CUSTOMER ACKNOWLEDGES THAT HE HAS RECEIVED A LEGIBLE COPY OF THIS # PAGE PROPOSAL.

764 W. Ramona Expressway Suite C Perris, CA 92571 • (951) 776-9300 • FAX (951) 776-0404 • www.alabbasi.biz
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: Annexation of Parcels into CFD 1-S (South Perris Public Services District) – Annexation No. 7

Project: Green Valley
Owner(s): Eastern Municipal Water District, KB Home Coastal, LLC, and Green Valley Recovery Acquisition, LLC

REQUESTED ACTION: Adopt a Resolution of Intention to Annex Territory to CFD 1-S

CONTACT: Jennifer Erwin, Finance Director

BACKGROUND/DISCUSSION:

In 2006, the City Council formed Community Facilities District 1-S (South Perris Public Services) (the “Original District”), for the purpose of paying for additional public services and fire protection services within the area services by the Original District. On October 10, 2006, 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. Subsequently, four other developments were annexed to the District and adopted the special taxes to be levied therein (the “Annexations” and, together with the Original District, the “District”). Other development and commercial projects in the City will be annexed to the District in the future.

The property owner of the parcel(s) 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 July 31, 2018 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 2018-19 is $396.96 for Single-Family Residential Units, $198.48 for Multi-Family Residential Units, and $1,587.83 per Acre for Non-Residential Parcels. For each subsequent fiscal year following Fiscal Year 2018-2019, 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, Willdan Financial Services
City Attorney: 
Asst. City Manager: 
Director of Finance:

Consent: June 12, 2018
Resolution No. _____


WHEREAS, the City Council (the “Council”) of the City of Perris, California (the “City”), on August 29, 2006, has adopted its resolution of intention (the “Resolution of Intention”) stating its intention to form Community Facilities District No. 1-S (South Perris Public Services) 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. 1-S (South Perris Public Services) of the City of Perris,” a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on October 10, 2006, the Council adopted Resolution No. 3783 (“Resolution 3783”) which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on October 10, 2006, 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. 3783 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. 7 to Community Facilities District No. 1-S (South Perris Public Services)" 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. 3783 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 31st day of July, 2018, 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 12th day of June 2018.

ATTEST:

Mayor, Michael M. Vargas

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 12th day of June 2018, by the following called vote:

AYES: __________________________________________

NOES: __________________________________________

ABSENT: ________________________________________

ABSTAIN: _______________________________________

City Clerk, Nancy Salazar
Exhibit A

City of Perris
Community Facilities District No. 1-S, South Perris Public Services CFD

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax shall be levied on all Taxable Property within the boundaries of the City of Perris Community Facilities District No. 1-S (South Perris Public Services) (the “District”) and collected each Fiscal Year commencing in Fiscal Year 2006/07 according to the tax liability determined by the Council, through the application of the rate and method of apportionment of the Special Tax set forth below. All Taxable Property shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

Acreage means the land area of an Assessor’s Parcel as shown on an Assessor’s Parcel Map, or if the land area is not shown on an Assessor’s Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.


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 City.

Annual Cost(s) means for each Fiscal Year, the total of 1) the estimated cost of Services as determined 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% annually.

Assessor means the Assessor of the County of Riverside.
Resolution No. _______

**Assessor’s Parcel** means a lot or parcel shown on an Assessor’s Parcel Map with an assigned Assessor’s Parcel Number.

**Assessor’s Parcel Map** means an official map of the Assessor designating parcel(s) by Assessor’s Parcel Number(s).

**Assessor’s Parcel Number** means the number assigned to an Assessor’s Parcel by the County for purposes of identification.

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

**CFD No. 1-S** means the City of Perris Community Facilities District No. 1-S (South Perris Public Services).

**CFD Administrator** means an official of the City, or designee thereof, responsible for determining the Annual Costs and for levying and collecting the Special Taxes.

**Council** means the City Council of the City of Perris which acts for the District under the Act.

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

**Developed Property** means for each Fiscal Year, commencing with Fiscal Year 2006/07, each Assessor’s Parcel, for which a building permit for new construction was issued prior to May 1 of the previous Fiscal Year.

**Exempt Property** means an Assessor’s Parcel that is not classified as Taxable Property. Exempt Property is not subject to the Special Tax.

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

**Land Use Class** means any of the classes listed in Table 1 under Section C below.

**Maximum Annual Special Tax** means the greatest amount of Special Tax, determined in accordance with Section C below, which may be levied in any Fiscal Year on any Assessor’s Parcel.

**Multi-Family Unit** means all Developed Property for which building permits have been issued for attached residential units.

**Non-Residential Property** means all Developed Property for which a building permit(s) was issued for a non-residential use.

**Public Property** means any property within the boundaries of the District, the ownership of which is transferred to a public agency of the District, and is used for
rights-of-way or any other purpose and is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency where the public agency has officially agreed to accept the offer of dedication; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

**Residential Property** means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

**Services** means services, including 1) police protection services, 2) fire protection services and 3) park maintenance services that are in addition to those services that were provided within the boundaries of CFD 1-S at the time of formation of CFD 1-S.

**Single-Family Unit** means all Developed Property for which a building permit has been issued for single family detached residential development. Single Family Unit also includes mobile homes within a mobile home park or on other property.

**Special Tax** means any tax levied within the District pursuant to the Act and this rate and method of apportionment of Special Tax.

**State** means the State of California.

**Taxable Property** means all of the Assessor’s Parcels within the boundaries of CFD 1-S that are classified as Residential Property or Non-Residential Property.

**B. LAND USE CLASSIFICATION**

Each Fiscal Year, each Assessor’s Parcel within the boundaries of the District shall be classified as Taxable Property, Public Property or Exempt Property. Each Assessor’s Parcel of Taxable Property shall be classified as Residential Property or Non-Residential Property. Each Assessor’s Parcel of Residential Property shall be further classified as either a Single-Family Unit or the number of Multi-Family Units located on such Assessor’s Parcel.
C. Maximum Special Tax Rates

Table 1
Base Year
Maximum Special Tax Rates

<table>
<thead>
<tr>
<th>Land Use Class</th>
<th>Description</th>
<th>Maximum Special Tax</th>
<th>Special Tax Levy Basis</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Residential Property Single-Family Unit</td>
<td>$313.00</td>
<td>per Unit</td>
</tr>
<tr>
<td>2</td>
<td>Residential Property Multi-Family Unit</td>
<td>$156.50</td>
<td>per Unit</td>
</tr>
<tr>
<td>3</td>
<td>Non-Residential Property</td>
<td>$1,252.00</td>
<td>per Acre</td>
</tr>
</tbody>
</table>

1. Escalation of Maximum Special Tax

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 rate and method of apportionment.

2. Multiple Land Use Classes

In some instances an Assessor’s Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor’s Parcel shall be the sum of the Maximum Special Taxes for all Land Use Classes located on that Assessor’s Parcel. For an Assessor’s Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor’s Parcel shall be allocated to each type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor’s Parcel. The CFD Administrator’s allocation to each type of property shall be final.
Resolution No. ________

D. METHOD OF APPORTIONMENT

For each Fiscal Year the Council shall determine the Annual Costs and levy the Special Tax, until the amount of Special Taxes equals the Annual Costs. The Special Tax shall be levied each Fiscal Year as follows:

First: Calculate the available Special Tax revenues by taxing each Assessor’s Parcel of Taxable Property at 100% of its Maximum Special Tax. If revenues are greater than the Annual Costs, then reduce the Special Tax proportionately against all Assessor’s Parcels until the tax levy is set at an amount sufficient to cover the Annual Costs.

Second: Levy on each Assessor’s Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Property.

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

E. COLLECTION OF SPECIAL TAXES

Collection of the Special Tax shall be by the County in the same manner as ad valorem property taxes and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide other means of collecting the Special Tax if necessary to meet its financial obligations, including direct billings to the property owners.

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor’s Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may
amend the amount of the Special Tax levied on such Assessor’s Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor’s Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

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. **TERM OF SPECIAL TAX**

The Special Tax shall be levied annually in perpetuity, unless terminated earlier by the Council.
Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)
OF THE CITY OF PERRIS, ANNEXATION NO. 7

BOUNDARY MAP

[See Attached]
Meeting Date: June 12, 2018

SUBJECT: Purchase and implement electronic work order management system for the Public Works Department.

REQUESTED ACTION: Approve the purchase and contract with IWORQ’s to provide an electronic work orders management system that allows Public Works staff to track, update and complete work orders in the field in real time using cellular phone or tablets.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION: The City of Perris is committed to improving the quality of life for its residents and visitors. IWORQ’s is an electronic work order management system which will improve response time for Public Works Department work orders. The software will allow staff to engage the needs and demands of a project and be actively involved in the success of each division of Public Works by improving the quality of work, tracking materials used and creating a usable work history that will move Public Works from a paper based system to a digital platform. The Public Works Committee was informed of the Department’s goal of implementing and moving forward with an electronic management system and were in support of the recommendation.

BUDGET (or FISCAL) IMPACT:

Sufficient funding is available in the Fiscal Year 2017-2018 budget for this purchase. The total not to exceed $30,000 and will be funded equally from participating divisions of Public Works to include Facilities, Streets, Fleet, Parks, and Special Districts.

Reviewed by:

City Attorney
Assistant City Manager
Director of Finance

Attachments: IWORQ’s proposal

Consent:
Proposal for
City of Perris,
California

iWorx
Public Works Software
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iWorQ Pricing Proposal

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Executive Summary

Thank you for your interest in iWorQ Systems, we have been providing government software solutions since 2001 and serve more than 1,200 customers throughout the United States and Canada, which demonstrates long-term viability and commitment to our customer base. iWorQ Systems leads the industry in delivering hosted web-based solutions and was the first vendor in this market to provide a fully web-based solution for local governments.

Since governments normally have limited capital budgets, we lease our applications so that our clients are not confronted with large initial capital investments and our annual support and maintenance fees do not increase year to year. We have found that this model allows city and county governments to plan for growth in a cost-conscious way and enables us to provide best in class products and continuing services to our clients.

To access iWorQ all you need is an internet connection and your choice of device including desktops, laptops, smartphones (iPhone, Android) and tablet devices (iPad, Galaxy, etc.) The system's graphical user interface, including all screens and dashboards, is natively touch screen enabled allowing your staff the flexibility to determine which device to utilize inside the office or in the field.

We will follow up with you to review any questions you may have about this proposal and the next steps in your procurement process.

Best Regards,

Adam Laing
VP of Business Development
Sole-Source Contract

iWorQ software is a uniquely designed platform that enables our customers the ability to easily configure and add data (numeric, lookup, text, and date fields) on the fly, which requires zero technical understanding or background to perform. In addition to being able to add new fields, iWorQ’s integrated report builder automatically makes available all newly created fields for immediate tracking and reporting without any coding or SQL scripting allowing you to create ad-hoc or saved reports. The ease of steps and manner in which iWorQ enables its customers to manage this process without knowing any proprietary programming or database languages is unlike any other platform in this market and therefore, iWorQ can provide its solutions and services through a sole-source contract. In addition, iWorQ is the only vendor/supplier/distributor/provider of our unique software platform.

Application Description

iWorQ software solutions and professional services together provide a seamless fit for Perris’s Public Works software project. Having implemented over 1,200 customer agencies and configuring a unique fit for each one provides our team the experience and background required to ensure a successful implementation for your city.

iWorQ’s browser-based software is an off-the-shelf system which requires no custom modifications to the code, only configuration of the application which requires no coding. As it is already utilized by hundreds of offices of all different sizes, we can scale and configure as much as needed for each implementation in order to meet your project goals. The system will provide Perris workers’ access in the field and in the office, assuring your staff will be efficient and have all the data necessary to run a paperless system. iWorQ’s hosted solution provides a smooth transition from your paper driven system, because much of the complexity of setting up the server hardware and networking environment is not required, which helps save time, money, and resources for Perris.

Since iWorQ’s applications are configurable, we are able to provide a familiar and intuitive system that easy to use and understand. For example, when a user logs in, their screen contains only the fields on their dashboard that are pertinent to them, which makes the training process resonate with each of the end users. iWorQ implementers will consult with each department during the set-up process to configure the applications in order to meet the unique needs of each of your departments.
Project Initiation and Management

Throughout the history of our company, iWorQ’s success with adding and maintaining customers can be accredited to our carefully structured methodology and approach with each implementation. Our phased project methodology allows regular checkpoints and frequent opportunities to ensure that both iWorQ’s and Perris’s team members are in sync. During the planning phase, our project teams meet to analyze how each department at Perris operates today, and how you would like your new system to work going forward. Based on our discussions, we create a project plan, agree on major milestones, and set a project schedule.

Throughout the project, iWorQ and Perris project managers hold regular status meetings in which both teams report on progress, tasks, and timelines, as agreed upon during the planning phase and outlined in the project plan. The iWorQ project manager acts as your main point of contact during the project and works with your staff to ensure that adequate communication takes place, guaranteeing that the project moves along smoothly.

iWorQ has standard documentation to record decisions made during the project. These documents list tasks, person responsibilities, decisions made, etc. We provide you with copies of all our documentation for your project. We also work with you to meet any reporting and documentation requirements.

Developing Specific Deliverables for Your Project

The iWorQ team works with Perris’s subject matter experts during the initiating and planning phases to determine what deliverables to build for your solution (e.g., reports, documents, templates, and dashboards etc.). After we create a deliverable, we test it to ensure it meets your specifications and then pass it to your project team for user acceptance.

\textbf{Figure 1.1}

The above screen shows how easy it is to create a work order template with prefilled information.
The above Screen shows the result of selecting a work order template, which can be tied to an asset and automatically provide specified equipment, procedures, material, and employee information making it easy and quick to create standard work orders with just a few clicks of the mouse.

The screenshot shows iWorQ's Mobile HTML 5 Interface making access in the field easy to use, which includes icons to help assure your field staff will be successful accessing the system.
Implementation Phases

Your project is configured through a four-phased approach that includes Initiation, Planning, Executing, and Closing phases. We provide as much training and services as you need to be successful throughout the project.

This section discusses:

- Initiation Phase
- Planning Phase
- Executing Phase
- Closing Phase

Initiation Phase

During this phase, we install your software in our secure, hosted (SaaS) data center utilizing Amazon Web Services (AWS). During this phase, you should select Perris staff to assist with the project during this phase.

Planning Phase

During the Planning phase, the iWorQ project team works with selected individuals from Perris to discuss the new system and operations going forward. Based on our discussions, we create a project plan that includes project timelines, goals, and priorities. Our team will work with you to set a clear plan.

Executing Phase

During the Executing phase, we train your team and configure the solution. Your success is our highest priority. While each of our training phases has a specific plan, we provide additional or repeat trainings at no additional cost if necessary for a successful implementation.

Go Live

After the configuration, iWorQ will train each of staff members. During our training, attendees learn by doing actual data entry. Instructors will provide the training online. Attendees learn by entering information into iWorQ themselves. Instructors provide personal assistance to attendees, answer specific questions, and personalize teaching styles to meet the needs of individual attendees.
Closing Phase

During the closing phase, your iWorQ project team continues to work with you to answer any questions and resolve any configuration questions. We hold a project closure meeting to ensure a smooth transition from our project team to our iWorQ customer support team, who will support you going forward and as long as you are a customer.

Training

Your administrator and other individuals you designate receive several different types of training that cover iWorQ's key functionalities. Our training involves guiding staff to use iWorQ to complete actual work tasks. Instructors provide personal assistance to attendees, answer specific questions, model examples and exercises, and personalize teaching styles to individual attendees.

Pricing and Terms

<table>
<thead>
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<th>Perris</th>
<th>Quote creation: 6/4/2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>101 N. D Street</td>
<td></td>
</tr>
<tr>
<td>Perris, CA 92570</td>
<td>Prepared by: Steven Driggs and Adam Laing</td>
</tr>
</tbody>
</table>

1. Pricing

Perris - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ" headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below: Population: 76,331

<table>
<thead>
<tr>
<th>Public Works Applications and Services</th>
<th>Package Price</th>
<th>Billing</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Works Package</td>
<td>$12,000</td>
<td>Annual</td>
</tr>
<tr>
<td>Package includes:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Work Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Sign Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>*Pavement Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Available on any device using Chrome browser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Track and manage work by location using OpenStreetMap</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Work order scheduling and templates</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Track inventory, parts, material</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Sign Management with OpenStreetMap</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Pavement Management with OpenStreetMap</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Citizen Engagement with Mobile App</td>
<td>$3,000</td>
<td>Annual</td>
</tr>
<tr>
<td>-Mobile apps for Website, Android and iOS</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Available on any computer, tablet or mobile device using Chrome browser</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Configurable fields for simple data entry</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Citizen account creation and request tracking</td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Upload Images and PDF files</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
1.1. Notes

1. The total contract discount shown above of $15,250, which consists of $3,250 Annual Fees and $12,000 One-Time fees, is contingent upon this contract being executed on or before June 29, 2018.

2. Invoices for amounts due will be sent out 2 weeks after signature. Terms of the invoicing is Net 30 days.

3. This quote cannot be disclosed or used to compete with other companies.

4. The pricing for Additional Services quoted below are locked in for 1 year after contract execution, which agreement must be signed on or before June 29, 2018.

2. ADDITIONAL SERVICES

IWorQ provides additional applications and services that can be purchased as part of the Public Works solution. These can be added to the customer's annual cost, upon request. The services listed below may already be included in the quote in Section 1.

<table>
<thead>
<tr>
<th>Services</th>
<th>Cost</th>
<th>Frequency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Additional Capital Asset (Water, Sewer, Trees, etc.)</td>
<td>$2,500</td>
<td>Annual</td>
</tr>
<tr>
<td>- Available on any computer, tablet, mobile device using Chrome Browser</td>
<td>$2,500</td>
<td>Annual</td>
</tr>
<tr>
<td>- Track and manage maintenance history</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- OpenStreetMap with point and line layers</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stormwater Package</td>
<td>$4,500</td>
<td>Annual</td>
</tr>
<tr>
<td>- Available on any device using Chrome browser</td>
<td>$4,500</td>
<td>Annual</td>
</tr>
<tr>
<td>- Track work orders and maintenance history for MS4 compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Track location using asset management with OpenStreetMap</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Issue permits (SWPP)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Track inspections and compliance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Manage and reduce illicit discharge</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: sales@iworq.com
Fax: 1 (866) 379-3243

Mailing address:
PO Box 3784
Logan, UT 84323

Physical address:
1125 W. 400. N. Suite 102
Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ provides a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.
4.3 FREE updates
All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support
Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up
iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms
Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits
Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations
The iWorQ Software is the proprietary information and a trade secret of iWorQ Systems Inc. and this agreement grants no title or rights of ownership with the software. The software is protected by United States copyright laws and international copyright treaties, as well as other intellectual property laws. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software, (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s)

Phone ___________ Cell ___________ Email ___________
5.2 Billing information

Billing Contact ________________ Phone ________________ Cell ________________

Email ________________________ Prefer to receive invoice by email?  Yes □  No □

Billing Address __________________________________________________________

City __________________________ State ___________ Zip ______________

PO# ________________________ (if required)  Tax exempt ID# __________________

6. SIGNATURES

CITY OF PERRIS

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

____________________________________________________________________

(Phone) (Mobile) (Email)

____________________________________________________________________

(Signature) (Print Name & Title) (Date)

IWORQ SYSTEMS

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

____________________________________________________________________

(Phone) (Mobile) (Email)

____________________________________________________________________

(Signature) (Print Name & Title) (Date)
Meeting Date: June 12, 2018

SUBJECT: Renewal of a Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

REQUESTED ACTION: Authorize the City Manager to renew a Contract Services Agreement with Dennis Grubb and Associates for fire plan check review and services

CONTACT: Clara Miramontes, Director of Development Services

BACKGROUND/DISCUSSION:

Staff is recommending that the City continue to contract for fire plan check review and services with Dennis Grubb and Associates. Dennis Grubb currently reviews all fire plan check submittals. Fire plan check reviews during the development plan review process provides comments and recommendations for fire requirements early in the development process. As well, fire plan check reviews can be directly submitted to Dennis Grubb and Associates, as needed for expedited reviews.

Staff recommends that the City Council authorize the City Manager to execute a Contract Services Agreement with Dennis Grubb and Associates to directly contract for fire plan check reviews and services until June 12, 2020. Renewal of the contract will be required before the expiration date. Costs for this contract have already been budgeted and all fire plan check services are paid by the developer for services rendered at such time of plan check review. The contract has been reviewed by the City Attorney.

FISCAL IMPACT:

Cost for services will not impact our General Fund. Services will be charged to the applicant at the time of fire plan check submittals.

Prepared by: Veronica Arana, Counter Services Supervisor

City Attorney: Eric Dunn
Assistant City Manager: Clara Miramontes
Assistant City Manager: Darren Madkin
Director of Finance: Jennifer Erwin

Attachments: Contract Services Agreement, Scope of Work (Exhibit A), Schedule of Compensation (Exhibit C)

Consent: June 12, 2018
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

FIRE PLAN CHECK REVIEW AND SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this 12th day of June, 2018, by and between the City of Perris, a municipal corporation ("City"), and Dennis Grubb and Associates, a ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

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

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time
to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or $25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

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

1.8 **Environmental Laws.** Consultant shall comply with all applicable environmental laws, ordinances, codes and regulations of Federal, State, and local governments. Consultant shall also comply with all applicable mandatory standards and policies relating to energy efficiency.

2.0 **COMPENSATION**

2.1 **Contract Sum.** For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "C" and incorporated herein by this reference, but not exceeding the maximum contract amount of one hundred thousand dollars and no cents ($100,000.00) ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services or, if Consultant is providing design services, the cost of the project being designed, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Consultant is providing design services, the estimated increased or decreased cost estimate for the project being designed.

2.2 **Method of Payment.** Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first (1st) working day of such month, Consultant shall submit to the City, in a form
approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

2.3 **Availability of Funds.** It is mutually understood between the parties that this Agreement is valid and enforceable only if sufficient funds are made available by the City Council of the City for the purposes of this Agreement. The availability of funding is affected by matters outside the City's control, including other governmental entities. Accordingly, the City has the option to void the whole Agreement or to amend the Agreement to reflect unanticipated reduction in funding for any reason.

3.0 **PERFORMANCE SCHEDULE**

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

3.2 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D", if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 **Term.** Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than June 12, 2020.

4.0 **COORDINATION OF WORK**

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

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

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

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

5.0 **INSURANCE AND INDEMNIFICATION**

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

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

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

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

Consultant agrees that the provisions of this Section 5.1 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property resulting from Consultant's activities or the activities of any person or persons for which Consultant is otherwise responsible.

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

In the event that the Consultant is authorized to subcontract any portion of the work or services provided pursuant to this Agreement, the contract between the Consultant and such subcontractor shall require the subcontractor to maintain the same policies of insurance that the Consultant is required to maintain pursuant to this Section 5.1.

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

(b) **Indemnity for Other Than Professional Liability.** Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City and City's Parties from and against any liability (including liability for claims, suits, actions, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

6.0 **RECORDS AND REPORTS**

6.1 **Reports.** Consultant shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require.

6.2 **Records.** Consultant shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 **Ownership of Documents.** All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.
7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Consultant to insure, indemnify, and protect City as elsewhere provided herein.

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

7.4 Termination Prior to Expiration of Term. Either party may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party. Upon receipt of any notice of termination, Consultant shall immediately cease all work or services hereunder except such as may be specifically approved by the Contract Officer. Consultant shall be entitled to compensation for the reasonable value of the work product actually produced prior to the effective date of the notice of termination and for any services authorized by the Contract Officer thereafter in accordance with the Schedule of Compensation and City shall be entitled to reimbursement for any compensation paid in excess of the services rendered.

7.5 Completion of Work After Termination for Default of Consultant. If termination is due to the failure of the Consultant to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
7.6 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, shall be entitled to reasonable attorneys' fees, whether or not the matter proceeds to judgment, and to all other reasonable costs for investigating such action, taking depositions and discovery, including all other necessary costs the court allows which are incurred in such litigation.

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

8.2 Conflict of Interest: City. No officer or employee of the City shall have any financial interest in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is interested, in violation of any State statute or regulation.

8.3 Conflict of Interest: Consultant. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement. Consultant shall comply with all conflict of interest laws and regulations including, without limitation, City's Conflict of Interest Code which is on file in the City Clerk's office. Accordingly, should the City Manager determine that Consultant will be performing a specialized or general service for the City and there is substantial likelihood that the Consultant's work product will be presented, either written or orally, for the purpose of influencing a governmental decision, the Consultant and its officers, agents or employees, as applicable, shall be subject to the City's Conflict of Interest Code.

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

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Any notice or other communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer, City of Perris, 101 North "D" Street, Perris, CA 92570, and in the case of the Consultant, to the person at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in
writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

[SIGNATURES ON NEXT PAGE]
IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

"CITY"
CITY OF PERRIS

By: ____________________________
   Nancy Salazar, City Clerk

By: ____________________________
   Michael M. Vargas, Mayor

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________
   Eric L. Dunn, City Attorney

"CONSULTANT"
DENNIS GRUBB AND ASSOCIATES,
12523 Limonite Ave.
Mira Loma, CA 91752

By: ____________________________
   Signature
   Print Name and Title

By: ____________________________
   Signature
   Print Name and Title

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

[END OF SIGNATURES]
EXHIBIT "A"

SCOPE OF SERVICES

1. The review of plans for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.

2. Conduct new construction and tenant improvements fire inspections for any and all types of structures including, but not limited to, single family dwellings, multi-family dwellings, industrial and commercial buildings for compliance with all local ordinances and State and Federal laws pertaining to Fire and Building Safety, and for compliance with the adopted Fire, Building, Electrical and Mechanical Codes and adopted NFPA standards as mandated by State Title 24 and applicable ordinances.

3. The Consultant shall have on staff at all times, individuals who are experienced in building and fire requirements and related California Fire and Building Codes for commercial and residential design and plan review procedures. It is highly desirable that plan reviews be conducted by Certified Plans Examiner or registered engineer.

4. Transportation of plans for the first check and for all subsequent re-checks between the City of Perris and the Consultant’s office where the plan check services will be completed.

5. The completion of plan review within the expected time frame. Standard first review is expected to be completed in a maximum of ten (10) working days from the date the Consultant receives the plans for review. Subsequent reviews are expected within ten (10) working days. Upon written request from the City, Consultants will also provide expedited building plan review. Expedited plans shall be reviewed in a maximum of five (5) working days from the date the Consultant receives the plans. Working days are those days that the City of Perris is open for public business.

6. The arrangement and/or attendance at any required meetings connected with the plan review of a project.

7. The calculation and invoicing of all Fire plan check related fees.
8. This contract is for plan check and inspection services on an "as needed" basis. The City of Perris will have sole discretion regarding which plans and/or inspections will be conducted by the consultant.
EXHIBIT "B"

SPECIAL REQUIREMENTS

[Intentionally Left Blank]
DGA Plan Check Fees  
City of Perris  
June 12, 2018

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<td>3. Underground</td>
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<td>4. Time &amp; Material (Hourly Rate)</td>
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CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: Ordinance Amendment: Chapter 3.36 Home Financing Program

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTION 3.36.010 OF THE PERRIS MUNICIPAL CODE REGARDING A HOME FINANCING PROGRAM

REQUESTED ACTION: Introduce for first reading of Ordinance No. ____ to amend Chapter 3.36 of the Municipal Code of the City of Perris established by Ordinance No. 735 in 1988

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:
At the March 16, 2016 Ways and Means Subcommittee meeting, a recommendation to review the City’s Municipal Code for outdated chapters was made to staff. The City Council approved this recommendation on March 29, 2016 at its regularly scheduled meeting.

In 1988, Ordinance No. 735 adopted a home financing program that allowed the City to issue qualified mortgage revenue bonds. The bonds would assist the City in providing affordable housing to its residents and offer below market interest rates to low income families. The City has partnered with the County of Riverside many times in the past to administer this program and efforts to combat the housing crises continues 30 years later. In recent years, the Riverside County Economic Development Agency has partnered with local jurisdictions to issue mortgage credit certificates, which is an allowable alternative to issuing bonds per Part 5 of Division 31 of the Health and Safety Code (the “Act”). The Act essentially allows both financing mechanisms, but the Perris ordinance only mentions issuing “mortgage revenue bonds”. Staff is recommending an amendment be made to add the appropriate reference to “mortgage credit certificates” and “any other allowable financing mechanisms” pursuant to the Health and Safety Code. This would further define the scope of the program and allow for the City to administer any financing mechanisms allowed by the Act. This ordinance was reviewed with the Ways and Means Subcommittee on March 22, 2018.

Staff recommends the City Council approve the amendment of this ordinance. A second reading will occur at the next regularly schedule City Council meeting.

BUDGET (or FISCAL) IMPACT: None
Reviewed by:

City Attorney
Assistant City Manager
Director of Finance

Attachments:
1. City of Perris Ordinance Amending Chapter 3.36 of the Municipal Code
2. City of Perris Ordinance No. 735 Creating Chapter 3.36 of the Municipal Code

Public Hearing
ORDINANCE NO. ______

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING SECTION 3.36.010 OF THE PERRIS MUNICIPAL CODE REGARDING A HOME FINANCING PROGRAM

WHEREAS, the City Council has determined to repeal or amend old ordinances and sections of the Municipal Code that are obsolete or do not reflect current law or practices.

WHEREAS, Chapter 3.36 of the Perris Municipal Code, approved by the City Council and established by Ordinance No. 735 on June 27, 1988, adopts a home financing program pursuant to Part 5 of Division 31 of the Health and Safety Code (the “Act”) and determines to issue mortgage revenue bonds pursuant to the Act in order to provide funds for the program; and

WHEREAS, Section 50197 of the Act allows governmental agencies to issue qualified mortgage revenue bonds and mortgage credit certificates; and

WHEREAS, the City Council adopted Resolution No. 2605 on May 27, 1997 that approved a mortgage credit certificate program and a cooperation agreement with the County of Riverside (the “County”) to administer the home financing program within the geographical boundaries of the City; and

WHEREAS, Chapter 3.36 of the Perris Municipal Code does not contain a reference to the mortgage credit certificate program the City adopted and has historically partnered with the County to administer; and

WHEREAS, the City Council now desires to amend Section 3.36.010 of the City of Perris Municipal Code to include an expanded definition of the home financing program.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. Amendment of Section 3.36.010. Section 3.36.010 of the Perris Municipal Code is hereby amended to read in its entirety as follows:

“The City hereby adopts the home financing program (the “program”) pursuant to Part 5 of Division 31 of the Health and Safety Code (the “Act”) and hereby determines to issue its mortgage revenue bonds, mortgage credit certificates, and any other allowable financing mechanisms pursuant to the Act in order to provide funds for the program.”
Section 3. No Repeal of other Provisions. Unless expressly modified herein, all provisions of Title 2 shall remain in full force and effect.

Section 4. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 6. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of __________, 2018.

____________________________________
Michael M Vargas, Mayor

ATTEST:

____________________________________
Nancy Salazar, City Clerk
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF PERRIS

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Ordinance Number ___ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of __________, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

______________________________
Nancy Salazar, City Clerk
ORDINANCE NUMBER 735

AN ORDINANCE OF THE CITY OF PERRIS
ADOPTING A HOME FINANCING PROGRAM

WHEREAS, there presently exists within the City of Perris (the "City") a shortage of decent, safe and sanitary housing which is affordable to many persons, particularly persons in the lower end of the purchasing spectrum, and particularly as high interest rates have the effect of diminishing the number of otherwise credit worthy buyers from qualifying for private sector mortgage capital sources; and

WHEREAS, there is a resulting need to encourage the construction of homes affordable by such persons and otherwise to increase the housing supply within the City for such persons; and

WHEREAS, this City Council wishes to establish a home financing program (the "Program") pursuant to Part 5 of Division 31 of the Health and Safety Code of the State of California (the "Act") and further wishes to declare its intention to authorize an issuance of its mortgage revenue bonds for the purpose of financing the Program; and

WHEREAS, this City Council now finds and determines that it is in the best interests of the City to engage in the Program pursuant to the Act for persons and families within the income limits established by the Act for the purpose of encouraging the construction and purchase of homes in the City that are affordable by such persons; and

WHEREAS, this encouragement of housing construction will increase the housing supply in the City; and

WHEREAS, the Act requires that the Program shall comply with the land use element and the housing element of the General Plan of the City; and

WHEREAS, it will be in the best interests of the City to undertake the Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES ORDAIN AS FOLLOWS:
Section 1. The City hereby adopts the Program pursuant to the Act and hereby determines to issue its mortgage revenue bonds pursuant to the Act in order to provide funds for the Program.

Section 2. The City hereby finds and declares that the Program will serve the public purposes of providing financing for decent, safe and sanitary housing which is affordable to many persons, particularly those in the lower end of the purchasing spectrum, and of increasing the housing supply in the City.

Section 3. The City hereby finds and declares that the Program complies with the land use element and the housing element of the General Plan of the City.

Section 4. The City shall operate the Program within the geographical boundaries of the City.

Section 5. The provisions of this Ordinance, being necessary for the welfare of the City and its inhabitants, shall be liberally construed to effect its purposes.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall attest thereto and shall cause the same, or a summary thereof, within fifteen days of its adoption to be published once in a newspaper published and circulated in the City, and thereupon and thereafter this Ordinance shall take effect and be in force according to law.

ADOPTED, SIGNED AND APPROVED this 27th day of June, 1988.

[Signature]
MAYOR OF THE CITY OF PERRIS

Attest:

[Signature]
City Clerk
ORDINANCE NUMBER 735

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

I, Beti An Hynes, City Clerk of the City of Perris do hereby certify that the foregoing Ordinance Number 735 was introduced at a regular meeting held on June 13, 1988 and adopted by the City Council of the City of Perris at a regular meeting held on the 27th day of June, 1988.

Ayes: Wilson, Washington, Borgia, McHenry and Jenkins
Noes: None
Absent: None

City Clerk
Meeting Date: June 12, 2018

SUBJECT: Ordinance Repeal: Chapter 2.08, Section 2.08.030 and Chapter 2.12 of the Perris Municipal Code, City Manager, City Officer, and City Staff Bonds

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 2.08.030 OF CHAPTER 2.08 AND CHAPTER 2.12 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING BONDS OF THE CITY MANAGER, CITY OFFICERS, AND CITY STAFF

REQUESTED ACTION: Introduce for first reading of Ordinance No. ___ to repeal Chapter 2.08, Section 2.08.030 and Chapter 2.12 of the Perris Municipal Code established by Ordinance Nos. 250 and 3, respectively

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSSION:
At the March 16, 2016 Ways and Means Subcommittee meeting, a recommendation to review the City’s Municipal Code for outdated chapters was made to staff. The City Council approved this recommendation on March 29, 2016 at its regularly scheduled meeting.

In 1911, Ordinance No. 3 was adopted and created Chapter 2.12 of the City of Perris Municipal Code. In 1962, Ordinance No. 250 was adopted and created Chapter 2.08 of the City of Perris Municipal Code. Both ordinances established a requirement for certain City officers and staff to provide surety bonds if they were hired in specific positions. However, the bonds would only protect the City against theft or crime committed by those individuals required to submit bonds for approval by the City Council. The City now has a crime insurance policy that protects the City from theft or crime committed by any employee or officer. Staff is recommending the two references to employee bonds be repealed from the municipal code. These ordinances were reviewed with the Ways and Means Subcommittee on March 22, 2018 and determined to be outdated.

Staff recommends the City Council approve the repeal of this ordinance. A second reading will occur at the next regularly scheduled City Council meeting.

BUDGET (or FISCAL) IMPACT: None

Reviewed by:
Attachments:
   1. City of Perris Ordinance Repealing Chapter 2.08, Section 2.08.030, and Chapter 2.12 of the Municipal Code
   2. City of Perris Ordinance No. 250 Creating Chapter 2.08 of the Municipal Code
   3. City of Perris Ordinance No. 3 Creating Chapter 2.12 of the Municipal Code
   4. City of Perris Government Crime Policy

Public Hearing
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, REPEALING SECTION 2.08.030 OF CHAPTER 2.08 AND CHAPTER 2.12 OF THE CITY OF PERRIS MUNICIPAL CODE REGARDING BONDS OF THE CITY MANAGER, CITY OFFICERS, AND CITY STAFF

WHEREAS, on July 10, 1962, the City Council adopted Ordinance No. 250, which enacted Chapter 2.08 of the City of Perris Municipal Code and established a City Manager form of government; and

WHEREAS, Section 2.08.030 of the City of Perris Municipal Code states that the City Manager shall furnish a corporate surety bond to be approved by the City Council; and

WHEREAS, on July 7, 1911, the City Council adopted Ordinance No. 3, which enacted Chapter 2.12 of the City of Perris Municipal Code and established a requirement for certain city staff and officers to furnish an official surety bond to be approved by the City Council; and

WHEREAS, the practice of requiring surety bonds from certain staff and officers was previously practical to protect the City from crime that may have arisen from certain staff and officer actions, but it has been superseded by a citywide crime policy that protects the City from unlawful theft performed by any employee or officer and is not specific to certain staff positions; and

WHEREAS, the City Council has determined to repeal old ordinances and sections of the Municipal Code that are no longer applicable.

WHEREAS, the City Council now desires to repeal these sections.

THE CITY COUNCIL OF THE CITY OF PERRIS HEREBY ORDAINS AS FOLLOWS:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. No Repeal of other Provisions. Ordinance 250, Section 3 and Chapter 2.12 of the Perris Municipal Code is hereby repealed. Unless expressly modified or added herein, all provisions of Title 2 remain in full force and effect.

Section 3. Effective Date. This Ordinance shall take effect 30 days after its adoption.

Section 4. Severability. If any section, subsection, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional
by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portions thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases or portions thereof be declared invalid or unconstitutional.

Section 5. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this ___ day of __________, 2018.

____________________________
Michael M. Vargas, Mayor

ATTEST:

____________________________
Nancy Salazar, City Clerk
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, City Clerk of the City of Perris that the foregoing Ordinance Number ____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ___ day of __________, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

______________________________
Nancy Salazar, City Clerk
ORDINANCE NO. 299
ORDINANCE OF THE CITY OF PERRIS
ESTABLISHING A CITY MANAGER FORM OF GOVERNMENT
THE CITY COUNCIL OF THE CITY OF PERRIS DOUB OBTAIN AS FOLLOWS:

SECTION 1. Office of the City Manager created. The office of City Manager of the City of Perris is hereby established.

The City Manager shall be appointed for an indefinite term and shall be removable at the pleasure of a majority of the members of the City Council.

SECTION 2. Selection. The City Manager shall be selected by the City Council solely on the basis of his executive and administrative qualifications with special reference to his actual experience in or his knowledge of accepted practices of municipal administration.

No person shall be eligible to receive appointment as City Manager or acting City Manager while serving as a member of the City Council or within one year after he has ceased to be a City Councilman of Perris.

SECTION 3. The City Manager shall be the administrative representative of the City Council and shall, with the approval of the City Manager, perform and superintend all the duties imposed upon the City Manager as herein prescribed. All such acts performed on said bond shall be paid by the City Council.

SECTION 4. Absence. In case of the absence or disability of the City Manager, any vacancy in his office, or his replacement, a person designated by the City Council, may temporarily perform the duties of the City Manager during the period of his absence or disability.

SECTION 5. Compensation. The City Manager shall receive such compensation as may be determined by the City Council, subject to his approval, from time to time determined.

The City Manager shall be reimbursed on a claim for all necessary incurred or paid by him upon request of the City Council in the performance of his duties, or incurred or paid when travelling on business pertaining to said City under direction of the City Council.

SECTION 6. Powers and Duties. The City Manager shall have the administrative head of the government of the City of Perris, except as otherwise provided in this ordinance. He shall be responsible for the efficient administration of all affairs of the City of Perris which are under his control. In addition to his general powers as administrator, he shall:

1. To develop and propose necessary public improvement projects and programs for the continuation of the City Council.
2. To attend all regular meetings of the City Council held on July 10, 1962, and at a regular meeting of said City Council held on July 10, 1962, was adopted by the following vote:

Ayes: Councilmen Bell, Milliken, Minnich and Warren.

Noes: Councilman Smith.

Mayor, City of Perris
Attest:

Wm. B. Martin
City Clerk, City of Perris
(Seal)

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF PERRIS

I, Wm. B. Martin, Official Clerk of the City of Perris, do hereby certify that the foregoing ordinance was introduced at a regular meeting of the City Council of the City of Perris held on June 26, 1962, and at a regular meeting of said City Council held on July 10, 1962, was adopted by the following vote:

Ayes: Councilmen Bell, Milliken, Minnich and Warren.

Noes: Councilman Smith.

Wm. B. Martin
City Clerk, City of Perris
(Seal)
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  ss.
CITY OF PERRIS  

I certify that the foregoing is a true and correct copy of Ordinance No. 250 of the City of Perris, and that the same has been published pursuant to law
ORDINANCE NO. 3

AN ORDINANCE PROVIDING FOR THE OFFICIAL BONDS
OF CERTAIN CITY OFFICERS AND FIXING THE AMOUNTS
OF SAME.

The Board of Trustees of the City of Ferris do ordain
as follows:

SECTION I. That the City Clerk, the City Treasurer and
the City Marshal and the City Recorder be, and they are each
respectively hereby required to execute to the City of Ferris
official bonds in the following penal sums, to-wit:

First. The City Clerk in the penal sum of $1,000.00.

Second. The City Treasurer in the penal sum of
$2,500.00.

Third. The City Marshal in the penal sum of
$1,000.00.

Fourth. The City Recorder in the penal sum of
$500.00.

SECTION 2. That said sums shall be joint and several
in form, and shall be signed by the respective principals and by
at least two sureties who shall justify as required by law in
the case of sureties on bonds of County and Township officers,
and shall be conditioned that the principal will well and truly
perform all the duties of the office for which it is given, and
all offices for which the said principal by reason of his office
is ex-officio incumbent; provided, that said Board of Trustees
may accept as sole and sufficient surety on such bonds, any cor-
poration entitled to give such bonds under the laws of this State.

SECTION 3. That said bonds shall be subject to the
approval of the Board of Trustees of said City, and after being
so approved, shall with the exception of the bond of the City
Clerk, which shall be filed with the President of the Board of
Trustees, be filed with the said City Clerk.

SECTION 4. That each of said officers shall present
their respective official bonds to the Board of Trustees of said
City for approval within ten days after the official canvass of
the return of the election at which they were elected, provided,
that said officers heretofore elected shall submit their official
bonds within ten days after the taking effect of this ordinance.

SECTION 5. That the City Clerk shall certify to the
passage of this ordinance, and shall cause the same to be printed
and posted in three public places in the City of Ferris, to-wit:

One copy upon the bulletin board at the entrance
to the Post Office of said City of Ferris, located on D Street
between Third Street and Fourth Street in said City, and

One copy upon the bulletin board at the Southwest
corner of Fifth Street and D Streets in said City.

And thereupon and thereafter this ordinance shall
be in full force and effect.

Adopted this 7th day of July A.D. 1911.

Attest: C. H. COWLES
City Clerk of the
City of Ferris

JOHN W. REESE
President of the Board of Trustees
of the City of Ferris
STATE OF CALIFORNIA)  
COUNTY OF RIVERSIDE) ss.  
CITY OF PERRIS  

I, CHAS. H. COWLES, Clerk of said City of Perris, do hereby certify that the foregoing ordinance numbered 3, entitled, "An Ordinance Providing for the Official Bonds of Certain City Officers and Fixing the amounts of Same," is a full, true and correct copy of an ordinance of said City numbered and entitled as above, and duly passed and adopted at a meeting of the Board of Trustees of said City, held on the 7th day of July, 1911, by the votes of at least three trustees; and that the same has been: to-wit on the 8th day of July, 1911, printed and posted, in three public places, in said City, according to law.

Witness my hand and the seal of said City this 16th day of September, 1911.

CHAS. H. COWLES  
Clerk of the City of Perris  

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

I hereby certify that the foregoing is a true and correct copy of Ordinance No. 3 of the City of Perris.

[Signature]  
City Clerk  
City of Perris, California
POLICYHOLDER NOTICE

Thank you for purchasing insurance from a member company of American International Group, Inc. (AIG). The AIG member companies generally pay compensation to brokers and independent agents, and may have paid compensation in connection with your policy. You can review and obtain information about the nature and range of compensation paid by AIG member companies to brokers and independent agents in the United States by visiting our website at www.aig.com/producer-compensation or by calling 1-800-706-3102.
CRIME AND FIDELITY
CR DS 04 08 07

GOVERNMENT CRIME
POLICY DECLARATIONS

In Return For The Payment Of The Premium, And Subject To All The Terms And Conditions Of This Policy, We Agree With You To Provide The Insurance As Stated In This Policy.

Coverage Is Written:

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<th>X</th>
<th>Primary</th>
<th>Excess</th>
<th>Coincidental</th>
<th>Concurrent</th>
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</thead>
</table>

Company Name Area: National Union Fire Insurance Company of Pittsburgh, Pa.

Producer Name Area: ALLIANT INSURANCE SERVICES, INC.
1301 DOVE ST
NEWPORT BEACH, CA 92660-2412

Named Insured: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)
(including any Employee Welfare or Benefit Plans)

Mailing Address: c/o ALLIANT INSURANCE SERVICES
1301 DOVE ST, STE 200
NEWPORT BEACH, CA 92660

Policy Period

From: July 1, 2017
To: July 1, 2019 12:01 A.M. at your mailing address shown above.
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<td>PER SCHEDULE</td>
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<tr>
<td>2. Employee Theft - Per Employee Coverage</td>
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<tr>
<td>3. Forgery Or Alteration</td>
<td>PER SCHEDULE</td>
<td>PER SCHEDULE</td>
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<td>4. Inside The Premises - Theft Of Money And Securities</td>
<td>PER SCHEDULE</td>
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<td>7. Computer Fraud</td>
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<tr>
<td>9. Money Orders And Counterfeit Money</td>
<td>PER SCHEDULE</td>
<td>PER SCHEDULE</td>
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</tbody>
</table>

If "Not Covered" is inserted above opposite any specified Insuring Agreement, such Insuring Agreement and any other reference thereto in this policy is deleted.

Endorsements Forming Part Of This Policy When Issued:
#1, #2, #3, #4, #5, #6, #7, #8, #9, #10, #11, #12, #13, #14, #15, #16, #17, #18, #19, #20, #21, #22, #23, #24, #25, #26, #27, #28, #29, #30, #31, #32, #33, #34, #35, #36, #37, #38, #39, #40, #41, #42, #43, #44, #45, #46, #47, #48, #49 and 50

Cancellation Of Prior Insurance Issued By Us:
By acceptance of this Policy you give us notice cancelling prior policy Nos. 13309806; the cancellation to be effective at the time this Policy becomes effective.

Premium: $2,251.173

Countersignature Of Authorized Representative

Name: 
Title: 
Signature: 
Date: 

CR DS 04 (08/07)
© All rights reserved.
IN WITNESS WHEREOF, the Insurer has caused this Policy to be signed by its President, Secretary and Authorized Representative. This Policy shall not be valid unless signed below at the time of issuance by an authorized representative of the insurer.

PRESIDENT

SECRETARY

AUTHORIZED REPRESENTATIVE

COUNTERSIGNED AT  DATE  COUNTERSIGNATURE

ALLIANT INSURANCE SERVICES, INC.
1301 DOVE ST
NEWPORT BEACH, CA 92660-2412

CRDS 04 (08/07)
GOVERNMENT CRIME POLICY
(DISCOVERY FORM)

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is or is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F. Definitions.

A. Insuring Agreements

Coverage is provided under the following Insuring Agreements for which a Limit of Insurance is shown in the Declarations and applies to loss that you sustain resulting directly from an "occurrence" taking place at any time which is "discovered" by you during the Policy Period shown in the Declarations or during the period of time provided in the Extended Period To Discover Loss Condition E.11.:

1. Employee Theft - Per Loss Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by an "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

2. Employee Theft - Per Employee Coverage

We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from "theft" committed by each "employee", whether identified or not, acting alone or in collusion with other persons.

For the purposes of this Insuring Agreement, "theft" shall also include forgery.

3. Forgery Or Alteration

a. We will pay for loss resulting directly from "forgery" or alteration of checks, drafts, promissory notes, or similar written promises, orders or directions to pay a sum certain in "money" that are:

(1) Made or drawn by or drawn upon you; or

(2) Made or drawn by one acting as your agent;

or that are purported to have been so made or drawn.

For the purposes of this Insuring Agreement, a substitute check as defined in the Check Clearing for the 21st Century Act shall be treated the same as the original it replaced.

b. If you are sued for refusing to pay any instrument covered in Paragraph 3.a., on the basis that it has been forged or altered, and you have our written consent to defend against the suit, we will pay for any reasonable legal expenses that you incur and pay in that defense. The amount that we will pay is in addition to the Limit of Insurance applicable to this Insuring Agreement.

4. Inside The Premises - Theft Of Money And Securities

a. We will pay for loss of "money" and "securities" inside the "premises" or "banking premises":

(1) Resulting directly from "theft" committed by a person present inside such "premises" or "banking premises"; or

(2) Resulting directly from disappearance or destruction.

b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "theft" of "money" and "securities", if you are the owner of the "premises" or are liable for damage to it.

c. We will pay for loss of or damage to a locked safe, vault, cash register, cash box or cash drawer located inside the "premises" resulting directly from an actual or attempted
"theft" of or unlawful entry into those containers.

5. Inside The Premises - Robbery Or Safe Burglary Of Other Property
   a. We will pay for loss of or damage to "other property":
      (1) Inside the "premises" resulting directly from an actual or attempted "robbery" of a "custodian"; or
      (2) Inside the "premises" in a safe or vault resulting directly from an actual or attempted "safe burglary".
   b. We will pay for loss from damage to the "premises" or its exterior resulting directly from an actual or attempted "robbery" or "safe burglary" of "other property", if you are the owner of the "premises" or are liable for damage to it.
   c. We will pay for loss of or damage to a locked safe or vault located inside the "premises" resulting directly from an actual or attempted "robbery" or "safe burglary".

6. Outside The Premises
   a. We will pay for loss of "money" and "securities" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from "theft", disappearance or destruction.
   b. We will pay for loss of or damage to "other property" outside the "premises" in the care and custody of a "messenger" or an armored motor vehicle company resulting directly from an actual or attempted "robbery".

7. Computer Fraud
   We will pay for loss of or damage to "money", "securities" and "other property" resulting directly from the use of any computer to fraudulently cause a transfer of that property from inside the "premises" or "banking premises":
   a. To a person (other than a "messenger") outside those "premises";
   b. To a place outside those "premises".

8. Funds Transfer Fraud
   We will pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account".

9. Money Orders And Counterfeit Money
   We will pay for loss resulting directly from your having accepted in good faith, in exchange for merchandise, "money" or services:
   a. Money orders issued by any post office, express company or bank that are not paid upon presentation; or
   b. "Counterfeit money" that is acquired during the regular course of business.

B. Limit Of Insurance
   The most we will pay for all loss resulting directly from an "occurrence" is the applicable Limit of Insurance shown in the Declarations.
   If any loss is covered under more than one Insuring Agreement or Coverage, the most we will pay for such loss shall not exceed the largest Limit of Insurance available under any one of those Insuring Agreements or Coverages.

C. Deductible
   We will not pay for loss resulting directly from an "occurrence" unless the amount of loss exceeds the Deductible Amount shown in the Declarations. We will then pay the amount of loss in excess of the Deductible Amount, up to the Limit of Insurance.

D. Exclusions
   1. This policy does not cover:
      a. Acts Committed By You
         Loss resulting from "theft" or any other dishonest act committed by you, whether acting alone or in collusion with other persons.
      b. Acts Of Employees Learned Of By You Prior To The Policy Period
         Loss caused by an "employee" if the "employee" had also committed "theft" or any other dishonest act prior to the effective date of this policy and you or any of your officials, not in collusion with the "employee" learned of that "theft" or dishonest act prior to the Policy Period shown in the Declarations.
c. Acts Of Officials, Employees Or Representatives
Loss resulting from "theft" or any other dishonest act committed by any of your officials, "employees" or authorized representatives:
(1) Whether acting alone or in collusion with other persons;
or
(2) While performing services for you or otherwise;
except when covered under Insuring Agreement A.1. or A.2.

d. Confidential Information
Loss resulting from:
(1) The unauthorized disclosure of your confidential information including, but not limited to, patents, trade secrets, processing methods or customer lists; or
(2) The unauthorized use or disclosure of confidential information of another person or entity which is held by you including, but not limited to, financial information, personal information, credit card information or similar non-public information.

e. Governmental Action
Loss resulting from seizure or destruction of property by order of governmental authority.

f. Indirect Loss
Loss that is an indirect result of an "occurrence" covered by this policy including, but not limited to, loss resulting from:
(1) Your inability to realize income that you would have realized had there been no loss of or damage to "money", "securities" or "other property":
(2) Payment of damages of any type for which you are legally liable. But, we will pay compensatory damages arising directly from a loss covered under this policy.
(3) Payment of costs, fees or other expenses you incur in establishing either the existence or the amount of loss under this policy.

g. Legal Fees, Costs And Expenses
Losses, costs and expenses incurred by you which are related to any legal action, except when covered under Insuring Agreement A.3.

h. Nuclear Hazard
Loss or damage resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

i. Pollution
Loss or damage caused by or resulting from pollution. Pollution means the discharge, dispersal, seepage, migration, release or escape of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

j. War And Military Action
Loss or damage resulting from:
(1) War, including undeclared or civil war;
(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents;
(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

2. Insuring Agreements A.1. and A.2. do not cover:

a. Bonded Employees
Loss caused by any "employee" required by law to be individually bonded.

b. Inventory Shortages
Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
(1) An inventory computation;
or
(2) A profit and loss computation.

However, where you establish
wholly apart from such computations that you have sustained
a loss, then you may offer your inventory records and actual
physical count of inventory in support of the amount of loss
claimed.

c. Trading
Loss resulting from trading, whether in your name or in a
genuine or fictitious account.

d. Treasurers Or Tax Collectors
Loss caused by any treasurer or
tax collector by whatever name
known.

3. Insuring Agreements A.4., A.5. and
A.6. do not cover:

a. Accounting Or Arithmetical Er-
rors Or Omissions
Loss resulting from accounting
or arithmetical errors or omis-
sions.

b. Exchanges Or Purchases
Loss resulting from the giving
or surrendering of property in
any exchange or purchase.

c. Fire
Loss or damage resulting from
fire, however caused, except:
(1) Loss of or damage to "mon-
ey" and "securities"; and
(2) Loss from damage to a safe
or vault.

d. Money Operated Devices
Loss of property contained in
any money operated device un-
less the amount of "money"
deposited in it is recorded by a
continuous recording instrument
in the device.

e. Motor Vehicles Or Equipment
And Accessories
Loss of or damage to motor ve-
hicles, trailers or semi-trailers
or equipment and accessories
attached to them.

f. Transfer Or Surrender Of
Property
(1) Loss of or damage to prop-
erty after it has been trans-
ferred or surrendered to a
person or place outside the
"premises" or "banking
premises":
(a) On the basis of unau-
thorized instructions;
(b) As a result of a threat to
do bodily harm to any
person;
(c) As a result of a threat to
do damage to any prop-
erty;
(d) As a result of a threat to
introduce a denial of
service attack into your
computer system;
(e) As a result of a threat to
introduce a virus or
other malicious instruc-
tion into your computer
system which is de-
signed to damage, de-
stroy or corrupt data or
computer programs
stored within your com-
puter system;
(f) As a result of a threat to
contaminate, pollute or
render substandard your
products or goods; or
(g) As a result of a threat to
disseminate, divulge or
utilize:
(i) Your confidential in-
formation; or
(ii) Weaknesses in the
source code within
your computer sys-
tem.

(2) But, this Exclusion does not
apply under Insuring Agree-
ment A.6. to loss of "mon-
ey", "securities" or "other
property" while outside the
"premises" in the care and
custody of a "messenger" if
you:
(a) Had no knowledge of any
threat at the time the
conveyance began; or
(b) Had knowledge of a
threat at the time the
conveyance began, but
the loss was not related
to the threat.

g. Vandalism
Loss from damage to the
"premises" or its exterior, or to
any safe, vault, cash regis-
ter, cash box, cash drawer or "other
property" by vandalism or ma-
llicious mischief.

h. Voluntary Parting Of Title To
Or Possession Of Property
Loss resulting from your, or
anyone acting on your express
or implied authority, being induced by any dishonest act to voluntarily part with title to or possession of any property.

4. Insuring Agreement A.7. does not cover:

a. Credit Card Transactions
   Loss resulting from the use or purported use of credit, debit, charge, access, convenience, identification, stored-value or other cards or the information contained on such cards.

b. Funds Transfer Fraud
   Loss resulting from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your " transfer account".

c. Inventory Shortages
   Loss, or that part of any loss, the proof of which as to its existence or amount is dependent upon:
   (1) An inventory computation;
   or
   (2) A profit and loss computation.

5. Insuring Agreement A.8. does not cover:

   COMPUTER FRAUD
   Loss resulting from the use of any computer to fraudulently cause a transfer of "money", "securities" or "other property".

E. Conditions

1. Conditions Applicable To All Insuring Agreements

a. Additional Premises Or Employees
   If, while this policy is in force, you establish any additional "premises" or hire additional "employees", such "premises" and "employees" shall automatically be covered under this policy. Notice to us of an increase in the number of "premises" or "employees" need not be given and no additional premium need be paid for the remainder of the Policy Period shown in the Declarations.

b. Cancellation Of Policy
   (1) The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

   (2) We may cancel this policy by mailing or delivering to the first Named Insured's last mailing address known to us:

   (a) 10 days before the effective date of cancellation if we cancel for nonpayment of premium;
   or

   (b) 30 days before the effective date of cancellation if we cancel for any other reason.

   (3) We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

   (4) Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

   (5) If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

   (6) If notice is mailed, proof of mailing will be sufficient proof of notice.

c. Changes
   This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

d. Concealment, Misrepresentation Or Fraud
   This policy is void in any case of fraud by you as it relates to this policy at any time. It is also void if you or any other Insured, at any time, intentionally conceal or misrepresent a material fact concerning:
(1) This policy;
(2) The property covered under this policy;
(3) Your interest in the property covered under this policy; or
(4) A claim under this policy.

e. Cooperation
You must cooperate with us in all matters pertaining to this policy as stated in its terms and conditions.

f. Duties In The Event Of Loss
After you “discover” a loss or a situation that may result in loss of or damage to “money”, “securities” or “other property” you must:

(1) Notify us as soon as possible. If you have reason to believe that any loss (except for loss covered under Insuring Agreement A.1., A.2., or A.3.) involves a violation of law, you must also notify the local law enforcement authorities.
(2) Submit to examination under oath at our request and give us a signed statement of your answers.
(3) Produce for our examination all pertinent records.
(4) Give us a detailed, sworn proof of loss within 120 days.
(5) Cooperate with us in the investigation and settlement of any claim.

g. Employee Benefit Plans
(1) The employee benefit plans shown in the Declarations (hereafter referred to as Plan) are included as Insureds under Insuring Agreement A.1. or A.2.
(2) Any payment we make for loss sustained by any Plan will be made to the Plan sustaining the loss.
(3) The Deductible Amount applicable to Insuring Agreement A.1. or A.2. does not apply to loss sustained by any Plan.

h. Examination Of Your Books And Records
We may examine and audit your books and records as they relate to this policy at any time during the Policy Period shown in the Declarations and up to 3 years afterward.

i. Extended Period To Discover Loss
We will pay for loss that you sustained prior to the effective date of cancellation of this policy, which is “discovered” by you no later than 60 days from the date of that cancellation.

However, this extended period to “discover” loss terminates immediately upon the effective date of any other insurance obtained by you, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

j. Inspections And Surveys
(1) We have the right to:
   (a) Make inspections and surveys at any time;
   (b) Give you reports on the conditions we find; and
   (c) Recommend changes.

(2) We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
   (a) Are safe or healthful; or
   (b) Comply with laws, regulations, codes or standards.

(3) Paragraphs j.(1) and j.(2) apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

k. Joint Insured
(1) If more than one insured is named in the Declarations, the first Named Insured will act for itself and for every other insured for all purposes of this policy. If the first Named Insured ceases to be covered, then the next Named Insured will become the first Named Insured.

(2) If any insured or official of that insured has knowledge of any information relevant to this policy, that knowledge is considered knowledge of every insured.

(3) An "employee" of any insured is considered to be an "employee" of every insured.

(4) If this policy or any of its coverages is cancelled as to any insured, loss sustained by that insured is covered only if it is "discovered" by you no later than 60 days from the date of that cancellation.

However, this extended period to "discover" loss terminates immediately upon the effective date of any other insurance obtained by that insured, whether from us or another insurer, replacing in whole or in part the coverage afforded under this policy, whether or not such other insurance provides coverage for loss sustained prior to its effective date.

(5) We will not pay more for loss sustained by more than one insured than the amount we would pay if all such loss had been sustained by one insured.

(6) Payment by us to the first Named Insured for loss sustained by any insured, other than an employee benefit plan, shall fully release us on account of such loss.

1. Legal Action Against Us
You may not bring any legal action against us involving loss:
(1) Unless you have complied with all the terms of this policy;
(2) Until 90 days after you have filed proof of loss with us; and

(3) Unless brought within 2 years from the date you "discovered" the loss.

If any limitation in this Condition is prohibited by law, such limitation is amended so as to equal the minimum period of limitation provided by such law.

m. Liberalization
If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the Policy Period shown in the Declarations, the broadened coverage will immediately apply to this policy.

n. Other Insurance
If other valid and collectible insurance is available to you for loss covered under this policy, our obligations are limited as follows:

(1) Primary Insurance
When this policy is written as primary insurance, and:

(a) You have other insurance subject to the same terms and conditions as this policy, we will pay our share of the covered loss. Our share is the proportion that the applicable Limit of Insurance shown in the Declarations bears to the total limit of all insurance covering the same loss.

(b) You have other insurance covering the same loss other than that described in Paragraph (1)(a), we will only pay for the amount of loss that exceeds:

(i) The Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not; or

(ii) The Deductible Amount shown in the Declarations; whichever is greater. Our payment for loss is sub-
ject to the terms and conditions of this policy.

(2) Excess Insurance

(a) When this policy is written excess over other insurance, we will only pay for the amount of loss that exceeds the Limit of Insurance and Deductible Amount of that other insurance, whether you can collect on it or not. Our payment for loss is subject to the terms and conditions of this policy.

(b) However, if loss covered under this policy is subject to a Deductible, we will reduce the Deductible Amount shown in the Declarations by the sum total of all such other insurance plus any Deductible Amount applicable to that other insurance.

o. Ownership Of Property; Interests Covered

The property covered under this policy is limited to property:

(1) That you own or lease; or

(2) That you hold for others whether or not you are legally liable for the loss of such property.

However, this policy is for your benefit only. It provides no rights or benefits to any other person or organization. Any claim for loss that is covered under this policy must be presented by you.

p. Policy Bridge - Discovering Loss Sustained

(1) If this policy replaces insurance that provided you with an extended period of time after cancellation in which to discover loss and which did not terminate at the time this policy became effective:

(a) We will not pay for any loss that occurred during the Policy Period of that prior insurance which is "discovered" by you during the extended period to "discover" loss, unless the amount of loss exceeds the Limit of Insur ance and Deductible Amount of that prior insurance. In that case, we will pay for the excess loss subject to the terms and conditions of this policy.

(b) However, any payment we make for the excess loss will not be greater than the difference between the Limit of Insurance and Deductible Amount of that prior insurance and the Limit of Insurance shown in the Declarations. We will not apply the Deductible Amount shown in the Declarations to this excess loss.

(2) The Other Insurance Condition E.1.n. does not apply to this Condition.

q. Premiums

The first Named Insured shown in the Declarations:

(1) is responsible for the payment of all premiums; and

(2) will be the payee for any return premiums we pay.

r. Records

You must keep records of all property covered under this policy so we can verify the amount of any loss.

s. Recoveries

(1) Any recoveries, whether effected before or after any payment under this policy, whether made by us or you, shall be applied net of the expense of such recovery:

(a) First, to you in satisfaction of your covered loss in excess of the amount paid under this policy;

(b) Second, to us in satisfaction of amounts paid in settlement of your claim;

(c) Third, to you in satisfaction of any Deductible Amount; and

(d) Fourth, to you in satisfaction of any loss not covered under this policy.
(2) Recoveries do not include any recovery:
   
   (a) From insurance, suretyship, reinsurance, securities or indemnity taken for our benefit; or
   
   (b) Of original "securities" after duplicates of them have been issued.

t. Territory
This policy covers loss that you sustain resulting directly from an "occurrence" taking place within the United States of America (including its territories and possessions) and Puerto Rico.

u. Transfer Of Your Rights And Duties Under This Policy
Your rights and duties under this policy may not be transferred without our written consent.

v. Transfer Of Your Rights Of Recovery Against Others To Us
You must transfer to us all your rights of recovery against any person or organization for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after loss to impair them.

w. Valuation - Settlement
(1) The value of any loss for purposes of coverage under this policy shall be determined as follows:

   (a) Loss of "money" but only up to and including its face value.

   (b) Loss of "securities" but only up to and including their value at the close of business on the day the loss was "discovered". We may, at our option:

      (i) Pay the market value of such "securities" or replace them in kind, in which event you must assign to us all your rights, title and interest in and to those "securities"; or

      (ii) Pay the cost of any Lost Securities Bond required in connection with issuing duplicates of the "securities". However, we will be liable only for the payment of so much of the cost of the bond as would be charged for a bond having a penalty not exceeding the lesser of the:

      i. Market value of the "securities" at the close of business on the day the loss was "discovered"; or

      ii. The Limit of Insurance applicable to the "securities".

(c) Loss of or damage to "other property" or loss from damage to the "premises" or its exterior for the replacement cost of the property without deduction for depreciation. However, we will not pay more than the least of the following:

   (i) The cost to replace the lost or damaged property with property of comparable material and quality and used for the same purpose;

   (ii) The amount you actually spend that is necessary to repair or replace the lost or damaged property; or

   (iii) The Limit of Insurance applicable to the lost or damaged property.

With regard to Paragraphs w.(1)(c)(i) through w.(1)(c)(iii), we will not pay on a replacement cost basis for any loss or damage:

   i. Until the lost or damaged property is actually repaired or replaced; and

   ii. Unless the repairs or replacement are made as soon
as reasonably possible after the loss or damage.

If the lost or damaged property is not repaired or replaced, we will pay on an actual cash value basis.

(2) Any property that we pay for or replace becomes our property.

2. Conditions Applicable To Insuring Agreements A.1. And A.2.
   a. Indemnification
      We will indemnify any of your officials who are required by law to give individual bonds for the faithful performance of their duties against loss through "theft" committed by "employees" who serve under them, subject to the applicable Limit of Insurance.

   b. Termination As To Any Employee
      This Insuring Agreement terminates as to any "employee":
      (1) As soon as:
         (a) You; or
         (b) Any of your officials or employees authorized to manage, govern or control your "employees" not in collusion with the "employee;"
      learn of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you.
      (2) On the date specified in a notice mailed to the first Named Insured. That date will be at least 30 days after the date of mailing.
      We will mail or deliver our notice to the first Named Insured's last mailing address known to us. If notice is mailed, proof of mailing will be sufficient proof of notice.

   c. Territory
      We will pay for loss caused by any "employee" while temporarily outside the territory specified in the Territory Condition E.1.t. for a period of not more than 90 consecutive days.

3. Conditions Applicable To Insuring Agreement A.3.
   a. Deductible Amount
      The Deductible Amount does not apply to legal expenses paid under Insuring Agreement A.3.

   b. Electronic And Mechanical Signatures
      We will treat signatures that are produced or reproduced electronically, mechanically or by other means the same as handwritten signatures.

   c. Proof Of Loss
      You must include with your proof of loss any instrument involved in that loss, or, if that is not possible, an affidavit setting forth the amount and cause of loss.

   d. Territory
      We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.t. does not apply to Insuring Agreement A.3.

   a. Armored Motor Vehicle Companies
      Under Insuring Agreement A.6., we will only pay for the amount of loss you cannot recover:
      (1) Under your contract with the armored motor vehicle company; and
      (2) From any insurance or indemnity carried by, or for the benefit of customers of, the armored motor vehicle company.

   b. Special Limit Of Insurance For Specified Property
      We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

5. Conditions Applicable To Insuring Agreement A.7.
   a. Special Limit Of Insurance For Specified Property
We will only pay up to $5,000 for any one "occurrence" of loss of or damage to manuscripts, drawings, or records of any kind, or the cost of reconstructing them or reproducing any information contained in them.

b. Territory
We will cover loss that you sustain resulting directly from an "occurrence" taking place anywhere in the world. Territory Condition E.1.t. does not apply to Insuring Agreement A.7.

F. Definitions
1. "Banking premises" means the interior of that portion of any building occupied by a banking institution or similar safe depository.
2. "Counterfeit money" means an imitation of "money" that is intended to deceive and to be taken as genuine.
3. "Custodian" means you, or any "employee" while having care and custody of property inside the "premises", excluding any person while acting as a "watchperson" or janitor.
4. "Discover" or "discovered" means the time when you first become aware of facts which would cause a reasonable person to assume that a loss of a type covered by this policy has been or will be incurred, regardless of when the act or acts causing or contributing to such loss occurred, even though the exact amount or details of loss may not then be known.
"Discover" or "discovered" also means the time when you first receive notice of an actual or potential claim in which it is alleged that you are liable to a third party under circumstances which, if true, would constitute a loss under this policy.
5. "Employee":
a. "Employee" means:
   (1) Any natural person:
      (a) While in your service and for the first 30 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";
      (b) Who you compensate directly by salary, wages or commissions; and
      (c) Who you have the right to direct and control while performing services for you;
   (2) Any natural person who is furnished temporarily to you:
      (a) To substitute for a permanent "employee" as defined in Paragraph a.(1), who is on leave; or
      (b) To meet seasonal or short-term workload conditions;
      while that person is subject to your direction and control and performing services for you, excluding, however, any such person while having care and custody of property outside the "premises";
   (3) Any natural person who is leased to you under a written agreement between you and a labor leasing firm, to perform duties related to the conduct of your business, but does not mean a temporary employee as defined in Paragraph a.(2);
   (4) Any natural person who is:
      (a) A trustee, officer, employee, administrator or manager, except an administrator or manager who is an independent contractor, of any employee benefit plan; and
      (b) An official of yours while that person is engaged in handling "funds" or "other property" of any employee benefit plan;
   (5) Any natural person who is a former official, "employee" or trustee retained as a consultant while performing services for you; or
   (6) Any natural person who is a guest student or intern pursuing studies or duties, excluding, however, any such person while having care and custody of property outside the "premises".
b. "Employee" does not mean any agent, independent contractor or representative of the same general character not specified in Paragraph 5a.

6. "Forgery" means the signing of the name of another person or organization with intent to deceive; it does not mean a signature which consists in whole or in part of one's own name signed with or without authority, in any capacity, for any purpose.

7. "Fraudulent instruction" means:
   a. An electronic, telegraphic, cable, teletype, telefacsimile or telephone instruction which purports to have been transmitted by you, but which was in fact fraudulently transmitted by someone else without your knowledge or consent;
   b. A written instruction (other than those described in Insuring Agreement A.3) issued by you, which was forged or altered by someone other than you without your knowledge or consent, or which purports to have been issued by you, but was in fact fraudulently issued without your knowledge or consent; or
   c. An electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction initially received by you which purports to have been transmitted by an "employee" but which was in fact fraudulently transmitted by someone else without your or the "employee's" knowledge or consent.

8. "Funds" means "money" and "securities".

9. "Messenger" means you or any "employee" while having care and custody of property outside the "premises".

10. "Money" means:
   a. Currency, coins and bank notes in current use and having a face value; and
   b. Travelers checks, register checks and money orders held for sale to the public.

11. "Occurrence" means:
   a. Under Insuring Agreement A.1.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
   b. Under Insuring Agreement A.2.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
   c. Under Insuring Agreement A.3.:
      (1) An individual act;
      (2) The combined total of all separate acts whether or not related; or
      (3) A series of acts whether or not related;
   d. Under All Other Insuring Agreements:
      (1) An individual act or event;
      (2) The combined total of all separate acts or events whether or not related; or
      (3) A series of acts or events whether or not related;

12. "Other property" means any tangible property other than "money" and "securities" that has intrinsic value. "Other property" does not include computer programs, elec-
tronic data or any property specifically excluded under this policy.

13. "Premises" means the interior of that portion of any building you occupy in conducting your business.

14. "Fobbery" means the unlawful taking of property from the care and custody of a person by one who has:
   a. Caused or threatened to cause that person bodily harm; or
   b. Committed an obviously unlawful act witnessed by that person.

15. "Safe burglary" means the unlawful taking of:
   a. Property from within a locked safe or vault by a person unlawfully entering the safe or vault as evidenced by marks of forcible entry upon its exterior; or
   b. A safe or vault from inside the "premises".

16. "Securities" means negotiable and nonnegotiable instruments or contracts representing either "money" or property and includes:
   a. Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
   b. Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you:
      but does not include "money".

17. "Theft" means the unlawful taking of property to the deprivation of the insured.

18. "Transfer account" means an account maintained by you at a financial institution from which you can initiate the transfer, payment or delivery of "funds":
   a. By means of electronic, telegraphic, cable, teletype, facsimile or telephone instructions communicated directly through an electronic funds transfer system; or
   b. By means of written instructions (other than those described in insuring Agreement A.3) establishing the conditions under which such transfers are to be initiated by such financial institution through an electronic funds transfer system.

19. "Watchperson" means any person you retain specifically to have care and custody of property inside the "premises" and who has no other duties.
This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME POLICY
GOVERNMENT EMPLOYEE THEFT AND FORGERY POLICY
KIDNAP/RANSOM AND EXTORTION POLICY

Paragraphs A. and B. apply only to the
Commercial Crime Policy, Government
Crime Policy and Kidnap/Ransom And
Extortion Policy.

A. Paragraphs (2) and (3) of the Cancellation Of Policy Condition are replaced by the following:

(2) All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

(a) 10 days before the effective date of cancellation if we cancel for:
   (i) Nonpayment of premium;
   or
   (ii) Discovery of fraud by:
       i. Any insured or his or her representative in

obtaining this policy;

or

ii. You or your representa- tive in pursuing a claim under this policy.

(b) 30 days before the effective date of cancellation if we cancel for any other reason.

(3) All Policies In Effect For More Than 60 Days

(a) If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

(i) Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.

(ii) Discovery of fraud or material misrepresentation by:

END 001
i. Any insured or his or her representative in obtaining this policy; or

ii. You or your representative in pursuing a claim under this policy.

(iii) A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

(iv) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.

(v) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.

(vi) A determination by the Commissioner of Insurance that the:

i. Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or

ii. Continuation of the policy coverage would:

i. Place us in violation of California law or the laws of the state where we are domiciled; or

ii. Threaten our solvency.

(vii) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.

(b) We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:

(i) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or

(ii) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph (3)(a).

B. The following is added and supersedes any other provision to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraph B.2., if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.
2. We are not required to send notice of nonrenewal in the following situations:

   a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

   b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph B.1.

   c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.

   d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.

   e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.

   f. If we have made a written offer to the first Named Insured, in accordance with the time frames shown in Paragraph B.1., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

C. Under the Commercial Crime Policy, Government Crime Policy and Employee Theft And Forgery Policy, the following is added to the Valuation - Settlement Condition:

Actual cash value is calculated as the amount it would cost to repair or replace covered property, at the time of loss or damage, with material of like kind and quality, subject to a deduction for deterioration, depreciation and obsolescence. Actual cash value applies to valuation of covered property, regardless of whether that property has sustained partial or total loss or damage.

The actual cash value of the lost or damaged property may be significantly less than its replacement cost.

AUTHORIZED REPRESENTATIVE

END 001
ENDORSEMENT # 2

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed) by National Union Fire Insurance Company of Pittsburgh, Pa.

ADDITIONAL NAMED INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

The following Insured(s) is/are added as a Named Insured with respect to all Insuring Agreements:

A. Schedule*

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Limit of Insurance</th>
<th>Deductible Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>SEE THE FOLLOWING MEMBER SPECIFIC</td>
<td>1, 3, 4, 5, 6, 7, 8, 9</td>
<td>CR 25 19, CR 25 20</td>
</tr>
<tr>
<td>ENDORESEMENTS</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Provisions

1. Solely with respect to the Named Insured(s) set forth in the above SCHEDULE, Endorsements CR 25 19 and CR 25 20 are added to the Coverage Form/Policy.

2. Solely with respect to Insuring Agreements 1, 3, 4, 5, 6, 7, 8, and 9 and the coverage as afforded by Endorsements CR 25 19 and CR 25 20, the most we will pay under this policy for loss is the applicable Limit of Insurance shown in the above SCHEDULE for the respective Named Insured and such loss shall also be subject to the applicable Deductible Amount also shown in the SCHEDULE above for the respective Named Insured.
ENDORSEMENT # 2 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


3. No Limit of Insurance during any period will be cumulative with any other amount applicable to the same coverage during any other period.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 2
ENDORSEMENT # 3

This endorsement, effective 12:01 am July 1, 2017 forms a part of
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


OMNIBUS NAMED INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY

1. The Item of the DECLARATIONS entitled NAMED INSURED is amended by addition of the following:

   ALL AGENCIES, AUTHORITIES AND DISTRICTS (INCLUDING SPECIAL DISTRICTS)
   WHICH ARE GOVERNED DIRECTLY BY THE GOVERNING BODY OF THE NAMED INSURED

2. With respect to the Commercial Crime Policy only, this amendment is subject to Clause E. Conditions, Consolidation - Merger or Acquisition

3. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 3
ENDORSEMENT # 4
This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEE

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY
and applies to the Insuring Agreements designated below:

A. Schedule*

<table>
<thead>
<tr>
<th>Insuring Agreement</th>
<th>Limit Of Insurance</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Employee Theft – Per Loss Coverage</td>
<td>PER INSURING AGREEMENT #1</td>
</tr>
<tr>
<td>☐ Employee Theft – Per Employee Coverage</td>
<td>$</td>
</tr>
</tbody>
</table>

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

1. The following is added to the Employee Theft Insuring Agreement designated above:
   We will pay for loss or damage to "money", "securities" and "other property" resulting directly from the failure of any "employee" to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property. The most we will pay for loss arising out of any one "occurrence" is the Limit of Insurance shown in the Schedule. That Limit, is part of, not in addition to, the Limit of Insurance shown in the Declarations.

2. The following exclusions are added to Section D.2. Exclusions:
   a. Loss resulting from the failure of any entity acting as a depository for your property or property for which you are responsible.
   b. Damages for which you are legally liable as a result of:
      (1) The deprivation or violation of the civil rights of any person by an "employee";
      or
      (2) The tortious conduct of an "employee" except the conversion of property of other parties held by you in any capacity.

3. Part (l) of the Cancellation As To Any Employee Condition is replaced by the following:
   (1) Immediately upon discovery by:
      (a) You; or
ENDORSEMENT #4 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP)
(as endorsed)


4. The Indemnification Condition is replaced by the following:

We will indemnify any of your officials who are required by law to give bonds for the faithful performance of their duties against loss through the failure of any “employee” under the supervision of that official to faithfully perform his or her duties as prescribed by law, when such failure has as its direct and immediate result a loss of your covered property.

ALL OTHER TERMS AND CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED

AUTHORIZED REPRESENTATIVE

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END 4
ENDORSEMENT# 5

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20

issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY (DISCOVERY FORM)

A. Schedule*

Prior Theft or Dishonesty

Amount: $25,000

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

PROVISIONS

1. E. Conditions. 2. Conditions Applicable To Insuring Agreements A.1. And A.2. b. Termination As To Any Employee (1) is deleted in its entirety and replaced with the following:

(1) As soon as:

THE RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT DESIGNATED TO HANDLE INSURANCE MATTERS FOR THE NAME INSURED

learns of "theft" or any other dishonest act committed by the "employee" whether before or after becoming employed by you provided that such conduct involved Loss of "Money", "Securities" or "Other property" valued at the amount specified in the schedule above or more.

2. E. Conditions. 1. Conditions Applicable To All Insuring Agreements, f. Duties In The Event Of Loss, is hereby modified to add the following at the end thereof:

(6) Discovery of a loss or situation that may result in loss of or damage to "money," "securities" or "other property for the purpose of this section shall be discovery by any person in the specific departments or employment capacities of the insured:

RISK MANAGEMENT DEPARTMENT OR OTHER DEPARTMENT DESIGNATED TO HANDLE INSURANCE MATTERS FOR THE NAMED INSURED

M120022 (05/15) END 5
ENDERSEMENT# 5 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed) by National Union Fire Insurance Company of Pittsburgh, Pa.


4. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions or agreements of the attached policy other than as stated above.

5. This endorsement is effective as of 12:01 A.M. on standard time as specified in the policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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M120022 (05/15)
ENDORSEMENT# 6

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


CANCELLATION OF POLICY AMENDED

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY

E. Conditions, Conditions Applicable To All Insuring Agreements, Cancellation Of Policy (2)(b) is deleted in its entirety and replaced with the following:

(b) 120 days before the effective date of cancellation if we cancel for any other reason.

Nothing herein stated shall be held to alter, vary, waive or extend any of the terms, conditions, provisions, agreements or limitations of the policy, other than as stated herein.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 006
ENDORSEMENT# 7

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


BONDED EMPLOYEES EXCLUSION DELETED

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In Section D. Exclusions, subparagraph 2., the exclusion entitled Bonded Employees is deleted in its entirety.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE
This endorsement, effective 12:01 am July 1, 2017
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE VOLUNTEER WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

The definition of "employee" is amended to include any non-compensated natural person:

1. Other than one who is a fund solicitor, while performing services for you that are usual to the duties of an "employee"; or
2. While acting as a fund solicitor during fund raising campaigns.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
ENDORSEMENT# 9

This endorsement, effective 12:01 am July 1, 2017
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE SPECIFIED NON-COMPENSATED
OFFICERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

<table>
<thead>
<tr>
<th>Names Or Titles Of Non-Compensated Officers</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY NON-COMPENSATED OFFICERS OF ANY OF THOSE NAMED AS INSURED.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The definition of "employee" is amended
to include your non-compensated off-
ciers shown in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE
ENDORSEMENT# 10

This endorsement, effective 12:01 am July 1, 2017 forms a part of
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)

ADD CREDIT, DEBIT OR CHARGE CARD FORGERY
THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Forgery Or Alteration Insuring Agreement:

SCHEDULE

<table>
<thead>
<tr>
<th>Limit of Insurance</th>
<th>Covered Instruments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PER INSURING AGREEMENT 3</td>
<td>Includes written instruments required in conjunction with any credit, debit or charge card issued to you or any &quot;employee&quot; for business purposes.</td>
</tr>
<tr>
<td></td>
<td>Limited to written instruments required in conjunction with any credit, debit or charge card issued to you or any &quot;employee&quot; for business purposes.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. Covered Instruments either includes or is limited to, whichever is indicated as applicable in the Schedule, written instruments required in conjunction with any credit, debit or charge card issued to you or any "employee" for business purposes.

2. The most we will pay in any one "occurrence" is the Limit of Insurance shown in the Schedule.

3. The following exclusion is added to Section D.:
   The Forgery Or Alteration Insuring Agreement does not apply to:
   NON-COMPLIANCE WITH CREDIT, DEBIT OR CHARGE CARD ISSUER'S REQUIREMENTS
   Loss arising from any credit, debit, or charge card if you have not complied fully with the provisions, conditions or other terms under which the card was issued.

AUTHORIZED REPRESENTATIVE

CR 25 20 (08/07)
ENDORSEMENT# 11

This endorsement, effective 12:01 am July 1, 2017
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE CHAIRPERSON AND MEMBERS OF
SPECIFIED COMMITTEES AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

<table>
<thead>
<tr>
<th>Names Of Committees</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY COMMITTEES OF ANY OF THOSE NAMED AS INSURED.</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in
the Declarations.

The definition of "employee" is amended
to include any natural person, whether or
not compensated, while performing ser-
tices for you as the chairperson, or a
member of any committee named in the
Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE
ENDORSEMENT # 12

This endorsement, effective 12:01 am July 1, 2017

policy number 01-606-08-20

issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE DESIGNATED PERSONS OR CLASSES
OF PERSONS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

SCHEDULE

<table>
<thead>
<tr>
<th>Persons Or Classes Of Persons</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY DIRECTOR OR TRUSTEES OF ANY OF THOSE NAMED AS INSURED.</td>
</tr>
<tr>
<td>ANY BOARD MEMBERS OF ANY OF THOSE NAMED AS INSURED</td>
</tr>
<tr>
<td>ANY ELECTED OR APPOINTED OFFICIALS</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in
the Declarations.

The definition of "employee" is amended to
include any natural person or group of
persons named or described in the Schedule.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 012
ENDORSEMENT# 18

This endorsement, effective 12:01 am July 1, 2017
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
INCLUDE TREASURERS OR TAX COLLECTORS
AS EMPLOYEES

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

SCHEDULE

<table>
<thead>
<tr>
<th>Treasurers Or Tax Collectors</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANY TREASURERS OR TAX COLLECTORS OF ANY OF THOSE NAMES AS INSURED</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The definition of "employee" is amended to include your treasurers or tax collectors shown in the Schedule.

2. Exclusion D.2.d. Treasurers Or Tax Collectors is deleted.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

END 018
CR 25 12 08 07
© ISO Properties, Inc., 2006
This endorsement, effective 12:01 am July 1, 2017
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INCLUDE EXPENSES INCURRED TO ESTABLISH AMOUNT OF COVERED LOSS

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Insuring Agreement(s) designated below:

SCHEDULE

<table>
<thead>
<tr>
<th>Employee Theft Insuring Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs, Fees Or Other Expenses</td>
</tr>
<tr>
<td>Limit Of Insurance</td>
</tr>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Computer Fraud Insuring Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Costs, Fees Or Other Expenses</td>
</tr>
<tr>
<td>Limit Of Insurance</td>
</tr>
<tr>
<td>$75,000</td>
</tr>
</tbody>
</table>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

END 019

CR 25 40 08 07 © ISO Properties, Inc.,2006 Page 1 of 2
The following condition is added to Paragraph E. Conditions:

1. We will pay for reasonable costs, fees or other expenses that you incur and pay to an independent accounting, auditing or other service used to determine the amount of loss covered under this insurance.

2. The most that we will pay for reasonable costs, fees or other expenses is limited to the lesser of the:
   a. Limit of Insurance; or
   b. Percentage of the Covered Loss; shown in the Schedule.

3. We will pay for reasonable costs, fees or other expenses after settlement of covered loss.

4. We will have no liability to pay any such costs, fees or other expenses if the amount of the covered loss does not exceed the Deductible Amount of the applicable Insuring Agreement.

5. The amount that we will pay is part of, not in addition to, the Limit of Insurance for the applicable Insuring Agreement.

6. Paragraph (3) of the Indirect Loss Exclusion is replaced by the following:
   Payment of costs, fees or other expenses you incur in establishing the existence of loss under this insurance.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
ENDORSEMENT # 20

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP)
as endorsed


THIRD PARTY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY

PROVISIONS

1. Clause A.1. Employee Theft is amended by adding the following at the end thereof:

We will pay for loss of or damage to “Client Property” arising out of your indemnification of your “Client” for any dishonest or fraudulent act(s) committed by your “employee,” but only when and to the extent that you are liable for such indemnification pursuant to the terms of this policy.

2. Clause F. Definitions is amended by adding the following at the end thereof:

21. “Client Property” means “Money,” “Securities” or “Other Property”:

   (1) owned by the Client,
   (2) held by the Client in any capacity, or
   (3) for which a Client is legally liable

22. “Client,” as used in this endorsement, means any person, firm, corporation or association for whom your professional services have been charged.

3. Clause E.1.o. Ownership of Property; Interests Covered is deleted in its entirety and replaced with the following:

The property covered under this policy is limited to property:

(1) That you own or lease;
(2) That you hold for others; or
(3) That you hold in any capacity, whether or not you are legally liable, but also may be property for which you are legally liable.

Client property covered under this policy is limited to property:

(1) owned by the Client;
(2) held by the Client in any capacity;
(3) for which the Client is legally liable;
ENDORSEMENT # 20 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


Provided you are legally liable for such property and it is included in your proof of loss, in which event Clauses E.1.f and E.1.h., and any other condition applicable to loss or claims with respect thereto, shall apply.

4. Clause D.1. Exclusions is amended by adding the following at the end thereof:

Solely with respect to Client Property, loss attributable to fraudulent, dishonest or criminal acts of any Client’s proprietor, officer, director, partner or employee acting in collusion with your “employee.”

5. It is further understood and agreed that with respect to the coverage afforded pursuant to this endorsement, the most we will pay under this policy for loss is the Limit of Insurance shown in the below SCHEDULE for the respective named “client” and such loss shall also be subject to the applicable Deductible Amount shown in the SCHEDULE below:

<table>
<thead>
<tr>
<th>SCHEDULE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of “client”</td>
</tr>
<tr>
<td>1) EL CAMINO HOSPITAL</td>
</tr>
<tr>
<td>2) EASTERN PLUMAS HEALTHCARE</td>
</tr>
<tr>
<td>3) PALM DRIVE HEALTHCARE</td>
</tr>
<tr>
<td>4) SOUTHERN HUMBOLDT COMMUNITY</td>
</tr>
<tr>
<td>HEALTHCARE</td>
</tr>
<tr>
<td>5) WASHINGTON TOWNSHIP HEALTH</td>
</tr>
<tr>
<td>CARE DISTRICT</td>
</tr>
<tr>
<td>6) EAST SAN GABRIEL VALLEY</td>
</tr>
<tr>
<td>REGIONAL OCCUPATIONAL PROGRAM</td>
</tr>
<tr>
<td>7) FOR ALL OTHER MEMBERS</td>
</tr>
</tbody>
</table>
ENDORSEMENT # 20 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


The above scheduled Limit of Insurance shall be part of and not in addition to the applicable limit of insurance stated in the Declarations page as applicable to Insuring Agreement A.1. Employee Theft and will in no way serve to increase the Company’s limit of liability as therein stated.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limitations, conditions, or provisions of the attached policy other than as above stated.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 20

MNSCP
ENDORSEMENT# 22

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


EMPLOYEE POST TERMINATION COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY

PROVISIONS:

1. Section F. Definitions, "Employee", subsection a.(1)(a) is hereby deleted in its entirety and replaced with the following:
   a. "Employee" means:
      (1) Any natural person:
          (a) While in your service and for the first 90 days immediately after termination of service, unless such termination is due to "theft" or any other dishonest act committed by the "employee";

2. Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.
ENDORSEMENT# 23

This endorsement, effective 12:01 am July 1, 2017 forms a part of
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


BLANKET JOINT LOSS PAYABLE

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY
GOVERNMENT CRIME POLICY

Provisions

1. You agree that any loss payable under this insurance shall be paid jointly to you and, where legally permissible, any loss payee ("Joint Loss Payee") designated by you in the proof of loss and any such payment shall constitute payment to you. We agree that such payments shall be made jointly to you and, where legally permissible, the Joint Loss Payee, and we will not make any payment solely to you unless a request in writing from the Joint Loss Payee to make such payment to you is provided to us.

2. This insurance is for your benefit only. It provides no rights or benefits to any other person or organization including the Joint Loss Payee, other than, where legally permissible, payment of loss as set forth in this endorsement.

Any claim for loss that is covered under this insurance must be presented by you.

3. Our liability under this insurance as extended by this endorsement shall not be cumulative.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 23

120271 (08/15)
This endorsement, effective at 12:01 am July 1, 2017 forms a part of
Policy number 01-606-08-20
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


CANCELLATION AMENDATORY
(RETURN PRO RATA)

Wherever used herein: (1) "Policy" means the policy or bond to which this endorsement or rider is made part of; (2) "Insurer" means the "Insurer," "Underwriter," "Company" or other name specifically ascribed in this Policy as the insurance company or underwriter for this Policy; (3) "Named Entity" means the "Named Entity," "Named Corporation," "Named Organization," "Named Sponsor," "Named Insured," "First Named Insured," "Insured's Representative," "Policyholder" or equivalent term stated in Item 1 of the Declarations; and (4) "Period" means the "Policy Period," "Bond Period" or equivalent term stated in the Declarations.

In consideration of the premium charged, it is hereby understood and agreed that notwithstanding anything to the contrary in any CANCELLATION or TERMINATION clause of this Policy (and any endorsement or rider amending such cancellation or termination clause, including but not limited to any state cancellation/non-renewal amendatory attached to this policy), if this Policy shall be canceled by the Named Entity, the insurer shall return to the Named Entity the unearned pro rata proportion of the premium as of the effective date of cancellation.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT # 25

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


INCLUDE LEASED WORKERS AS EMPLOYEES

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME COVERAGE FORM
COMMERCIAL CRIME POLICY
EMPLOYEE THEFT AND FORGERY POLICY
GOVERNMENT CRIME COVERAGE FORM
GOVERNMENT CRIME POLICY

and applies to the Employee Theft Insuring Agreement:

A. Schedule*

Labor Leasing Firm

All leased employees working for any of those named as insured

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

B. Provisions

The Definition of "Employee" is amended to include any natural person leased to you by a labor leasing firm shown in the Schedule, under a written agreement between you and the labor leasing firm, to perform duties related to the conduct of your business, but does not mean a person furnished to you to substitute for a permanent employee on leave, or to meet seasonal or short-term workload conditions.

AUTHORIZED REPRESENTATIVE

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END 25
ENDORSEMENT # 26

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed) by National Union Fire Insurance Company of Pittsburgh, Pa.

NOTICE OF CLAIM
(REPORTING BY E-MAIL)

In consideration of the premium charged, it is hereby understood and agreed as follows:

1. Email Reporting of Claims: In addition to the postal address set forth for any Notice of Claim Reporting under this policy, such notice may also be given in writing pursuant to the policy's other terms and conditions to the Insurer by email at the following email address:

   c-claim@AIG.com

   Your email must reference the policy number for this policy. The date of the Insurer's receipt of the emailed notice shall constitute the date of notice.

   In addition to Notice of Claim Reporting via email, notice may also be given to the Insurer by mailing such notice to: AIG, Financial Lines Claims, P.O. Box 25947, Shawnee Mission, KS 66225 or faxing such notice to (866) 227-1750.

2. Definitions: For this endorsement only, the following definitions shall apply:

   (a) "Insurer" means the "Insurer," "Underwriter" or "Company" or other name specifically ascribed in this policy as the insurance company or underwriter for this policy.

   (b) "Notice of Claim Reporting" means "notice of claim/circumstance," "notice of loss" or other reference in the policy designated for reporting of claims, loss or occurrences or situations that may give rise or result in loss under this policy.

   (c) "Policy" means the policy, bond or other insurance product to which this endorsement is attached.

3. This endorsement does not apply to any Kidnap & Ransom/Extortion Coverage Section, if any, provided by this policy.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 026

99758 (8/08) Page 1 of 1
ENDORSEMENT # 27

This endorsement, effective 12:01 am July 1, 2017 forms a part of
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)

VENDOR THEFT COVERAGE ENDORSEMENT

It is agreed that:

1. Section A. Insuring Agreements is amended to include the following
   Insuring Agreement at the end thereof:

   10. Vendor Theft

   We will pay for loss or damage to "money," "securities" and "other
       property" resulting from "theft" committed by an identified "employee" of
       "your" "vendor" acting alone or in collusion with other persons.

2. Solely with respect to Insuring Agreement 10, "Limit of Insurance Per
   Occurrence" as stated on the Declarations Page is deleted in its entirety and
   replaced with the following:

   Limit of Insurance $1,000,000 for all loss arising out of Insuring Agreement
   10, Vendor Theft.

3. Section F. Definitions is amended to include the following definition at the
   end thereof:

   "Vendor" means an entity that provides a service to "you" under a written
   agreement which includes a requirement to provide Crime or Fidelity
   insurance covering "your" property in the care, custody and control of the
   "vendor" and its "employees." If such Crime or Fidelity insurance is valid or
   collectible then this Policy will respond only to that portion of loss which is
   excess of such requirement and no deductible shall apply. If such Crime or
   Fidelity insurance is not valid or collectible then this Policy will respond only
   to that portion of loss which is in excess of $500,000 and no deductible shall
   apply. However, "vendor" does not include any financial institution,
   asset manager, broker, dealer or armored transport company.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 27
This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

PROVISIONS:

(1) Section E. Conditions, paragraph 1, subsection v. "Transfer Of Your Rights Of Recovery Against Others To Us" is hereby deleted in its entirety and replaced with the following:

v. Transfer Of Your Rights Of Recovery Against Others To Us

You must transfer to us all your rights of recovery against any person or entity for any loss you sustained and for which we have paid or settled. You must also do everything necessary to secure those rights and do nothing after discovery of loss to impair them; provided, however, with respect to recovery of loss resulting directly from the failure of any employee to faithfully perform his or her duties as prescribed by law afforded by the "ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES" ENDORSEMENT," we shall have the right to recover only where the employee's failure to faithfully perform his or her duties as prescribed by law was due to actual fraud, corruption, actual malice, or where the employee or a person or entity was unjustly enriched as a result of the employee's failure to faithfully perform his or her duties as prescribed by law.

(2) Nothing herein contained shall be held to vary, alter, waive, or extend any of the terms, limitations, conditions, or provisions of the attached Policy other than the above stated.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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AUTHORIZED REPRESENTATIVE

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END 28
ENDORSEMENT# 29

This endorsement, effective at 12:01 am July 1, 2017 forms a part of Policy number 01-606-08-20
Issued to: MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


Product Name: Government Crime Policy Admitted CR0027 (05/06)

ECONOMIC SANCTIONS ENDORSEMENT

This endorsement modifies insurance provided under the following:

Coverage shall only be provided and payment of loss under this policy shall only be made in full compliance with enforceable United Nations economic and trade sanctions and the trade and economic sanction laws or regulations of the European Union and the United States of America, including, but not limited to, sanctions, laws and regulations administered and enforced by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC").

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

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END 29
ENDORSEMENT# 36

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)

IMPERSION ARAUD

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL CRIME POLICY (DISCOVERY FORM)
COMMERCIAL CRIME POLICY (LOSS SUSTAINED FORM)
GOVERNMENT CRIME POLICY (DISCOVERY FORM)
GOVERNMENT CRIME POLICY (LOSS SUSTAINED FORM)

It is agreed that in consideration of the additional premium of $ N/A, the policy is hereby amended as follows:

1. Insuring Agreement "Funds Transfer Fraud" is amended by adding the following to the end thereof:

Impersonation Fraud Coverage

We will also pay for loss of "funds" resulting directly from a "fraudulent instruction" directing a financial institution to transfer, pay or deliver "funds" from your "transfer account."

Notwithstanding the above requirement that the loss of "funds" result directly from a "fraudulent instruction," we will also pay for the loss of "funds" resulting from your receipt of a fraudulent phone call or email from a purported vendor, which advises you that the vendor's bank account information has been changed and you suffer a loss of "funds," because you issued a payment or payments to this fraudulent bank account, based upon your confirmation controls, you believed the fraudulent instruction to change the vendor's bank account information to be valid.

2. Solely with respect to Impersonation Fraud Coverage provided by this endorsement, in Section F. Definitions, the definition of "Fraudulent Instruction" is deleted in its entirety and replaced with the following:
"Fraudulent instruction" means an electronic, telegraphic, cable, teletype, telefacsimile, telephone or written instruction communicated by you or your "employee" based upon an instruction received and relied upon by you or your "employee" which was transmitted:

a. by a purported director, officer, partner, member or sole proprietor of yours or by another "employee"—or by an individual acting in collusion with such purported director, officer, partner, member, sole proprietor or other
b. "employee"—but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; or

c. by a purported director, officer, partner, member, sole proprietor or employee of your "vendor" or "client"—or by an individual acting in collusion with such purported director, officer or employee—but which was in fact fraudulently transmitted by someone else without your or your "employee's" knowledge; provided, however, "fraudulent instruction" shall not include any such instruction transmitted by an actual director, officer, partner, member, sole proprietor or employee of your "vendor" or "client" who was acting in collusion with any third party in submitting such instruction.

3. Solely for purposes of this endorsement, the following definitions are added:

Vendor means any entity, firm, company, organization, association or individual which has a legitimate pre-existing arrangement or written agreement to provide goods or services to you.

Client means an entity, firm, company, organization, association or individual to whom we provide goods or services for a fee pursuant to a written contract.

4. Our total liability for coverage provided by this endorsement is $250,000 ("Impersonation Fraud Limit"). All amounts paid by us pursuant to this endorsement will be part of, and not in addition to, the applicable Limit of Insurance shown in the Declarations.

5. Solely with respect to coverage provided by this endorsement, the applicable per occurrence Deductible Amount is $25,000.

6. Solely for purposes of this endorsement, the following exclusion shall apply:

The coverage afforded by this endorsement does not apply to any loss occurring prior to 7/1/2015.

7. The most we will pay for all loss resulting directly from an "occurrence" under this endorsement is the Impersonation Fraud Limit shown in Section 4 above.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

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ENDORSEMENT# 36 (Continued)

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


AUTHORIZED REPRESENTATIVE

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ENDORSEMENT # 40

This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed)


CALWORKS WELFARE PROGRAM

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

GOVERNMENT CRIME POLICY

In consideration of the premium charged, it is hereby understood and agreed that in Section F. Definitions, paragraph 5., “Employee,” subparagraph (a) is hereby amended to include the following paragraph at the end thereof:

“Employee” also means:

(4) Any natural person while in your service (and thirty (30) days after termination of the service), that is subject to your direction and control while performing services for you as a result of an employment contract or agreement with the State of California “Cal Works Program” or any similar state or county work or welfare program.

ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE

MNSCF

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END 40
This endorsement, effective 12:01 am July 1, 2017 forms a part of
policy number 01-606-08-20
issued to MEMBERS OF THE ALLIANT CRIME INSURANCE
PROGRAM (ACIP) (as endorsed)


FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

<table>
<thead>
<tr>
<th>FORM NUMBER</th>
<th>EDITION DATE</th>
<th>FORM TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>CR DS 04</td>
<td>08/07</td>
<td>GOVERNMENT CRIME POLICY DECLARATIONS</td>
</tr>
<tr>
<td>CR0026</td>
<td>05/06</td>
<td>GOVERNMENT CRIME POLICY (DISCOVERY FORM )</td>
</tr>
<tr>
<td>CR 02 49</td>
<td>09/12</td>
<td>CALIFORNIA CHANGES</td>
</tr>
<tr>
<td>MNSCPT</td>
<td></td>
<td>ADDITIONAL NAMED INSURED</td>
</tr>
<tr>
<td>MNSCPT</td>
<td></td>
<td>OMNIBUS NAMED INSURED</td>
</tr>
<tr>
<td>MNSCPT</td>
<td></td>
<td>ADD FAITHFUL PERFORMANCE OF DUTY COVERAGE FOR GOVERNMENT EMPLOYEES</td>
</tr>
<tr>
<td>N120022</td>
<td>05/15</td>
<td>REVISION OF DISCOVERY AND PRIOR THEFT OR DISHONESTY</td>
</tr>
<tr>
<td>95420</td>
<td>08/07</td>
<td>CANCELLATION OF POLICY AMENDED</td>
</tr>
<tr>
<td>95419</td>
<td>08/07</td>
<td>BONDED EMPLOYEES EXCLUSION DELETED</td>
</tr>
<tr>
<td>CR2509</td>
<td>08/07</td>
<td>INCLUDE VOLUNTEER WORKERS AS EMPLOYEES</td>
</tr>
<tr>
<td>CR2508</td>
<td>08/07</td>
<td>INCLUDE SPECIFIED NON COMPENSATED OFFICERS AS EMPLOYEES</td>
</tr>
<tr>
<td>CR 25 20</td>
<td>08/07</td>
<td>ADD CREDIT, DEBIT OR CHARGE CARD FORGERY</td>
</tr>
<tr>
<td>CR2506</td>
<td>08/07</td>
<td>INCLUDE CHAIRPERSON AND MEMBERS OF SPECIFIED COMMITTEES AS EMPLOYEES</td>
</tr>
<tr>
<td>CR2541</td>
<td>08/07</td>
<td>INCLUDE DESIGNATED PERSONS OR CLASSES OF PERSONS AS EMPLOYEES</td>
</tr>
<tr>
<td>MNSCPT</td>
<td></td>
<td>INCLUDE DESIGNATED AGENTS AS EMPLOYEES</td>
</tr>
<tr>
<td>MNSCPT</td>
<td></td>
<td>INCLUDE DESIGNATED AGENTS AS EMPLOYEES</td>
</tr>
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<td></td>
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<td></td>
<td>INCLUDE DESIGNATED AGENTS AS EMPLOYEES</td>
</tr>
<tr>
<td>CR2512</td>
<td>08/07</td>
<td>INCLUDE TREASURER OR TAX COLLECTORS AS EMPLOYEES</td>
</tr>
<tr>
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END 050
This endorsement, effective 12:01 am July 1, 2017, forms a part of policy number 01·606·08·20, issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed) by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

The contents of the Policy is comprised of the following forms:

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END 050

78859 (10/01)        Page 2 of 3
This endorsement, effective 12:01 am July 1, 2017 forms a part of policy number 01-606-08-20 issued to MEMBERS OF THE ALLIANT CRIME INSURANCE PROGRAM (ACIP) (as endorsed) by National Union Fire Insurance Company of Pittsburgh, Pa.

FORMS INDEX ENDORSEMENT

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ALL OTHER TERMS, CONDITIONS AND EXCLUSIONS REMAIN UNCHANGED.

AUTHORIZED REPRESENTATIVE
SUBJECT: Annual Engineer’s Report for Landscape Maintenance District No. 1 (FY 2018/2019)

REQUESTED ACTION:  
Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments under LMD 1 for FY 2018/2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: LMD 1 includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of landscape improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, an annual assessment is brought to the City Council for approval. On January 30, 2018, the City Council ordered the preparation of the annual assessments and on May 8, 2018 approved a resolution stating the Council’s intention to levy annual assessments and hold a public hearing on June 12, 2018.

BUDGET (or FISCAL) IMPACT: One hundred five benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2018/2019. The FY 2018/2019 assessments total $2,369,017.19.

Reviewed by:

Assistant City Manager

Director of Finance

City Attorney

Attachments:
1. Resolution Confirming the Assessments under Maintenance District No. LMD 1 for Fiscal Year 2018/2019
2. Assessment Diagram

Public Hearings:
RESOLUTION NUMBER


WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council"), on May 8, 2018, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Landscape Maintenance District Number 1 (the "District") for the installation, construction, maintenance, servicing and operation of the public landscaping improvements and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the "Engineer’s Report") containing the matters specified in Section 22567, et seq., of the Code; and

WHEREAS, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 12, 2018, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2018-2019, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and
WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public landscaping improvements and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the public landscaping improvements.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public landscaping improvements and appurtenant facilities.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer’s Report on file with the City Clerk.

Section 5. Engineer’s Report. That the Engineer’s Report and the method of assessment and the diagram and assessment for Fiscal Year 2018-2019 as set forth in the Engineer’s Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Landscape Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2018-2019.
Section 6. Diagram and Assessment. 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 7. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2018-2019 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

____________________________________
Mayor, Michael M. Vargas

ATTEST:

____________________________________
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of June, 2017, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

____________________________________
City Clerk, Nancy Salazar
DIAGRAM OF
LANDSCAPE MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
SHEET 2 OF 10

Legend
- CITY BOUNDARY
- BENEFIT ZONE

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96
116
122
123
126
128
130
## Diagram of Landscape Maintenance District No. 1
City of Perris, County of Riverside, State of California
Fiscal Year 2018/2019
Sheet 10 of 10

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CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date June 12, 2018

SUBJECT: Annual Engineer’s Report for Maintenance District No. 84-1 (FY 2018/2019)

REQUESTED ACTION:
Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments under MD 84-1 for FY 2018/2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSSION: MD 84-1 includes residential tracts & commercial developments throughout the City as shown on the Assessment Diagram, Attachment 2. This District provides funding for the annual maintenance of street lights and traffic signals constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, each year certain proceedings are conducted by the City Council. On January 30, 2018, the City Council ordered preparation of the annual assessments and on May 8, 2018 approved a resolution stating the intention to levy annual assessments and hold a public hearing on June 12, 2018.

The annual assessment for a single family home (one benefit unit (BU)) is $46.28. At 4.2 BU per acre, the annual assessment for non-residential properties is $194.38 per acre.

BUDGET (or FISCAL) IMPACT: The total proposed assessment levy for FY 2018/2019 is $893,491.66. This funding will provide for the energy and maintenance expense of 3,946 street lights and 68 traffic signals.

Reviewed by:

Assistant City Manager

Director of Finance

City Attorney

Attachments:
1. Resolution Confirming the Assessments, Maintenance District No. 84-1 for Fiscal Year 2018/2019
2. Assessment Diagram

Public Hearings:
RESOLUTION NUMBER


WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council"), on May 8, 2018, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Maintenance District Number 84-1 (the "District") for the installation, construction, maintenance, servicing and operation of the public traffic signals and lighting and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the "Engineer's Report") containing the matters specified in Section 22567, et seq., of the Code; and

WHEREAS, the Engineer's Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 12, 2018, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2018-2019, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and
WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of traffic signals and public lighting and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the traffic signals and lighting.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public traffic signals and lighting improvements.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer’s Report on file with the City Clerk.

Section 5. Engineer’s Report. That the Engineer’s Report and the method of assessment and the diagram and assessment for Fiscal Year 2018-2019 as set forth in the Engineer’s Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Maintenance District Number 84-1 and shall constitute the levy of an assessment for the Fiscal Year 2018-2019.
Section 6. Diagram and Assessment. 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 7. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2018-2019 pursuant to the procedures set forth in Section 22620, et seq, of the Code.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

________________________________________
Mayor, Michael M. Vargas

ATTEST:

________________________________________
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of June, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

________________________________________
City Clerk, Nancy Salazar
SUBJECT: Annual Engineer’s Report for Flood Control Maintenance District No. 1 (FY 2018/2019)

REQUESTED ACTION:
Open & Close Public Hearing and Adoption of Resolution Confirming the Assessments under FCMD 1 for FY 2018/2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: FCMD 1 includes residential tracts and commercial developments throughout the City. For a specific location, reference is made to Attachment 2 for the actual location of these areas. This District provides funding for the annual maintenance of street and flood control improvements constructed in conjunction with new development.

In order to continue collecting assessments on the tax roll, an annual assessment is brought to the City Council for approval. On January 30, 2018, the City Council ordered the preparation of the assessments for FCMD 1 and on May 8, 2018 approved a resolution stating the Council’s intention to levy annual assessments and hold a public hearing on June 12, 2018.

BUDGET (or FISCAL) IMPACT: Eighty-three benefit zones (FCBZs) will be assessed for the maintenance of flood control facilities; and, twenty-three sub-zones will be assessed for street maintenance in Fiscal Year 2018/2019. The assessments for FY 2018/2019 total $1,886,143.10.

Reviewed by:
Assistant City Manager

Director of Finance

City Attorney

Attachments:
1. Resolution Confirming the Assessments under Maintenance District No. FCMD 1 for Fiscal Year 2018/2019
2. Assessment Diagram

Public Hearings:
RESOLUTION NUMBER


WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council"), on May 8, 2018, adopted its Resolution of Intention declaring its intention to continue the operation of City of Perris Flood Control Maintenance District Number 1 (the "District") for the installation, construction, maintenance, servicing and operation of the public flood control improvements, streets and appurtenant facilities in the District; and

WHEREAS, the Engineer of Work has filed with the City Clerk his report (the "Engineer’s Report") containing the matters specified in Section 54703, et seq., of the Government Code; and

WHEREAS, the Engineer’s Report has been duly presented by the City Clerk to this City Council for consideration and has been fully considered by the City Council; and

WHEREAS, the proposed Resolution of Intention fixed June 12, 2018, at 6:30 p.m. in the City Council Chambers of the City of Perris, California, as the time and place for a hearing on the question of the continued operation of the District and the levy of assessments for Fiscal Year 2018-2019, and provided for notice of said hearing; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for publication of notice and this City Council hereby finds that notice was published as required by law; and

WHEREAS, the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for posting of notice and this City Council hereby finds that notice was posted as required by law; and

WHEREAS the City Clerk has filed, in her office, declarations setting forth compliance with the requirements for mailed notice and this City Council hereby finds that notice was mailed as required by law; and

WHEREAS, the hearing was duly opened and held by this City Council at the time and place for the hearing; and
WHEREAS, at the time and place fixed in such notice, a hearing was duly held by the City Council whereat all written appeals, protests or objections, if any, were duly presented and read, and all persons desiring to be heard thereon were heard, and this City Council gave all persons present an opportunity to be heard in respect of any matter relating to said assessment, to any act or determination of this City Council in relation thereto, to any matter in connection with said report, or to the correctness of the assessment or diagram, or to any other matters relating to these proceedings; and;

WHEREAS, the public interest and convenience require the continued installation, construction, maintenance, servicing and operation of public flood control improvements, streets, and appurtenant facilities within the proposed District; and

WHEREAS, all the lots and lands within said District will be benefited by maintenance of the public flood control improvements and streets.

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

Section 1. Protests. That said hearing has been duly held; that each and every step in the proceedings prior to and including said hearing has been duly and regularly taken; that the written protests received by the City Clerk at or before the hearing have been read and considered by the City Council.

Section 2. Necessity. That the public interest, convenience and necessity require the continued installation, construction, maintenance, servicing and operation of said public flood control improvements, streets, and appurtenant facilities.

Section 3. Benefit. That all the land included within the boundaries of said District as shown on the diagram thereof will be benefited by said improvement and the maintenance, servicing and operation thereof; and that the proposed assessment of the total amount of the cost and expenses of said improvement upon the several parcels and subdivisions of land in said District is in proportion to the benefits to be received by such parcels and subdivisions, respectively, from the improvement and the maintenance, servicing and operation thereof.

Section 4. Boundaries. That the exterior boundaries of the District are as set forth in the diagram contained in the Engineer’s Report on file with the City Clerk.

Section 5. Engineer’s Report. That the Engineer’s Report and the method of assessment and the diagram and assessment for Fiscal Year 2018-2019 as set forth in the Engineer’s Report, are hereby approved and confirmed, and the passage of this resolution shall continue the operation of City of Perris Flood Control Maintenance District Number 1 and shall constitute the levy of an assessment for the Fiscal Year 2018-2019.
Section 6. Collection of Assessment. That it is the intention of this City Council to collect annual assessments on the Riverside County assessment roll commencing in Fiscal Year 2018-2019.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

Mayor, Michael M. Vargas

ATTEST:

__________________________
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of June, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
City Clerk, Nancy Salazar
# DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2018/2019
INDEX SHEET
SHEET 7 OF 7

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<td>48</td>
<td>CUP 06/0158</td>
<td>5</td>
<td>Y</td>
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CITY COUNCIL AGENDA SUBMITTAL
June 12, 2018

SUBJECT: Approval of the FY 2018-2019 Annual Action Plan Funding Recommendations for the Community Development Block Grant (CDBG) Program

REQUESTED ACTION: That the City Council, after hearing all public comments, discussion and any amendments, adopt the attached resolution taking the following actions:

1. Adopt Resolution No. XXX approving the City’s CDBG 2018-2019 Fifth Program Year Annual Action Plan;
2. Accept the allocation of Fiscal Year 2018-2019 CDBG allocation from the U.S. Department of Housing and Urban Development (HUD);
3. Authorize the City manager to execute appropriate certifications and documents necessary for submission of the Annual Action Plan; and
4. Direct the City Manager to submit the 2018-2019 Action Plan to HUD and to amend any documents necessary to administer the Fiscal Year 2018-2019 CDBG Program.

CONTACT: Darren Madkin, Assistant City Manager

BACKGROUND/DISCUSSION:

The City of Perris currently receives Community Development Block Grant (CDBG) entitlement 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.

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 second Five-Year Consolidated Plan (2014-2019) on May 13, 2014 and the most recent Annual Action Plan (FY 2017-2018) was adopted by City Council on July 11, 2017.

On May 2, 2018, HUD staff announced the Fiscal Year 2018 allocations. The FY 2018-2019 allocation for the City of Perris is $956,438. This is an 8.7% increase over last fiscal year’s allocation.
Proposed Action Plan Allocations for the CDBG Program

The primary purpose of CDBG funds are to: 1) provide decent housing; 2) provide a suitable living environment; and 3) expand economic opportunities, principally for low-to-moderate income persons. In accordance with the CDBG national objectives, an activity must meet one of three objectives: 1) serve low-moderate income persons; 2) aid in the elimination of slum and blight; or 3) address recent, urgent health or welfare needs (e.g. national disaster). An activity may be eligible because it either benefits an area (activity serves a census tract which has 51% or more low-moderate income persons) or a limited clientele (persons and families with low-to-moderate income).

The following is a breakdown of CDBG-eligible funding categories for FY 2018-2019:

<table>
<thead>
<tr>
<th>CDBG CATEGORY</th>
<th>CAP</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Planning/Administration</td>
<td>20%</td>
<td>$191,287</td>
</tr>
<tr>
<td>Public Service</td>
<td>15%</td>
<td>$143,465</td>
</tr>
<tr>
<td>Non-Public Service Activities</td>
<td>No cap</td>
<td>$621,684</td>
</tr>
<tr>
<td><strong>Total Available CDBG Funds</strong></td>
<td></td>
<td>$956,438</td>
</tr>
</tbody>
</table>

Administration

A total of $191,287 (20% of cap) is available for Planning and Administration of Entitlement Programs, including general management, oversight, and coordination and monitoring of programs.

Public Service Category

A total of $143,465 is available for public service activities. The City received two (2) requests from City departments for public service funds, as well as eleven (11) requests from private non-profit agencies. All eligible applications were evaluated on criteria based on needs identified during development of the five-year Consolidated Plan. Staff recommends funding for one (1) of the City Department applicants and six (6) of the eleven (11) eligible private non-profit agency applicants. The private non-profit programs recommended for funding are: Fair Housing Council of Riverside County (Fair Housing Services), Perris Valley Youth Association Sports (Perris Valley Youth Mentoring Program), Life Lifters International (Perris Employment Education and Building Trades Program), Community Connect (Information and Referral Services), Family Service Association (Senior Citizen Meals), and Enhance the Gift Ministries (Enhance the Gift Performing Arts Academy).

Non-Public Service Category

A total of $621,684 is available for non-public service activities. The City received two (2) funding request from City departments to carry out eligible non-public service activities. The City department application included funding a requests for Sidewalk Pedestrian Improvements and the Senior Center Renovations Phase III. CDBG-eligible activities for non-public services include:
housing rehabilitation, housing services, public facility/infrastructure improvements, historic preservation, code enforcement, ADA improvements and economic development.

Under the direction of the City Council, staff is authorized to bring applications for funding to the Council before final allocations are approved and the Annual Action Plan is adopted and submitted to HUD. It is requested that Council make preliminary funding recommendations based on the FY 2018-2019 CDBG Entitlement amount of $956,438. These final allocations will be submitted to HUD through the Annual Action Plan by June 26, 2018 as instructed by HUD.

In conformance with the strategy outlined by the Five Year Consolidated Plan, proposed allocations for the 2018-2019 Annual Action Plan are as follows:

**2018-2019 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

<table>
<thead>
<tr>
<th>Description</th>
<th>Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated 2018-2019 CDBG Grant</td>
<td>$956,438</td>
</tr>
<tr>
<td>Estimated Carry-over/Unallocated Funds</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Estimated Funding</strong></td>
<td><strong>$956,438</strong></td>
</tr>
</tbody>
</table>

**CDBG Allowable Distribution of Funds**

- **Public Services (15% of new grant):** $143,465
- **Planning/Administration (20% of new grant):** $191,287
- **Non-Public Services (Other Eligible Activities):** $621,168
- Estimated Carry-over/Unallocated Funds: $0
- **Total Estimated Funding:** $956,438

**2018-2019 Funding Recommendation Summary**

<table>
<thead>
<tr>
<th>Administration</th>
<th>$191,287</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Public Service Allocations</strong></td>
<td></td>
</tr>
<tr>
<td>Riverside Fair Housing Council: Fair Housing Program</td>
<td>$26,000</td>
</tr>
<tr>
<td>Perris Valley Youth Association: Mentoring Program</td>
<td>$25,000</td>
</tr>
<tr>
<td>Perris Community Svcs. Dept: Perris Youth Employment Program</td>
<td>$32,465</td>
</tr>
<tr>
<td>Life Lifters International: Employment Education &amp; Building Trades Program</td>
<td>$30,000</td>
</tr>
<tr>
<td>Community Connect: 211 Riverside County Info &amp; Referral Services</td>
<td>$5,000</td>
</tr>
<tr>
<td>Family Service Association: FSA More than a Meal</td>
<td>$20,000</td>
</tr>
<tr>
<td>Enhance the Gift Ministries: Performing Arts Academy</td>
<td>$5,000</td>
</tr>
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<td><strong>TOTAL PUBLIC SERVICE ALLOCATED</strong></td>
<td><strong>$143,465</strong></td>
</tr>
<tr>
<td><strong>Non-Public Service Allocations</strong></td>
<td></td>
</tr>
<tr>
<td>Perris Engineers Office: Citywide Pedestrian Improvements</td>
<td>$250,000</td>
</tr>
<tr>
<td>Senior Center Renovations Phase III</td>
<td>$371,684</td>
</tr>
<tr>
<td><strong>TOTAL NON-PUBLIC SERVICE ALLOCATED</strong></td>
<td><strong>$621,684</strong></td>
</tr>
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<td><strong>TOTAL ESTIMATED CDBG ALLOCATION</strong></td>
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PUBLIC NOTICE: Notice was published on May 9, 2018, in the Perris Progress Newspaper (consistent with the City’s Citizen Participation Plan) regarding the Action Plan Development and planned Council Meetings to provide citizens with an opportunity to comment on the Annual Action Plan prior to adoption of the plan.
BUDGET (or FISCAL) IMPACT: The fiscal impact to the FY 2018-2019 City Operating Budget is an increase in revenue of $956,438.

Prepared by: Sara Cortes de Pavon, Grants Manager
Reviewed by: Darren Madkin, Assistant City Manager
Reviewed by: Jennifer Erwin, Finance Director
Attachments: Resolution
Public Hearing: X
Attachment #1

RESOLUTION NO. ______


WHEREAS, the City of Perris, pursuant to Federal regulations, and has solicited public input on the FY 2018-2019 Annual Action Plan with proposed funding; and

WHEREAS, the City of Perris, after due consideration and review, has complied with the necessary Federal, State and local regulations and requirements; and

WHEREAS, On March 27, 2018, the City Council considered community development and housing needs and approved preliminary CDBG funding recommendations for the FY 2018-2019 Action Plan; and

WHEREAS, on June 12, 2018, the City Council held a public hearing to solicit input on the FY 2018-2019 Action Plan.

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

SECTION 1. That the City Council approves the recommended funding amounts for projects funded under the Federal CDBG Entitlement Program as indicated in Exhibit A.

SECTION 2. That the City Council hereby authorizes adding the recommended funding amounts to the Action Plan to be submitted to the Department of Housing and Urban Development (HUD) for FY 2018-2019 for the Federal Entitlement Program.

SECTION 3. That the City Council authorizes adding the Citywide Pedestrian Improvements non-public service project to the Fiscal Year 2018-2019 Capital Improvement Program budget.

SECTION 4. That the City Council authorizes the City Manager, or his designee, to execute all documents related to the Fiscal Year 2018-2019 CDBG Entitlement Program.

SECTION 5. That the City Clerk shall attest and certify to the passage of this resolution and it shall thereupon take effect and be in full force.
PASSED, APPROVED, AND ADOPTED ON JUNE 12, 2018, BY THE FOLLOWING VOTE:

__________________________________________________________
MAYOR, MICHAEL M. VARGAS

ATTEST:

__________________________________________________________
City Clerk, Nancy Salazar

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number ____________________________ was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 12th day of June 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

__________________________________________________________
City Clerk, Nancy Salazar

Resolution Exhibits:

**Exhibit A**: Proposed CDBG Allocations
## Exhibit A

### FY 2018-2019 Allocations

#### Administration

<table>
<thead>
<tr>
<th>Program</th>
<th>Allocation</th>
</tr>
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<tr>
<td>CDBG Administration</td>
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#### Public Service Allocations

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**TOTAL PUBLIC SERVICE ALLOCATED**

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**TOTAL ESTIMATED CDBG ALLOCATION**

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<th>Amount</th>
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<tbody>
<tr>
<td>$956,438</td>
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City of Perris
Meeting Date: June 12, 2018


REQUESTED ACTION: ADOPT Resolution No. (Next in order) approving amendment of Engineering Condition No. 28 for the Perris Gateway project.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND/DISCUSSION:

The applicant is requesting that the City Council consider amendment of Engineering Condition of Approval No. 28, for the Perris Gateway project, requiring full off-site street improvements adjacent to existing under developed parcels not included as part of the project fronting W. Oleander Ave. The Perris Gateway Industrial Project was approved by the City Council on January 31, 2017, consisting of a 400,000 square-foot industrial building on approximately 23.66 acres of vacant land. The Project is located at the southeast corner of the I-215 Freeway and Harley Knox Blvd and north of Oleander Avenue.

The request was made because full street-improvements required along the Not-A-Part parcels would significantly impact the existing contractor’s yard operation, as the site layout currently depends on the additional right-of-way for on-site circulation. Full off-site street improvements along the Not-A-Part parcels would be best resolved when further development of this site occurs. The revised condition would remove curb, gutter, sidewalk and landscaping improvements along the area fronting these parcels. Due to the minimum frontage along the Not-A-Part parcels and the fact that it is located on a side street with virtually no pedestrian activity (as it dead ends at the I-215 Freeway), it is not critical that sidewalk improvements be made at this time.

Staff is recommending that the City Council approve requested amendment of Engineering Condition of Approval No. 28. A Mitigated Negative Declaration (MND 2326) was adopted for the Perris Gateway project. The amendment of Conditions does not trigger changes to the previously adopted MND; as such, no further CEQA action is required for the proposed Modification.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant.

Prepared by: Brian Muhu Assistant Planner
Reviewed by: Kenneth Phung, Planning Manager
City Attorney: N/A
Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwitt

Public Hearing: June 12, 2018

Attachments:
1. City Council Resolution No. (Next in order)
2. Revised Engineering Conditions of Approval
3. Project Site Plan
4. Aerial
RESOLUTION NO. (Next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING AN AMENDMENT TO THE ENGINEERING CONDITIONS OF APPROVAL AS APPROVED BY CITY COUNCIL RESOLUTION NO. 5082, RELATED TO DEVELOPMENT PLAN REVIEW 16-00003, SPECIFIC PLAN AMENDMENT 16-05050 & TENTATIVE PARCEL MAP 16-05049 (TPM 37055) TO FACILITATE THE CONSTRUCTION OF A WAREHOUSE BUILDING TOTALING 400,000 SQUARE FEET LOCATED AT THE SOUTHEAST CORNER OF THE I-215 AND HARLEY KNOX BOULEVARD.

WHEREAS, on January 18, 2017, the Planning Commission conducted a duly noticed public hearing on the project and recommended approval of the Perris Gateway project, involving Tentative Parcel Map 37055 (TPM 16-05049), Specific Plan Amendment 16-05050 and Development Plan Review 16-00003, to construct of a 400,000 square-foot industrial building on approximately 23.66 acres of vacant land, located at the southeast corner of the I-215 Freeway and Harley Knox Blvd to the City Council; and

WHEREAS, on January 31, 2017, the City of Perris City Council, by Resolution No. 5082, approved the Project and the Mitigated Negative Declaration (“MND”) for the Project (No.2326) pursuant to the California Environmental Quality Act (“CEQA”) including the Mitigation and Monitoring Program; and

WHEREAS, on January 31, 2017, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard to present evidence, including testimony on the MND and the City Council adopted Resolution 5082 to approve the project; and

WHEREAS, on May 22, 2018, the Project applicant filed a Public Hearing Request application to amend the Engineering Conditions of Approval, requesting removal of requirement for full off-site street improvements adjacent to Not-A-Part parcels fronting W. Oleander Ave., because full improvements required along the Not-A-Part parcels significantly impact the existing contractor’s yard operation, ; and

WHEREAS, a duly noticed public hearing was held on June 12, 2018, by the City Council, at which time all interested persons were given full opportunity to be heard and to present evidence in regards to amending the Engineering Condition No. 28 for the Project by removing requirement for full off-site street improvements adjacent to Not-A-Part parcels fronting W. Oleander Ave; and

WHEREAS, at the duly noticed public hearing on June 12, 2018, the City Council considered all written and oral evidence and testimony, including but not limited to testimony from members of the public and written and oral reports by City staff; and
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

Section 2. The City Council has reviewed and considered the environmental information discussed in the staff report and accompanying attachments and at the duly public hearing held on June 12, 2018, prior to taking action on the Application and determined that the amendment of Engineering Conditions of Approval No. 28 for the foregoing reasons, does not trigger changes to the previously adopted MND; as such, no further CEQA action is required for the proposed amendment to the Engineering Conditions of Approval for this Project.

Section 3. The City Council hereby finds that the Amended Engineering Conditions of Approval, which are attached hereto as Attachment No. 1 and incorporated herein by this reference, do not affect any findings made in City Council Resolution No. 5082, which is incorporated herein by reference, all of which findings remain in full force and effect.

Section 4. The City Council hereby adopts the attached Amended Engineering Conditions of Approval and hereby modifies City Council Resolution No. 5082 by replacing the original Engineering Conditions of Approval found therein with the Amended Engineering Conditions of Approval attached hereto as Attachment No. 1.

Section 5. Except as amended as provided in this Resolution, City Council Resolution No. 5082 remains in full force and effect.

Section 8. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 9. The Mayor shall sign this Resolution and the City Clerk shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 12th day of June 2018.
Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number (Next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 12th day of June 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar
CONDITIONS OF APPROVAL

P8-1271
December 7, 2016, Revised January 17, 2017, Revised June 4, 2018
DPR 16-00003, SPA 16-05050 (Tent. PM 37055)

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedication in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

1. This project is located within the limits of the Perris Valley area drainage plan for which drainage fees have been adopted. Drainage fees shall be paid to the City of Perris prior to issuance of a permit. Fees are subject to change and shall be in the amount adopted at the time of issuance of the permit.

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 stage (100-year) and the nuisance runoff shall be retained within onsite private detention basins and drained to existing underground drainage facilities.
The project shall also comply with conditions stated in RCFC letter dated October 25, 2016.

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 streetlights and existing and new signals at Harley Knox Boulevard with Patterson and the new signal at Western Way shall be maintained by City and partial cost paid for by the property owners through annexation to lighting and landscaping districts. The owner(s) shall also pay their share of maintenance of existing underground RCB drainage facilities from point of connection to Lateral “B” as determined by City Engineer.

6. Prior to approval of any plans by City Engineer, a comprehensive video of existing RCB Box from the proposed connection point and up to the discharge point at Lateral “B” shall be submitted to City Engineer for review. The box shall be cleaned and free from debris as part of this project and so noted on the improvement plans.

7. The development is proposing the use onsite pumps to drain to existing box culvert. The project is required to install emergency pumps at each basin and insure no runoff escape from this site in the event of pump failure.

8. Existing power poles within the project site or along the project boundary (under 65kv), shall be removed and cables undergrounded. Existing pole at most southwesterly corner of the property along Oleander Avenue may be relocated unless otherwise required by SCE.

9. Streetlights shall be installed along perimeter streets adjacent to this site as approved by City Engineer per Riverside County and Southern California Edison standards.

10. 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.

11. The applicant shall submit to City Engineer and Flood Control 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 and Riverside County Standards and coordinated with approved plans for adjacent developments.

12. All pads shall be graded to be a minimum of 1' above 100-year calculated water surface or adjacent finished grade.

13. 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 and new intersections and driveways adjacent to the site to eliminate nuisance runoff.

14. 6' concrete sidewalk, handicap ramps, and driveways shall be installed pursuant to Riverside County and ADA standards and as approved by Planning Department. All driveway approaches shall be constructed per Riverside County standards for Commercial Driveway (Std. 207A) and comply with the ADA requirements.

15. All onsite drainage runoff shall be collected via onsite underground facilities and conveyed to acceptable outlet.

16. 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.

17. Harley Knox Boulevard from Patterson Avenue to I-215 shall be improved on both sides with minimum of 3 lanes in each direction, 14' landscape median, bike lanes (each direction) and dedicated right and left turn pockets at all driveways and intersections in general conformance with the conceptual striping plans prepared by Kuzman Associates, Inc.

18. Traffic index of 11 shall be used for any work on Harley Knox Boulevard and 9 for all other roads. Existing pavement if used shall meet this criteria as determined by City Engineer.

19. The intersections of Harley Knox with Western Way shall be improved to ultimate (all legs) and at minimum shall include a minimum of a dedicated left turn, and a combined thru and right turn lane.

20. Concrete intersection shall be installed per City standards at intersection of Harley Knox with Western Way to accommodate...
truck movements. The limits shall be in general conformance with street exhibit prepared by Thienes Engineering, Inc.

21. New traffic signals shall be installed at intersection of Harley Knox Boulevard with Western Way.

22. Minimum of one RTA stop and City/RTA standard shelter shall be provided along Harley Knox, if approved by the City Engineer and RTA.

23. Truck access to this site shall be limited from I-215 interchange at Harley Knox Boulevard to Western Way.

24. Street improvement plans shall include class II/III bike lane in accordance with the Perris Trails Master Plan, and to match the existing striping east of Patterson Avenue.

25. Prior to issuance of occupancy permit, the applicant shall pay the City $150,000 for their contribution towards implementation of interim and ultimate improvements to I-215/Ramona Expressway, Placentia/I-215 interchange, and other major improvements. This one time contribution is above and beyond RBBD and other City fees and is not reimbursable.

26. Prior to issuance of any permit, the parcel map shall be submitted to City Engineer for review and approval. The map is intended for financing purpose and as such only right of way dedications per above conditions; access restrictions and monumentation is required prior to its recordation.

27. All work within State right-of-way requires their review and approval.

28. Oleander Avenue from easterly terminus to Wade Avenue shall be improved with minimum of 37' new paving, curb, gutter, and sidewalk located 22' north of centerline within dedicated right-of-way. Existing power poles along the south side of street shall be protected as recommended by applicant’s traffic engineer and per SCE guidelines.

**Improvements to Oleander Avenue adjacent to N.A.P. shall be limited to existing right-of-way.**

Oleander Avenue connector shall be improved with 6’ wide sidewalk and to provide for one 11’ wide dedicated left turn lane and one 15’ wide dedicated right in and right out. Sight distance at this location may require additional improvements and shall be determined during plan check as recommended by applicant’s Traffic Engineer.
29. Intersection of Oleander Avenue and Wade Avenue shall be improved to provide for modified knuckle within existing right of way, stop signs, and other signage as determined by City and recommended by applicant's traffic engineer.

30. 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.

31. Reimbursement of costs. 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. 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. 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. Other sources of reimbursement 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.

Habib Motlagh
Habib Motlagh
City Engineer
SUBJECT: Ordinance Amendment 18-050163 – Proposal to amend the Perris Municipal Code, by adding Chapter 7.50 and amending Section 7.02.010(b) prohibiting loud or unruly gatherings on residential property to provide procedures for enforcement.

REQUESTED ACTION: INTRODUCE First Reading of Ordinance No. (next in order) to find the Ordinance Amendment categorically exempt from CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3), and to approve Ordinance Amendment 18-05163 to prohibit loud or unruly gatherings on residential property, as defined therein, and provides procedures for enforcement thereof, based upon the findings contained in the Ordinance.

CONTACT: Grace Williams, Director of Planning and Economic Development

BACKGROUND:

At the direction of the City Council staff coordinated with legal counsel to draft an ordinance to address the proliferation of loud and unruly gatherings (e.g. excessive noise, public intoxication, fights, etc.) in the City of Perris that have become a burden on police resources. These gatherings often require multiple responses to locations of such activity in order to maintain peace and quiet for individuals living in close proximity. In addition, response to these activities can result in delayed police responses to regular and emergency calls, hampering police protection service to the rest of the City. These gatherings constitute a nuisance and a threat to the public health, safety and general welfare. A breakdown summary of police calls related to loud and unruly gatherings from January 1st to May 13th 2018 are provided below:

<table>
<thead>
<tr>
<th>HOURS</th>
<th>CALLS</th>
</tr>
</thead>
<tbody>
<tr>
<td>0600 – 1200</td>
<td>158</td>
</tr>
<tr>
<td>1200 – 1800</td>
<td>288</td>
</tr>
<tr>
<td>1800 – 2400</td>
<td>283</td>
</tr>
<tr>
<td>2400 – 0600</td>
<td>96</td>
</tr>
</tbody>
</table>

In summary, 825 calls were received. Approximately 69% of these calls occurred between 12 pm to 12 am. In order to discourage ongoing occurrences of these loud or unruly gatherings, the proposed ordinance will penalize those responsible for such nuisances through an administrative citation process with a civil fine in the amount of $100 for the first violation, $200 for a second violation and $500 for each additional violation of the same nature within a year. Prior to issuing a citation, a warning notice would be provided to allow residents an opportunity for compliance.

RECOMMENDATION:

Staff recommends that City Council approve the proposed Ordinance Amendment. The Ordinance
Amendment is categorically exempt from CEQA pursuant to Section 15060(c)(2) and 15061(b)(3), as adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment.

BUDGET (or FISCAL) IMPACT:

Cost for staff preparation of this item has been budgeted in the 2017-2018 budget.

Prepared by: Kenneth Phung, Planning Manager

City Attorney: Eric Dunn
Director of Finance: Jennifer Erwin
Assistant City Manager: Clara Miramontes
Assistant City Manager: Darren Madkin

Public Hearing: June 12, 2018

Attachment: City Council Ordinance (Next in order)
ORDINANCE NO. (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING CHAPTER 7.50 OF TITLE 7 OF THE PERRIS MUNICIPAL CODE RELATING TO LOUD OR UNRULY GATHERINGS ON RESIDENTIAL PROPERTY IN THE CITY OF PERRIS AND AMENDING SECTION 7.02.010(b) OF TITLE 7 OF THE PERRIS MUNICIPAL CODE

WHEREAS, the City of Perris (the "City"), pursuant to the police powers delegated to it by Section 7 of Article XI of the California Constitution, has the authority to enact laws which promote the public health, safety, morals and general welfare; and

WHEREAS, the City has the authority to declare what activities constitute a nuisance and eliminate or reduce the occurrence of such nuisance to protect the public health, safety, and general welfare; and

WHEREAS, due to inadequate supervision, some parties or other large gatherings of people frequently become loud or unruly and constitute a nuisance and a threat to the public health, safety, and general welfare as a result of conduct as one or more of the following: excessive noise, excessive traffic, obstruction of public streets or crowds who have spilled over into the streets, obstruction of rights of way by people or vehicles participating in parties or large gatherings, public intoxication, the consumption by and provision of alcohol to minors, fights, disturbance of peace, vandalism, urinating or defecating in public, and litter; and

WHEREAS, at times, the Riverside County Sheriff's Department is required to make multiple responses to locations of such loud or unruly gatherings in order to restore and maintain the peace and protect the public safety; and

WHEREAS, between January 1, 2018, and May 13, 2018, the Riverside County Sheriff's Department responded to approximately 825 calls for service relating to such loud or unruly gatherings; and

WHEREAS, such loud or unruly gatherings are a burden to scarce City resources, and can result in police responses to regular and emergency calls for service being delayed, and police protection to the rest of the City being reduced; and

WHEREAS, loud or unruly gatherings negatively impact and affect both the neighborhoods in which they occur and the public safety resources of the City; and

WHEREAS, loud or unruly gatherings are contrary to the public interest and problems associated with such loud or unruly gatherings are difficult to prevent or deter unless civil fines are imposed; and

WHEREAS, in order to discourage the occurrence of loud or unruly gatherings, the persons responsible for such nuisance created by these loud or unruly gatherings should be penalized;
WHEREAS, pursuant to California Government Code Section 36900(a), a violation of City ordinance is a misdemeanor unless made an infraction; and

WHEREAS, the City Council wishes to add a new Chapter 7.50 of Title 7 of the Perris Municipal Code to address loud or unruly gatherings and make a code violation of this new chapter a misdemeanor in order to protect the public health, safety, and general welfare of Residential Property, and the City Council desires to amend Section 7.02.010(b) of Chapter 7.50 of Title 7 of the Perris Municipal Code to make such activities public nuisances.

THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY ORDAIN AS FOLLOWS:

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

Section 2. CEQA. Based upon its own independent judgment and substantial evidence in the record of proceedings, the City Council finds and determines that, pursuant to CEQA Guidelines, Sections 15060(c)(2) and 15061(b)(3) the Ordinance is not subject to CEQA, because adoption of this Ordinance will not result in a direct or reasonably foreseeable indirect physical change in the environment nor will it have a significant effect upon the environment. Further,

Section 3. New Code Chapter. Chapter 7.50, “Loud or Unruly Gatherings,” is hereby added to Title 7, “Health and Welfare,” of the Perris Municipal Code as follows:

"CHAPTER 7.50. – LOUD OR UNRULY GATHERINGS"

Sec. 7.50.010. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Enforcement Officer means any city official, including but not limited to peace officers of the Riverside County Sheriff Department and code enforcement officers of the city, authorized pursuant to Section 1.16.020 of the Perris Municipal Code to enforce the Perris Municipal Code.

Juvenile means any person under the age of eighteen (18) years old.

Loud or Unruly Conduct, as used in this chapter, includes, without limitation, any or all of the following:

(a) Loud, excessive, unnecessary, unusual, or raucous noise;

(b) Excessive traffic;
(c) Obstruction of public streets or right-of-way, including a sidewalk, by crowds or vehicles;

(d) Public intoxication or drinking in public;

(e) Service of alcoholic beverages to Minors;

(f) Possession or consumption of alcohol by Minors;

(g) Assault, battery, fights, domestic violence or other disturbances of the peace;

(h) Vandalism or destruction of property;

(i) Litter;

(j) Urinating or defecating in public; or

(k) Trespassing.

Loud or Unruly Gatherings means a gathering of persons at any Residential Property for a social occasion or other activity upon which Loud or Unruly Conduct occurs at the Residential Property which threatens or interferes with the public health, safety, or general welfare, or quiet enjoyment of surrounding Residential Property or nearby public property.

Minor means any person under the age of twenty-one (21) years old.

Residential Property means any “dwelling,” as that term is defined by Section 19.08.010, and includes any garage, carport, walkway, yard, patio, or other similar area associated with an individual dwelling.

Responsible Person means:

(a) Any person(s), including any business, company, firm, association, organization, partnership, trust, corporation, or entity, who owns, rents, leases, or otherwise has control or in charge of the Residential Property where Loud or Unruly Gatherings occur;

(b) Any person(s), including any business, company, firm, association, organization, partnership, trust, corporation, or entity, who organizes or sponsors a Loud or Unruly Gathering;

(c) If the Responsible Person is a Juvenile, then the parent(s) or guardian(s) of that Juvenile shall also be considered a Responsible Person and jointly and severally liable for all civil fines.

Sec. 7.50.020. – Loud or Unruly Gatherings Prohibited.
(a) Loud or Unruly Gatherings are unlawful, prohibited, and shall constitute a public nuisance subjecting the Responsible Person to fines or penalties under this chapter. The city may abate a Loud or Unruly Gathering by all reasonable means, including, but not limited to, an order by a peace officer requiring the Loud or Unruly Gathering to be disbanded, the issuance of citations, and/or the arrest by a peace officer of any person(s) committing a criminal violation under this chapter or any other applicable State or local law.

(b) Nothing in this chapter shall be construed to impose liability on a Responsible Person for the conduct of person(s) who are present without the express or implied consent of the Responsible Person, as long as the Responsible Person has taken all steps reasonably necessary to exclude such uninvited person(s) from the Residential Property.

(c) Where an invited guest engages in conduct which the Responsible Person could not reasonably foresee and the conduct is an isolated instance of an invited guest in violation of this chapter which the Responsible Person is unable to reasonably control without the intervention of the city, the unlawful conduct of the invited guest shall not be attributable to the Responsible Person for the purposes of determining whether the event constitutes a Loud or Unruly Gathering.

Sec. 7.50.030. – Mailing and Posting Notice of Violation Regarding a Loud or Unruly Gathering.

(a) Posting of Residential Property. An Enforcement Officer responding to a Loud or Unruly Gathering shall issue and attach upon the front entrance of the Residential Property at which the Loud or Unruly Gathering occurs a notice as follows:

1. That the intervention was necessary as a result of a public nuisance caused by a Loud or Unruly Gathering;

2. The date and time of the intervention;

3. The name of the Responsible Party, or other person, who has violated this chapter;

4. The address of the Residential Property of the Loud or Unruly Gathering, along with a description of the Loud or Unruly Conduct observed;

5. The municipal ordinance violation number and description;

6. The name and agency of the city that responded to the Loud or Unruly Gathering, the contact information of the agency of the city that responded to the Loud or Unruly Gathering, and the name of the Enforcement Officer;
(7) A statement that any subsequent Loud or Unruly Gathering within 60 days from the date of the prior Loud or Unruly Gathering may result in the issuance or further issuance of a citation and the imposition of fines and/or penalties against the Responsible Person;

(8) The amount of the fine or potential fine;

(9) That it is unlawful to remove, alter, tamper with or deface the notice.

(10) The notice shall be a minimum of 8½” x 11” in size, have black letters on contrasting background paper, and be made of durable material;

(11) The notice shall also be mailed to the Responsible Party, at their last known address as the same appears in the public records of the City.

(b) Without the written consent of the city, it shall be unlawful for any person to remove, alter, tamper with or deface a posted notice described in Section 7.50.030(a) prior to the expiration of 60 day period from the date of posting.

(c) Without the written consent of the city, it shall be unlawful and subject to a civil fine for any Responsible Person who owns, rents, leases, or otherwise has control of the Residential Property where a notice has been posted of a Loud or Unruly Gathering to allow the removal, alteration, tampering with, or defacement of the posted notice of a loud or unruly gathering from the Residential Property prior to the expiration of the entire 60 day period from the date of posting.

(d) Mailing to Owner. If a notice is posted pursuant to Section 7.50.030(a) and the owner of the Residential Property is different than any Responsible Person who received a citation or notice at or near the time of posting the notice, a notice concerning the Loud or Unruly Gathering shall be mailed to such Owner of the Residential Property at the address shown on Riverside County’s last equalized property tax assessment roll or the supplemental roll, whichever is more current. The notice shall advise the Owner that any subsequent Loud or Unruly Gathering that is the subject of the notice may result in civil fines as established by this chapter.

Sec. 7.50.040 – Second and Subsequent Responses - Citation.

(a) If, after posting of a notice pursuant to Section 7.50.040, an Enforcement Officer is required to respond to a Residential Property a second or subsequent time, then the City may issue a citation to the Responsible Person for a violation of this Chapter. The citation shall be served either by personal service on the Responsible Person or by deposit in the mail for delivery by the United States
Postal Service, in a seal envelope, postage prepaid, addressed to such Responsible Person to be notified, at their last known address as the same appears in the public records of the City.

(b) The citation or notice of violation shall include the following information:

(i) The name of the Responsible Person;

(ii) The address of the Residential Property where the Loud or Unruly Gathering Occurred;

(iii) The date and time of the response by an Enforcement Officer to the Loud or Unruly Gathering;

(iv) A summary description of the Loud or Unruly Conduct;

(v) The name of the peace officer who ordered the Loud or Unruly Gathering disbanded, the name of the Enforcement Officer who issued citations, or the name of the Enforcement Officer who posted the Residential Property, as applicable;

(vi) An order prohibiting the continuation or repeated occurrence of the violation;

(vii) A statement concerning the amount of the civil fine imposed and an explanation of how and when to pay the civil fine;

(viii) Notification of the right to appeal, including the time within which the violation may be contested and the place to submit a written appeal; and

(ix) Notification that the City may impose a lien on the subject property, or pursue other lawful means to collect the civil fine, in the event of nonpayment of any civil fines.

Sec. 7.50.050. -- Fines and Penalties for Violations.

(a) Any Responsible Person or any other person(s) in violation of this chapter shall be subject to the following civil fines, issued by the city through an administrative citation pursuant to Chapter 1.18:

(1) A civil fine of $100 for a first violation;

(2) A civil fine of $200 for a second violation;

(3) A civil fine of $500 for each additional violation of the same provision within a year.

(b) Any violation of this chapter shall be a misdemeanor that is punishable by imprisonment for a period not exceeding six (6) months, or a fine not exceeding
$1,000, or both. In the discretion of the enforcing authority, a violation of this chapter may also be charged and prosecuted as an infraction that is punishable pursuant to Section 1.16.010(b).

(c) Each day that a violation occurs or continues shall be regarded as a new and separate offense.

Sec. 7.50.060 – Administrative Appeal Process.

Unless otherwise specified herein, all administrative citations for violations of this chapter shall be subject to the administrative process and related provisions set forth in Section 1.18, “Administrative Enforcement of Perris Municipal Ordinance Violations,” including but not limited to, the administrative hearing and appeal process.

Sec. 7.50.070 – Cumulative Remedies.

The remedies provided under this chapter are cumulative and non-exclusive, and shall not restrict the city’s ability to pursue any other remedy to which it is entitled under law or equity. Nothing in this chapter shall be deemed to preclude the imposition of any criminal penalty, nor shall anything in this chapter be deemed to conflict with any penalty or provision under state law, or prohibit any conduct authorized by the state of federal constitution.

Sec. 7.50.080. – Severability.

It is hereby declared to be the intention of the city council that the sections, paragraphs, sentences, clauses and phrases of this chapter are severable, and if any phrase, clause, sentence, paragraph or section of this chapter shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this chapter, since the same would have been enacted by the city council without the incorporation in the chapter of any such unconstitutional phrase, clause, sentence, paragraph or section.”

Section 4. Amendment to Section 7.02.010(b). Section 7.02.010(b), “Public Nuisances” of Chapter 7.02 of Title 7 of the Perris Municipal Code is hereby amended in its entirety, with all other subsections remaining the same, to read as follows (new text is identified in **bold italics**, deleted text in *strike through*):

“(b) The city council has declared various conditions to be public nuisances and has provided procedures for the abatement, removal or elimination of those public nuisances. The following nuisances shall be abated in accordance with the procedures set forth in their respective chapters:

Abandoned Vehicles  Chapter 7.30
Section 5. Severability. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance or any part thereof is for any reason held to be unconstitutional or otherwise unenforceable, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declare that they would have passed each subsection, subdivision, paragraph, sentence, clause, or phrase thereof, irrespective of the fact that any one or more subsection, subdivision, paragraph, sentence, clause, or phrase be declared unconstitutional or otherwise unenforceable.

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

Section 7. Certification. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTEO, SIGNED and APPROVED this ___ day of ________, 2018.

ATTEST:

MAYOR, MICHAEL M. VARGAS

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 Ordinance Number ______ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of ______, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

________________________
City Clerk, Nancy Salazar
CITY COUNCIL
AGENDA SUBMITTAL

June 12, 2018

SUBJECT: Ordinance Amendment 18-05113 – To amend Zoning Code Section 19.75.140, Temporary Signs, of the Perris Municipal Code Sign Regulations to extend the permitted display of “Grand Opening” signs to 45 days, and to clarify permit requirements and the duration of display for other temporary signs.

REQUESTED ACTION: INTRODUCE First Reading of Ordinance No. (next in order) to find the Ordinance Amendment categorically exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs), and to approve Ordinance Amendment 18-05113, based on the findings contained in the Ordinance.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

Background

On May 9, 2018, the Planning Commission voted 6-1 (6 ayes and 1 absent) to recommend extending the display duration of “Grand Opening” banners from 30 days to 45 days, and approving minor changes to temporary sign permit requirements in Zoning Code Section 19.75.140, Temporary Signs. The Planning Commission modified staff’s initial recommendation for a 90-day display period for “Grand Opening” banners from 90 days to 45 days.

The proposed update to Section 19.75.140 of the City of Perris Zoning Ordinance as it pertains to “Temporary Signs”, and to consider an extension of display time on “Grand Opening” banners for new businesses in order to “promote and protect private investment in buildings and open space” was at the direction of the City Council. To provide a reasonable system of control and consistency pertaining to signs in, and throughout, the City Chapter 19.75 of the Zoning ordinance outlines the follow key goals for signage criteria:

1) Provide a reasonable system of sign control, integrated within and as a part of the comprehensive zoning plan set forth by this Code. 2) To enhance the economic value of the City through the uniform regulation of development standards for the size, height, location, and illumination of signs. 3) To protect public and private investment in buildings and open space. 4) To preserve and improve the appearance of the City as a benefit to residents and those employed here, and as an attraction to others who come to visit or trade. 5) To attract and direct persons to a variety of activities and enterprises for the maximum public convenience. 6) To encourage sign compatibility with the land use. 7) To reduce traffic and safety hazards to motorists and pedestrians through sound sign practices. 8) To encourage a desirable urban character with a minimum of overhead clutter. 9) To avoid a profusion of
sign displays confusing to the public. 10) To encourage and incentivize well-designed signs and provide grounds for latitude regarding well-designed sign relationships. 11) To promote the public health, safety and general welfare of the City. (p. 19.75-1)

In reviewing Section 19.75.140, staff noted that while display durations and permit requirements within the Code attempt to meet the aforementioned goals, the guidance emphasized the avoidance of hazards related to “urban” settings. Clarifications were needed to support the emerging economic, and more rural, environment within the City. As such, Ordinance Amendment 18-05113 provides additional requirements for temporary signs, including an extension of display time for Grand Opening signs from 30 to 45 days.

Grand Opening Banner Survey

To learn how other cities in the local area addressed the display of temporary “Grand Opening“ banners, staff conducted a survey of seven surrounding cities to determine their requirements:

<table>
<thead>
<tr>
<th>CITY</th>
<th>DISPLAY DURATION</th>
<th>INTERVAL BETWEEN DISPLAYS</th>
<th>MAXIMUM DAYS PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>MORENO VALLEY</td>
<td>60 DAYS</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>LAKE ELSINORE</td>
<td>30 DAYS</td>
<td>30 DAYS</td>
<td>120 DAYS</td>
</tr>
<tr>
<td>HEMET</td>
<td>45 DAYS</td>
<td>30 DAYS</td>
<td>NA</td>
</tr>
<tr>
<td>MENIFEE</td>
<td>45 DAYS</td>
<td>NA</td>
<td>90 DAYS</td>
</tr>
<tr>
<td>MURRIETA</td>
<td>30 DAYS</td>
<td>NA</td>
<td>120 DAYS</td>
</tr>
<tr>
<td>RIVERSIDE</td>
<td>30 DAYS</td>
<td>NA</td>
<td>60 DAYS</td>
</tr>
<tr>
<td>SAN JACINTO</td>
<td>45 DAYS</td>
<td>45 DAYS</td>
<td>180 DAYS</td>
</tr>
</tbody>
</table>

The survey results indicate that most nearby cities limit the display time of grand opening banners to a maximum of 30-45 days, and the frequency of banner display from two to four times a year. Since the City of Perris seeks to enhance the economic value of the City, staff recommends the display period for temporary “Grand Opening” banners (Section 19.75.140.C.1) be extended to 45 days, as recommended by the Planning Commission, with no limit or required interval between displays, as long as the business complies with the following permit application requirements:

“Grand Opening” signs will be permitted within 45 days of a business opening, change of ownership or management, or change of use, with verification of a new business license or change to an existing business license, as part of the application process.

Proposed Clarifications to Sign Regulations

To ensure that business owners have all the information necessary to design, permit and display their temporary signs, minor changes are proposed to Section 19.75.140 regarding time limits and permit requirements for other types of temporary signage, as follows:
Section 19.75.140.C.2. Window Signs. Clarification will be provided that this type of temporary window sign is for special events such as fundraisers, rodeos or circuses, or other types of events of limited duration. These signs may be displayed for a total of 14 days leading up to and including the event, and must be removed within seven days of the conclusion of the event. The number of times per year and that a permit is required for each occurrence was also included.

Section 19.75.140.C.3. Vertical Banner Signs. The length of display time, intervals of display, and total display annually was added for vertical banner signs, and a minor edit regarding banner dimensions was moved up in the paragraph to be consistent with the other temporary sign requirements. A permit requirement was added for each 30-day display period.

Section 19.75.140.C.4. Temporary Commercial Event Signs. This section is intended to address ancillary devices used to attract public attention to events advertised by a business, in conjunction with temporary banners and/or window signs. These devices include balloons, festoons, statuary, pennants and flags that may be permitted when added to the temporary sign application. These devices do not include the items listed in Section 19.75.090, Prohibited Signs, which includes inflatable signs, figural balloons, humanoid figures, and signs with emissions of smoke, vapor, particles, sound or odor, or flashing lights.

Section 19.75.140.D, Temporary Sign Maintenance. A provision found in Section 19.75.140.C.2, Window Signs, regarding sign maintenance should apply to all temporary signs, and is not covered by Section 19.75.180, Sign Maintenance, which applies only to permanent sign structures and allows 14 days for compliance. Since the display period for some temporary signs is 14 days, a separate maintenance provision for temporary signs was needed and has been added as Section 19.75.140.D.

Staff recommends that the City Council find the Ordinance Amendment 18-05113 categorically exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs), and approve the Ordinance Amendment based on the findings contained in the Ordinance.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is included in the existing 2017-2018 General Fund.

Prepared by: Diane Sbardellati, Associate Planner
Reviewed by: Kenneth Phung, Planning Manager

Public Hearing: June 12, 2018

Assistant City Manager: Darren Madkin
Assistant City Manager: Clara Miramontes
Director of Finance: Jennifer Erwin

Attachments:
1. City Council Ordinance (next in order)
2. Revised Zoning Code Chapter 19.75.140, Temporary Signs, Zoning Code Chapter 19, Sign Regulations
3. Planning Commission Staff Report and Resolution dated May 9, 2018
ORDINANCE NUMBER (next in order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE AMENDMENT 18-05113 TO AMEND CHAPTER 19.75.140, TEMPORARY SIGNS, TO EXTEND THE DISPLAY TIME FOR GRAND OPENING BANNERS, AND TO CLARIFY OTHER TEMPORARY SIGN REGULATIONS, AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15311(a), ACCESSORY STRUCTURES, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the City of Perris supports and will assist new businesses by amending Chapter 19.75.140, Temporary Signs, to extend the display time for grand opening banners from 30 days to 90 days; and

WHEREAS, Ordinance Amendment 18-05113 also clarifies regulations regarding temporary signs by including purpose, display periods, and the number of times per year that various temporary signs may be displayed; and

WHEREAS, on May 9, 2018, the Planning Commission conducted a special and legally noticed public hearing for Ordinance Amendment 18-05113, and recommended approval of the project to City Council after considering public testimony and accompanying documents; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council hereby determines that the project is Categorically Exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15311(a), Accessory Structures, the City Council hereby adopts a Categorical Exemption in accordance with the provisions of the California Environmental Quality Act.

Section 3. Based on the information contained in the supporting exhibits, this City Council finds, regarding the proposed amendment to Chapter 19.75.140, as it pertains to temporary signs, as follows:

Ordinance Amendment 18-05113

A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment.
B. The proposed Ordinance Amendment will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance.

C. The proposed Ordinance Amendment will not have a negative effect on public health, safety, or the general welfare of the community.

Section 4. The City Council therefore finds the proposed project exempt from California Environmental Quality Act pursuant to Section 15311(a), Accessory Structures, and approves Ordinance Amendment 18-05113 to amend Zoning Code Chapter 19.75.140, Temporary Signs, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 12th day of June, 2018.

Mayor, Michael M. Vargas

Attest:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on 12th day of June, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

City Clerk, Nancy Salazar

Attachment: Revised Zoning Code Chapter 19.75.140, Temporary Signs
The following regulations shall apply to temporary sign displays:

A. Application and Permit Required. A Temporary Sign Permit is required before any temporary sign is placed on a site. The following information is required for submittal of a temporary sign permit application:
   1. A completed application form and fee.
   2. Plans drawn to scale indicating the sign area, dimensions, proposed copy, colors, materials and method of illumination, if any.
   3. Site plan indicating the location of the proposed sign on the subject property.

B. Approval. An application for a temporary sign permit shall be reviewed and approved by the Planning Division, subject to the regulations for each sign type as contained in this Section.

C. A Temporary Sign Permit shall be required for the following:
   1. Grand Opening Banners. One (1) banner not exceeding 60 square feet shall be allowed for a period not exceeding 90 consecutive days per calendar year for a business opening, change of ownership or management, or change of use, with verification of a new business license or change to an existing business license, as part of the permit application process. Newly opened or reopened establishments at the site on the building frontage where the banner is to be displayed. The banner shall be stretched and secured flat against the building surface and shall not extend higher than the building eave or the building parapet wall. A separate permit application is required for each occurrence.
   2. Window Signs for Special Events. No more than three (3) temporary signs not exceeding a combined twenty-five (25%) percent of the total window area, or a combined area of forty (40) square feet, whichever area is less, may be displayed up to 14 days in the window area of each building frontage throughout the duration of an event. Such signs may be painted directly onto the window in water-soluble paints or constructed of paper, wood, fabric, plastic, vinyl or similar materials and securely adhered to, or oriented toward the street or public right-of-way. All paper signs must be mechanically printed. Such signs must remain in good condition and Signs shall be removed within seven (7) days of the conclusion of the event, and will be permitted a maximum of four (4) times during the calendar year. A separate permit application is required for each occurrence.
   3. Vertical Banner Signs. Not more than four freestanding vertical banners may be displayed per street frontage, at a distance of not less than 20 feet apart, no closer than five feet from the property line and public right of way. Vertical banners shall not exceed 15 square feet and 10 feet in height. Signs may be displayed a maximum of 30 days. Such temporary signs may be permitted and erected again after an interval of 45 days, and in no case shall the vertical banners exceed 90 total days of display per calendar year. Vertical banners shall not exceed 15 square feet and 10 feet in height.
4. **Temporary Commercial Event Signs.** Other types of temporary signage including balloons, festoons, statuary, pennants and flags are **may be included in the temporary sign permitted**, subject to Planning Division review and approval **in conjunction with the temporary signs described above**, and as required by other sections of this code.

**D. All-D.** Temporary signs shall be maintained in good condition. Any damaged or faded sign shall be replaced within 72 hours.

**D.E. Model Home Complex Signs.** All signs for model units associated with new single-family developments and multi-family developments shall require a temporary sign permit. Model units for multi-family and single-family developments are permitted as follows:

1. Up to five flags, with an additional two flags permitted per each model home within the complex, or every 50 units contained within the multi-family development.
2. One on-site identification sign not to exceed 12 square feet in area and not more than 8 feet in height.
3. Directional signs for parking areas, model home entrance and sales office area. No sign shall be more than two square feet in area, and four feet in height if freestanding, or six feet from finished grade if attached to a structure.
4. Each model shall be permitted one sign two square feet in area and four feet in height if freestanding, or six feet from finished grade if attached to the home.
5. All model home complex signs shall be removed within 10 days from the closure of the model home complex.
6. All signage for multi-family development shall be permitted upon the opening of a complex and until 80 percent of the complex is rented/sold or for a period of time not to exceed 12 months from opening date, whichever comes first. A 6-month extension may be granted, if less than 80 percent of the complex is occupied.

**E.F. Directional Subdivision Signs.** A temporary sign permit is required prior to the placement of a directional subdivision sign either on or off the subject property. Off-site signs are limited to a maximum of two signs located on Collector and Arterial streets only, and not within the public right of way. Such signs shall not exceed 32 square feet and/or 10 feet in height. These signs may be allowed at the discretion of the Planning Division in addition to a City-approved off-site directional sign program for subdivisions.

**19.75.150 SIGN PROGRAMS**

**A. Sign Program or Plan Required.** A sign program (sign plan, master sign plan) shall be prepared for all new commercial, office or industrial projects, or any multi-tenant buildings or group of buildings, having four or more tenant or occupant spaces on a lot or combination of lots subject to a common development permit or plan. Existing developments aspiring to comply with this code shall be permitted to apply for a master
PLANNING COMMISSION
AGENDA SUBMITTAL

May 9, 2018 Special Meeting

SUBJECT: Ordinance Amendment 18-05113 – To amend Zoning Code Section 19.75.140, Temporary Signs, of the Perris Municipal Code Sign Regulations to extend the permitted display of “Grand Opening” signs to 90 days, and to clarify permit requirements and the duration of display for other temporary signs.

REQUESTED ACTION: Adopt Resolution No. 18-17 recommending that City Council find the Ordinance Amendment categorically exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs) and approve Ordinance Amendment 18-05113, based on the findings contained in the Resolution.

CONTACT: Dr. Grace Williams, Director of Planning and Economic Development

BACKGROUND:

In April of 2018, the Perris City Council directed staff to review Section 19.75.140 of the City of Perris Zoning Ordinance as it pertains to “Temporary Signs”, and consider an extension of display time on “Grand Opening” banners for new businesses in order to “promote and protect private investment in buildings and open space”. To provide a reasonable system of control and consistency pertaining to signs in, and throughout, the City Chapter 19.75 of the Zoning ordinance outlines the follow key goals for signage criteria:

1) Provide a reasonable system of sign control, integrated within and as a part of the comprehensive zoning plan set forth by this Code. 2) To enhance the economic value of the City through the uniform regulation of development standards for the size, height, location, and illumination of signs. 3) To protect public and private investment in buildings and open space. 4) To preserve and improve the appearance of the City as a benefit to residents and those employed here, and as an attraction to others who come to visit or trade. 5) To attract and direct persons to a variety of activities and enterprises for the maximum public convenience. 6) To encourage sign compatibility with the land use. 7) To reduce traffic and safety hazards to motorists and pedestrians through sound sign practices. 8) To encourage a desirable urban character with a minimum of overhead clutter. 9) To avoid a profusion of sign displays confusing to the public. 10) To encourage and incentivize well-designed signs and provide grounds for latitude regarding well-designed sign relationships. 11) To promote the public health, safety and general welfare of the City. (p. 19.75-1)

In reviewing Section 19.75.140 staff noted that while display durations and permit requirements within the Code attempt to meet the aforementioned goals, the guidance emphasized the avoidance
of hazards related to "urban" settings. Clarifications were needed to support the emerging economic, and more rural, environment within the City. As such, Ordinance Amendment 18-05113 provides additional requirements for temporary signs, including an extension of display time for Grand Opening signs from 30 to 90 days.

Survey Regarding Grand Opening Banner Displays:

Currently the Perris Sign Ordinance permits the display of grand opening banners for 30 days. To learn how other cities in the local area addressed the display of temporary "Grand Opening" banners, staff conducted a survey of surrounding cities to determine their requirements. Information was collected from seven cities: Hemet, San Jacinto, Moreno Valley, Riverside, Menifee, Murrieta, and Lake Elsinore, as seen in the table below:

<table>
<thead>
<tr>
<th>CITY</th>
<th>DISPLAY DURATION</th>
<th>INTERVAL BETWEEN DISPLAYS</th>
<th>MAXIMUM DAYS PER YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>MORENO VALLEY</td>
<td>60 DAYS</td>
<td>NA</td>
<td>NA</td>
</tr>
<tr>
<td>LAKE ELSINORE</td>
<td>30 DAYS</td>
<td>30 DAYS</td>
<td>120 DAYS</td>
</tr>
<tr>
<td>HEMET</td>
<td>45 DAYS</td>
<td>30 DAYS</td>
<td>NA</td>
</tr>
<tr>
<td>MENIFEE</td>
<td>45 DAYS</td>
<td>NA</td>
<td>90 DAYS</td>
</tr>
<tr>
<td>MURRIETA</td>
<td>30 DAYS</td>
<td>NA</td>
<td>120 DAYS</td>
</tr>
<tr>
<td>RIVERSIDE</td>
<td>30 DAYS</td>
<td>NA</td>
<td>60 DAYS</td>
</tr>
<tr>
<td>SAN JACINTO</td>
<td>45 DAYS</td>
<td>45 DAYS</td>
<td>180 DAYS</td>
</tr>
</tbody>
</table>

The survey results indicate that most nearby cities limit the display of grand opening signs to a maximum of 30-45 days, up to four times a year. Since the City of Perris provides a less urban environment than those identified above and Council wishes to uphold the goals for temporary signs within the Code to not only enhance the economic value of the City, protect public or private investments in properties within the city and attract persons to a variety of activities and enterprises for the maximum public convenience within the City, staff recommends allowing a longer display time for grand opening banners in the City of Perris. Therefore, it is recommended that the display period for temporary "Grand Opening" banners (Section 19.75.140.C.1) be extended to 90 days, with no limit or required interval between displays, as long as the business complies with the permit application requirements, as follows: "Grand Opening" signs will be permitted within 90 days of a business opening, change of ownership or management, or change of use, with verification of a new business license or change to an existing business license, as part of the application process.

To further uphold the goals of the Code under Section 19.75, staff offers the following additional guidance regarding time limits and permit requirements for other types of temporary signage:

Section 19.75.140.C.2. Window Signs. Clarification will be provided that this type of temporary window sign is for special events such as fundraisers, rodeos or circuses, or other types of events of limited duration was added. These signs may be displayed for a total of 14 days leading up to
and including the event, and must be removed within seven days of the conclusion of the event. The number of times per year and that a permit is required for each occurrence was also included.

**Section 19.75.140.C.3. Vertical Banner Signs.** The length of display time, intervals of display, and total display annually was added for vertical banner signs, and a minor edit regarding banner dimensions was moved up in the paragraph to be consistent with the other temporary sign requirements. A permit requirement was added for each 30-day display period.

**Section 19.75.140.C.4. Temporary Commercial Event Signs.** This section is intended to address ancillary devices used to attract public attention to events advertised by a business, in conjunction with temporary banners and/or window signs. These devices include balloons, festoons, statuary, pennants and flags that may be permitted when added to the temporary sign application. These devices do not include the items listed in **Section 19.75.090, Prohibited Signs**, which includes inflatable signs, figural balloons, humanoid figures, and signs with emissions of smoke, vapor, particles, sound or odor, or flashing lights.

**Section 19.75.140.D, Temporary Sign Maintenance.** A provision found in Section 19.75.140.C.2, Window Signs, regarding sign maintenance should apply to all temporary signs, and is not covered by Section 19.75.180, Sign Maintenance, which applies to permanent sign structures and allows 14 days for compliance. Since the display period for some temporary signs is 14 days, a separate maintenance provision for temporary signs was needed and has been added as Section 19.75.140.D.

Staff recommends that the Planning Commission adopt Resolution No. 18-17 recommending that City Council find the Ordinance Amendment 18-05113 categorically exempt from the California Environmental Quality Act (CEQA) guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs) and approve the Ordinance Amendment based on the findings contained in the Resolution.

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**BUDGET (or FISCAL) IMPACT:** The cost for staff preparation of this item is included in the existing 2017-2018 General Fund.

**Prepared by:** Diane Shardellati, Associate Planner

**Reviewed by:** Kenneth Phung, Planning Manager

**Public Hearing:** May 9, 2018

**Exhibits:**
- A – Planning Commission Resolution No. 18-17
- B – Revised Zoning Code Chapter 19.75.140, Temporary Signs, of Zoning Code Chapter 19, Sign Regulations
- C – Draft Ordinance No. (Next in Order) for City Council Approval
RESOLUTION NUMBER 18-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, RECOMMENDING THAT THE CITY COUNCIL APPROVE ORDINANCE AMENDMENT 18-05113 TO AMEND CHAPTER 19.75.140, TEMPORARY SIGNS, TO EXTEND THE DISPLAY TIME FOR GRAND OPENING BANNERS, AND TO CLARIFY OTHER TEMPORARY SIGN REGULATIONS, AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15311(a), ACCESSORY STRUCTURES, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the City of Perris supports and desires to assist new businesses by amending Chapter 19.75.140, Temporary Signs, to extend the display time for grand opening banners from 30 days to 90 days; and

WHEREAS, Ordinance Amendment 18-05113 also clarifies regulations regarding temporary signs by including purpose, display periods, and the number of times per year that various temporary signs may be displayed; and

WHEREAS, on May 9, 2018, the Planning Commission conducted a special and legally noticed public hearing for Ordinance Amendment 18-05113, and recommended approval of the project to City Council after considering public testimony and accompanying documents; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The Planning Commission has reviewed and considered the proposed ordinance and attachments. The Planning Commission further finds and determines that the City has complied with the California Environmental Quality Act and the project is Categorically Exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs), and that this determination reflects the independent judgment of the Planning Commission.

Section 3. Based on the information contained in the agenda submittal and supporting exhibits, this Commission finds, in regards to the proposed Ordinance Amendment to amend Chapter 19.75.140, Temporary Signs, as follows:
Ordinance Amendment 18-05113:

A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment. The California Environmental Quality Act (CEQA) Guidelines state that the project is Categorically Exempt pursuant to Section 15311(a), Accessory Structures, as they pertain to on-site signs.

B. The proposed Ordinance Amendment will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance because the purpose of the Ordinance Amendment is to support and promote commerce and industry to provide jobs for residents at all economic levels, pursuant to Goal III of the Land Use Element of the General Plan. The Zoning Code specifically outlines the requirements for obtaining sign permits so that signs displayed in the City of Perris do not detract from the building architecture, provide an inappropriate distraction to members of the public, or allowed to become damaged or unsightly.

C. The proposed Ordinance Amendment will not have a negative effect on public health, safety, or the general welfare of the community because the Sign Ordinance in its entirety, including the provisions for display of temporary signs, are designed to promote aesthetically-pleasing signs that enhance the built environment and support and promote local business.

Section 4. The Planning Commission hereby recommends that the City Council approve Ordinance Amendment 18-05113 to extend the time allowed for display of Grand Opening signs, and add provisions to Zoning Code Chapter 19.75.140, Temporary Signs, based on the findings presented herein.

Section 5. The Planning Commission declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Chairperson shall sign and the Secretary shall certify to the passage and adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 9th day of May 2018.

_________________________________________
CHAIRPERSON, PLANNING COMMISSION

Attest:

_________________________________________
Secretary, Planning Commission
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF PERRIS

1. Kenneth Phung, Designee Secretary of the Planning Commission of the City of Perris, do hereby certify that the foregoing Resolution Number 18-17 was duly adopted by the Planning Commission of the City of Perris at a special meeting thereof held on the 9th day of May 2018, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

__________________________
Designee Secretary of the Planning Commission

Attachment: Zoning Code Chapter 19.75.140, Temporary Signs
19.75.140 TEMPORARY SIGNS

The following regulations shall apply to temporary sign displays:

A. Application and Permit Required. A Temporary Sign Permit is required before any temporary sign is placed on a site. The following information is required for submittal of a temporary sign permit application:
   1. A completed application form and fee.
   2. Plans drawn to scale indicating the sign area, dimensions, proposed copy, colors, materials and method of illumination, if any.
   3. Site plan indicating the location of the proposed sign on the subject property.

B. Approval. An application for a temporary sign permit shall be reviewed and approved by the Planning Division, subject to the regulations for each sign type as contained in this Section.

C. A Temporary Sign Permit shall be required for the following:
   1. Grand Opening Banners. One (1) banner not exceeding 60 square feet shall be allowed for a period not exceeding 90 consecutive days per calendar year for a business opening, change of ownership or management, or change of use, with verification of a new business license or change to an existing business license, as part of the permit application process. Newly opened or reopened establishments at the site on the building frontage where the banner is to be displayed. The banner shall be stretched and secured flat against the building surface and shall not extend higher than the building eave or the building parapet wall. A separate permit application is required for each occurrence.
   2. Window Signs for Special Events. No more than three (3) temporary signs not exceeding a combined twenty-five (25%) percent of the total window area, or a combined area of forty (40) square feet, whichever area is less, may be displayed up to 14 days in the window area of each building frontage throughout the duration of an event. Such signs may be painted directly onto the window in water-soluble paints or constructed of paper, wood, fabric, plastic, vinyl or similar materials and securely adhered to, or oriented toward the street or public right-of-way. All paper signs must be mechanically printed. Such signs must remain in good condition and shall be removed within seven (7) days of the conclusion of the event, and will be permitted a maximum of four (4) times during the calendar year. A separate permit application is required for each occurrence.
   3. Vertical Banner Signs. Not more than four freestanding vertical banners may be displayed per street frontage, at a distance of not less than 20 feet apart, no closer than five feet from the property line and public right of way. Vertical banners shall not exceed 15 square feet and 10 feet in height. Signs may be displayed a maximum of 30 days. Such temporary signs may be permitted and erected again after an interval of 45 days, and in no case shall the vertical banners exceed 90 total days of display per calendar year. Vertical banners shall not exceed 15 square feet and 10 feet in height.
4. **Temporary Commercial Event Signs.** Other types of temporary signage including balloons, festoons, statuary, pennants and flags are may be included in the temporary sign permitted, subject to Planning Division review and approval in conjunction with the temporary signs described above, and as required by other sections of this code.

D. **Temporary Signs Shall be Maintained in Good Condition.** Damaged or faded signs shall be replaced within 72 hours.

E. **Model Home Complex Signs.** All signs for model units associated with new single-family developments and multi-family developments shall require a temporary sign permit. Model units for multi-family and single-family developments are permitted as follows:
   1. Up to five flags, with an additional two flags permitted per each model home within the complex, or every 50 units contained within the multi-family development.
   2. One on-site identification sign not to exceed 12 square feet in area and not more than 8 feet in height.
   3. Directional signs for parking areas, model home entrance and sales office area. No sign shall be more than two square feet in area, and four feet in height if freestanding, or six feet from finished grade if attached to a structure.
   4. Each model shall be permitted one sign two square feet in area and four feet in height if freestanding, or six feet from finished grade if attached to the home.
   5. All model home complex signs shall be removed within 10 days from the closure of the model home complex.
   6. All signage for multi-family development shall be permitted upon the opening of a complex and until 80 percent of the complex is rented/sold or for a period of time not to exceed 12 months from opening date, whichever comes first. A 6-month extension may be granted, if less than 80 percent of the complex is occupied.

F. **Directional Subdivision Signs.** A temporary sign permit is required prior to the placement of a directional subdivision sign either on or off the subject property. Off-site signs are limited to a maximum of two signs located on Collector and Arterial streets only, and not within the public right of way. Such signs shall not exceed 32 square feet and/or 10 feet in height. These signs may be allowed at the discretion of the Planning Division in addition to a City-approved off-site directional sign program for subdivisions.

19.75.150 **SIGN PROGRAMS**

A. **Sign Program or Plan Required.** A sign program (sign plan, master sign plan) shall be prepared for all new commercial, office or industrial projects, or any multi-tenant buildings or group of buildings, having four or more tenant or occupant spaces on a lot or combination of lots subject to a common development permit or plan. Existing developments aspiring to comply with this code shall be permitted to apply for a master sign plan retroactively. A “common development permit or plan” means any parcel map.
ORDINANCE NUMBER next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TO AMEND CHAPTER 19.75.140, TEMPORARY SIGNS, TO EXTEND THE DISPLAY TIME FOR GRAND OPENING BANNERS, AND TO CLARIFY OTHER TEMPORARY SIGN REGULATIONS, AND FIND THE PROJECT EXEMPT FROM CEQA PURSUANT TO SECTION 15311(a), ACCESSORY STRUCTURES, AND MAKE FINDINGS IN SUPPORT THEREOF.

WHEREAS, the City of Perris supports and desires to assist new businesses by amending Chapter 19.75.140, Temporary Signs, to extend the display time for grand opening banners from 30 days to 90 days; and

WHEREAS, Ordinance Amendment 18-05113 also clarifies regulations regarding temporary signs by including purpose, display periods, and the number of times per year that various temporary signs may be displayed; and

WHEREAS, on May 9, 2018, the Planning Commission conducted a special and legally noticed public hearing for Ordinance Amendment 18-05113, and recommended approval of the project to City Council after considering public testimony and accompanying documents; and

WHEREAS, on May 29, 2018, the City Council conducted a regularly scheduled and legally noticed public hearing for Ordinance Amendment 18-05113, and voted to approve the First Reading of said Ordinance based on the findings contained in the Resolution and attached exhibits; and

WHEREAS, all legal prerequisites for the adoption of this resolution have occurred.

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

Section 1. The above recitals are all true and correct.

Section 2. The City Council has reviewed and considered the proposed ordinance and attachments and finds and determines that the City has complied with the California Environmental Quality Act (CEQA) and the project is Categorically Exempt from the CEQA Guidelines pursuant to Section 15311(a), Accessory Structures (On-premise Signs), and that this determination reflects the independent judgment of the City Council.

Section 3. Based on the information contained in the agenda submittal and supporting exhibits, this Council finds, regarding the proposed Ordinance Amendment 18-05113, as follows:

EXHIBIT - C
Ordinance Amendment 18-05113

A. The proposed Ordinance Amendment will not result in a significant adverse effect on the environment. The California Environmental Quality Act (CEQA) Guidelines state that the project is Categorically Exempt pursuant to Section 15311(a), Accessory Structures, as they pertain to on-site signs.

B. The proposed Ordinance Amendment will not conflict with the goals, policies, and implementation measures set forth in the General Plan and Zoning Ordinance because the purpose of the Ordinance Amendment is to support and promote commerce and industry to provide jobs for residents at all economic levels, pursuant to Goal III of the Land Use Element of the General Plan. The Zoning Code specifically outlines the requirements for obtaining sign permits so that signs displayed in the City of Perris do not detract from the building architecture, provide an inappropriate distraction to members of the public, or allowed to become unsightly or damaged.

C. The proposed Ordinance Amendment will not have a negative effect on public health, safety, or the general welfare of the community because the Sign Ordinance in its entirety, including the provisions for display of temporary signs, are designed to promote aesthetically-pleasing signs that enhance the built environment and support and promote local business.

Section 4. The City Council hereby approves Ordinance Amendment 18-05113 to amend chapter 19.75.140, Temporary Signs, to extend the display time for grand opening banners, and to clarify other temporary sign regulations, based on the findings presented herein.

Section 5. The City Council declares that should any provision, section, paragraph, sentence, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance, and shall cause the same to be published and posted pursuant to the provisions of law in this regard, and this Ordinance shall take effect thirty days after its final passage.

ADOPTED, SIGNED and APPROVED this 29th day of May, 2018.

Mayor, Michael J. Vargas

ATTEST:

City Clerk, Nancy Salazar
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Ordinance Number ___ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 29th day of May, 2018, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

__________________________
City Clerk, Nancy Salazar

Attachment: Zoning Code Chapter 19.75.140, Temporary Signs
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 27

Project: 5100 Western Way
Owner: 63 Western Partnership L.P.
APN: 294-190-038

REQUESTED ACTION:

1.) Open a public hearing on Annexation No. 27 to CFD 2001-3 and determine if there are any protests to the Annexation.

2.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body, of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, calling a Special Election, to submit to Qualified Electors, within Proposed Annexation No. 27 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 27.

3.) Conduct the Special Election relating to Annexation No. 27.

4.) Adopt a Resolution of the City Council of the City of Perris, acting as the Legislative Body of the Community Facilities Districts No. 2001-3 (North Perris Public Safety) of the City of Perris, Declaring the results of the Special Election relating to Annexation No. 27, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Jennifer Erwin, Director of Finance

BACKGROUND/DISCUSION:

At its meeting on May 8, 2018, the City Council of the City of Perris (the “City Council”), acting as Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) (the “District”), adopted Resolution No. 5266 (“Resolution of Intention”), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to June 12, 2018 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 (“the Act”) and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.
The Annexation of territory into the District increases the tax base to fund the public safety services to be provided to the residents and businesses within the District. The levy of the Special Tax will begin in the fiscal year for which a building permit was issued prior to March 1st of the previous fiscal year.

Prepared by: Daniel Louie, Willdan Financial Services

City Attorney:
Asst. City Manager: 
Director of Finance: 

Public Hearing: June 12, 2018
Resolution No. 


WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), on May 8, 2018, has heretofore adopted its Resolution No. 5266 (the "Resolution of Intention") stating its intention to annex certain territory (the "Property") as described therein to the District pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, and specifically Article 3.5 thereof, and calling a public hearing on the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters as set forth in the Resolution of Intention; and

WHEREAS, a copy of the Resolution of Intention, incorporating a description and map of the proposed boundaries of the territory proposed for annexation to the District, stating the public services to be provided in and for the Property and a plan setting forth sharing of such services provided in common with the existing District, and specifying the special taxes to be levied within the Property and any alteration in the Rate and Method of Apportionment (as defined therein and incorporated herein by this reference) is on file with the City Clerk of the City; and

WHEREAS, the Resolution of Intention set June 12, 2018 as the date of the public hearing and to consider the question of the proposed annexation of the Property to the District, including the levying of a special tax on the Property and all other matters set forth in the Resolution of Intention and this Council held said public hearing as required by law; and

WHEREAS, notice of the public hearing was duly given as required by Section 53339.4 of the Act or has been duly waived by the property owner; and

WHEREAS, the public hearing was held on June 12, 2018; and

WHEREAS, at said hearing all persons not exempt from the special tax desiring to be heard on all matters pertaining to the annexation of the Property to the District, the levy of the special tax on the Property, and all other matters as set forth in the Resolution of Intention were heard and a full and fair hearing was held; and
WHEREAS, at the public hearing evidence was presented to the Legislative Body on the matters before it, and the Legislative Body at the conclusion of the hearing is fully advised as to all matters relating to the proposed annexation of the Property to the District, including the levy of the special tax on the Property; and

WHEREAS, it has now been determined that written protests have not been received by registered voters and/or property owners representing more than one-half (1/2) of the area of land proposed to be annexed to the District or within the original District; and

WHEREAS, there were not at least twelve (12) registered voters residing within the territory proposed to be annexed to the District during each of the ninety (90) days preceding the closing of the June 12, 2018 public hearing; and

WHEREAS, on the basis of the foregoing, the Legislative Body has determined at this time to proceed with the annexation of the Property to the District, and to call an election therein to authorize such annexation, including the levy of the special tax therein (as such tax is more particularly described in the Resolution of Intention) to pay for the public services proposed to be financed by the District;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. Written protests against the annexation of the Property to the District, or against the furnishing of specified services or the levying of a specified special tax within the District, have not been filed by fifty percent (50%) or more of the registered voters, or six (6) registered voters, whichever is greater, residing within the boundaries of the proposed annexation, nor by owners representing one-half (1/2) or more of the area of land proposed to be annexed to the District. All protests and objections, if any, are hereby overruled.

Section 3. The Legislative Body does declare the annexation of the Property to the existing District, to be known and designated as "Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27." The Legislative Body hereby finds and determines that all prior proceedings taken with respect to the annexation of the Property to the District were valid and in conformity with the requirements of law, including the Act. This finding is made in accordance with the provisions of Section 53325.1 of the Act.

Section 4. The boundaries and parcels of land to be annexed and in which the public services are to be provided and on which the special taxes will be levied in order to pay the costs and expenses for said public services are generally described as all that territory proposed to be annexed to the existing District as said property is shown on a
map as previously approved by the Legislative Body, said map designated “Annexation Map No. 27 to Community Facilities District No. 2001-3, (North Perris Public Safety),” a copy of which is on file in the office of the City Clerk and shall remain open for public inspection. The map of the proposed boundaries of Annexation No. 27 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 82, Page 52 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2018-0188628).

Section 5. The Council finds that the Services, generally described as fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as set forth in Exhibit “B” hereto are necessary to meet the increased demand put upon the City as a result of the development within Annexation No. 27.

Section 6. Except where funds are otherwise available, a special tax is hereby authorized, subject to the approval of the landowners as the eligible electors of the District, to levy annually in accordance with procedures contained in the Act, a special tax within the District, secured by recordation of a continuing lien against all nonexempt real property in the District, sufficient to pay for the Services and Incidental Expenses. The rate and method of apportionment and manner of collection of the special tax within the District is described in detail in Exhibit “A” attached hereto and incorporated herein by this reference. Exhibit “A” allows each landowner within the District to estimate the maximum amount that may be levied against each parcel.

Section 7. The Rate and Method of Apportionment of the special tax is based on the expected demand that each parcel of real property within the District will place on the Services, on the cost of making the Services available to each parcel within the Property, and on other factors. The Council hereby determines the rate and method of apportionment of the special tax set forth in Exhibit “A” to be reasonable. The special tax is apportioned to each parcel on the foregoing basis pursuant to Section 53325.3 of the Act and such special tax is not based upon the value or ownership of real property. In the event that a portion of the property within Community Facilities District No. 2001-3 shall become for any reason exempt, wholly or partially, from the levy of the special tax specified on Exhibit “A,” the Council shall, on behalf of Community Facilities District No. 2001-3, cause the levy to be increased, subject to the limitation of the maximum special tax for a parcel as set forth in Exhibit “A,” to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the special tax revenues required for the purposes described herein. The obligation to pay special taxes may be prepaid as set forth in Exhibit “A.” Upon recordation of a notice of special tax lien pursuant to Streets and Highways Code Section 3114.5, continuing lien to secure each levy of the special tax will attach to all nonexempt parcels within the Property and the lien shall continue in force and effect until the special tax obligation is permanently satisfied and the lien canceled in accordance with the law or until collection of the special tax by the Legislative Body ceases.
Section 8. Pursuant to Section 53325.7 and 53326 of the Act, a special election is hereby called on behalf of the District on the proposition of levying the special tax on the territory within Annexation No. 27 to the District and establishing an appropriations limit therein. The proposition relating to the District authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be substantially in the form attached hereto as Exhibit “C.”

Section 9. The special election for the District on the proposition of authorizing the levy of the special tax on the Property and establishing an appropriations limit shall be held on June 12, 2018.

Section 10. It is hereby found that there were not at least twelve (12) registered voters that resided within the territory of the proposed Annexation No. 27 during each of the ninety (90) days preceding the closing of the June 12, 2018 public hearing regarding the levy of the special tax on the territory within Annexation No. 27 and establishing an appropriations limit therein and, pursuant to Section 53326 of the Act, the ballots for the special election shall be distributed by personal service, or by mail, with return postage prepaid, by the Election Official, to the landowners of record within the District as of the close of the public hearing. Each landowner shall have one (1) vote for each acre or portion thereof that he or she owns within the District, as provided in Section 53326 of the Act and may return the ballot by mail or in person to the Election Official not later than 6:30 p.m. on June 12, 2018, or 6:30 p.m. on another election day mutually agreed to by the Election Official and the landowners. In accordance with Section 53326(d) of the Act, the election shall be closed and the results certified by the Election Official as soon as all qualified electors have voted.

Section 11. If two-thirds (2/3) of the votes cast upon the question of levying such special tax and establishing such appropriations limit are cast in favor of levying such special tax within the District as determined by the Legislative Body after the canvass of the returns of such election, the Legislative Body may levy such special tax within the District under the Act in the amount and for the purposes as specified in this Resolution. Such special tax may be levied only at the rate and may be apportioned only in the manner specified in this Resolution, subject to the Act, except that the special tax may be levied at a rate lower than that specified herein and the maximum annual tax rate may be lowered. Such special tax may be levied so long as it is needed to pay for the financing of the services.

Section 12. If special taxes of the District are levied against any parcel used for private residential purposes, (i) the maximum special tax rate shall not be increased over time except that it may be increased by an amount not to exceed two percent (2.00%) per year to the extent permitted in the rate and method of apportionment; (ii) such tax shall be levied in perpetuity, as further described in Exhibit “A” hereto; and (iii) under no circumstances will such special tax be increased more than ten percent (10%) as a consequence of delinquency or default by the owner of any other parcels within the District by more than ten percent.
Section 13. In the event that a portion of the property in the District shall become for any reason exempt, wholly or partially, from the levy of the special tax specified in Exhibit "A" the Council shall, on behalf of the District, increase the levy to the extent necessary upon the remaining property within the District which is not delinquent or exempt in order to yield the required payments, subject to the maximum tax.

Section 14. The Council finds that there is not an ad valorem property tax currently being levied on property within the proposed District for the exclusive purpose of financing the provision of the same services to the territory of the District as provided by the Services.

Section 15. An appropriations limit for the District is hereby established as an amount equal to all the proceeds of the special tax collected annually and as defined by Article XIIIIB of the California Constitution, as adjusted for changes in the cost of living and changes in population.

Section 16. The Elections Official shall cause to be published once in a newspaper of general circulation the text of Proposition A, along with a description of the election proceedings. The publication shall also state that only the qualified electors in the District may vote on the proposition and that the canvass of the election will take place in the office of the City Clerk following the close of the election. Pursuant to the petition and request, the publication of such notice has been waived by the property owner.

Section 17. The question of levying a special tax and establishing an appropriations limit shall constitute a single election pursuant to Sections 53325.7, 53326 and 53353 of the Act for the purpose of holding said election. Following the close of the election, the election shall be canvassed at the office of the City Clerk, 101 North "D" Street, Perris, California 92570.

Section 18. The Office of the City Manager, 101 North "D" Street, Perris, California 92570, (951) 943-6100, or its designee, is designated to be responsible for preparing annually a current roll of special tax levy obligations by assessor's parcel number and for estimating future special tax levies pursuant to Section 53340.2 of the Government Code.

Section 19. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 6 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in and Section 5 hereof and Proposition A referred to herein.
B. The proceeds of the levy of such Special Tax shall be applied only to the specific purposes set forth in Section 5 hereof and Proposition A referred to herein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax shall be deposited.

D. The City Manager or Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 20. The City Clerk is directed to certify and attest to this Resolution, and to take any and all necessary acts to call, hold, canvass and certify an election or elections on the levy of the special tax, and the establishment of the appropriation limit.

Section 21. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

__________________________
Mayor, Michael M. Vargas

ATTEST:

__________________________
City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of June, 2018, by the following called vote:

AYES: __________________________________________________________

NOES: __________________________________________________________

ABSENT: _________________________________________________________

ABSTAIN: _________________________________________________________

__________________________
City Clerk, Nancy Salazar
Resolution No. ______

Exhibit A

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

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A. BASIS OF SPECIAL TAX LEVY

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

B. DEFINITIONS


Administrative Expenses means the costs incurred by the City to determine, levy and collect the Special Taxes, including salaries of City employees and the fees of consultants and the costs of collecting installments of the Special Taxes upon the general tax rolls; preparation of required reports, and any other costs required to administer CFD No. 2001-3 as determined by the Finance Director.

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

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

Base Year means Fiscal Year ending June 30, 2006.

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

City means the City of Perris, California.

Council means the City Council of the City of Perris as the legislative body for CFD No. 2001-3 under the Act.
Resolution 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 Unit** means each multi-family attached residential unit located on a Developed Parcel.

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

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

**Parcel** means a lot or parcel shown on an assessor’s parcel map with an assigned assessor’s parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.
Resolution No. ________

**Police & Fire Protection Program** means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

**Special Tax(es)** means any tax levy under the Act in CFD No. 2001-3.

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

**Zone A** means property designated as Zone A.

C. **Duration of the Special Tax**

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. **Assignment of Maximum Special Taxes**

1. **Classification of Parcels**

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

<table>
<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>

Each Fiscal Year following the Base Year of FY 2005/06, 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 B.

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

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

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

F. **Administrative Changes and Appeals**

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

Any taxpayer who feels that the amount of the Special Tax assigned to a Parcel is in error may file a notice with the Finance Director appealing the levy of the Special Tax. The Finance Director will then promptly review the appeal, and if necessary, meet with the applicant. If the Finance Director verifies that the tax should be modified or changed, a
Resolution No. _______

recommendation at that time will be made to the Council and, as appropriate, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

Interpretations may be made by Resolution of the Council for purposes of clarifying any vagueness or ambiguity as it relates to the Special Tax rate, the method of apportionment, the classification of properties, or any definition applicable to CFD No. 2001-3.

G. **MANNER OF COLLECTION**

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

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, ANNEXATION NO. 27

TYPES OF SERVICES TO BE FINANCED

Fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto.
Resolution No. __________

Exhibit C

OFFICIAL BALLOT
TO BE OPENED ONLY BY THE CANVASSING BOARD

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 27

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

June 12, 2018

To vote, mark a cross (+) or (X) in the voting square after the word “YES” or after the word “NO.” The voter should then sign the ballot. All distinguishing marks otherwise made are forbidden and will void the ballot.

This ballot is provided to 63 WESTERN PARTNERSHIP L.P., as owner or authorized representative of such sole owner of 4.74 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27 (the “Property”) and represents 5 of the votes required for annexation.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Perris at 101 North “D” Street, Perris, California 92570 and obtain another.

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on JUNE, 2018 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27 pursuant to Article XLIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2018-2019 is $343.19 per Single-Family Residential Unit, $68.64 per Multi-Family Residential Unit and $1,372.79 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?

YES [ ]
NO [ ]

Number of votes: 5
Property Owner: 63 WESTERN PARTNERSHIP L.P.
By: ________________________________
Resolution No. _____


The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. _____ adopted on June 12, 2018 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 27" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5266 adopted on May 8, 2018 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on June 12, 2018 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on June 12, 2018; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

Section 1. That the above recitals are all true and correct.
Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on June 12, 2018, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on June 12, 2018, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.

B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.

C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.

D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.
ADOPTED, SIGNED and APPROVED this 12th day of June, 2018.

__________________________________________
Mayor, Michael M. Vargas

ATTEST:

__________________________________________
City Clerk, Nancy Salazar

STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS  

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 12th day of June, 2018, by the following called vote:

AYES: _______________________________________

NOES: _______________________________________

ABSENT: _____________________________________

ABSTAIN: ____________________________________

__________________________________________
City Clerk, Nancy Salazar
Resolution No. _______

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 27

CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on June 12, 2018, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 27

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 12th day of June, 2018.

CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS

By: ____________________________

City Clerk, Nancy Salazar
Resolution No. _______

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 27

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION

<table>
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<tr>
<th></th>
<th>Qualified Landowner Votes</th>
<th>Total Votes Cast</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27, Special Election, June 12, 2018</td>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on June 12, 2018 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 27 pursuant to Article XIIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2018-2019 is $343.19 per Single-Family Residential Unit, $68.64 per Multi-Family Residential Unit and $1,372.79 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?
SUBJECT: Community Choice Aggregation (CCA) Program: The City, along with the Western Riverside Council of Governments, has the option to form a joint powers agency known as Western Community Energy Joint Powers Authority for the implementation of a CCA program. A CCA program allows a local government to purchase power on behalf of its community, while utilizing the delivery system of the investor owned utility, in this region’s case Southern California Edison (SCE).

REQUESTED ACTION: Adopt a Resolution (next in order) approving membership into the Western Community Energy Joint Powers Authority, including Agreement and Bylaws; and Direct staff to bring back an Ordinance authorizing the implementation of a CCA program.

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

Community Choice Aggregation allows a local government – either alone or as a group of jurisdictions in a Joint Powers Authority (JPA) – to purchase power on behalf of its community, while utilizing the delivery system of the investor owned utility, in this region’s case Southern California Edison (SCE). A CCA provides a choice for the community which it does not currently have (unless their community is served by a separate public utility). In those instances - which impact the majority of residents and businesses in Western Riverside County - getting power from SCE under the rates SCE offers is their only option. Under a CCA, residents and businesses have the ability to choose from new rates and power sources (that are often more renewable and at reduced cost) offered by the CCA, or they can choose to stay with SCE. The City, by participating in a CCA, will allow its businesses and residents to voluntarily make those choices.

Currently, there are 13 operational CCAs in California, in which all of them have met their objectives to either reduce costs to consumers and/or achieve environmental gains. According to the California Community Choice Association, CCAs currently serve nearly 2 million customers in California. With more than 80 cities either engaged in or currently considering community choice energy, it is estimated that over 50% of California residents will be served by a CCA by 2020. In 2016 CCAs operating in California, through greener purchasing policies, helped avoid 949,388 metric tons of greenhouse gases from being emitted. And in 2017, CCA participants in California saved more than $10,000,000 on bill savings.

10 new CCAs are expected to commence operations in the State in 2018. Jurisdictions representing the vast majority of the population in SCE’s service territory are examining CCA formation. In Los Angeles and Ventura Counties, more than 30 jurisdictions have recently joined “Clean Power Alliance,” the multi-jurisdictional CCA that is underway there.

Feasibility Study Conducted

Based on the success of CCAs elsewhere in California, in January 2016 the Executive Committee of the Western Riverside Council of Governments (WRCOG) directed staff to conduct a Feasibility Study (Study) for the potential formation of a Community Choice Aggregation (CCA) Program for interested member jurisdictions. The Study concluded that, using conservative assumptions, a CCA would provide rate savings to businesses and residents.
• The Feasibility Study indicated a CCA could provide a 4.4% savings on electricity rates for the WRCOG subregion.

• At just a 2% savings (1/2 of what the Feasibility Study projects), 150,000 homes and 20,000 businesses (which represents just a portion of the total homes and businesses in Western Riverside County) could save nearly $5.5 million annually on their utility bills.

• In the City of Perris, for example, a 2% savings on electricity costs for businesses and residents would translate to about $1 million annually in savings each year. The City by itself would realize $22,000 in utility savings annually.

• For a $200/month electric bill, a 3% savings would result in an annual savings for a household of approximately $72.

• Western Riverside County customers (excluding unincorporated areas) pay approximately $960 million to SCE annually for electricity.

After receiving the Feasibility Study, the Executive Committee directed WRCOG to develop a CCA as a separate agency (now called Western Community Energy) from WRCOG, but would use WRCOG resources to provide cost efficiencies. As part of this subsequent effort, governing documents have been developed to implement the CCA for Western Riverside County. A website, www.westerncommunityenergy.com has also been launched which includes information about the pending CCA, along with a series of “video FAQs” that respond to frequently asked questions. A subcommittee of Executive Committee members was formed to further guide the CCA formation effort, and governing board documents (summarized below) were created along with staffing arrangements for initially implementing the CCA business plan. Consultants have also been selected and are set to begin work once the CCA becomes operational.

As WCE establishes a joint powers authority (JPA) and its Governing Board, WCE anticipates launching in 2020 for those member jurisdictions who join prior to August 15, assuming that the Governing Board is comfortable with projections of savings, etc.

Western Community Energy would not be the first CCA in Riverside County. In the Coachella Valley, the “Desert Community Energy” CCA is already formed, with three jurisdictions on board. The City of San Jacinto has begun to service load for its community through a CCA operated by the City of Lancaster. As well, the Riverside County unincorporated area has set up its CCA and continues to explore an implementation date.

CCA Benefits to the Community

Following is a summary discussion of benefits that CCA Programs can provide to community residents and businesses:

CCAAs are economic drivers: WRCOG member agencies regularly indicate that economic development is a top priority in the subregion. As CCAs, which offer local control in rate setting, lower rates, and choices for residents and businesses, form in adjacent communities, WRCOG jurisdictions stand to lose ground in the fight for new economic growth. Providing savings to community residents allows for them to spend monies in their communities, rather than having it default to their energy bill.

• CCA’s have a history of success in meeting community objectives.

• Cities are joining CCA’s at a rate never experienced before in California.

• No city in California has dropped out of a CCA.

Local control is huge: Currently, local elected officials have no vote on rate setting, as SCE sets the rates through the California Public Utilities Commission (CPUC) at meetings held in San Francisco. By joining a CCA, the City has an immediate voice in rate setting and can work to tailor rates that can best benefit their community and region. A CCA provides local control over rate setting and programs by locally elected city councilmembers and Board of Supervisors members. Rates and programs would be designed and implemented at the local level, at local public meetings, where members of the public who are living within the CCA boundaries can readily participate.
Giving constituents options is important: When a jurisdiction joins a CCA, it is simply providing its residents and businesses with the ability to choose whether they, too, wish to participate in the CCA. Participation is totally optional, and prior to launch and during operations the CCA will provide notices to businesses and residents to inform them of the CCA and rates, and provide them with the ability to choose.

- Residents and businesses cannot have energy choices – and thus opportunities for rate savings – unless jurisdictional council members elect to participate in a CCA.
- Once a city joins a CCA, their residents and businesses take it from there, and decide which option is best for them.

Timing is critical: In February 2018, the CPUC adopted a Resolution that dictates when a CCA can begin operating. CCAs that formed and submitted their required Implementation Plans prior to January 1, 2019, are able to launch in 2020.

- To pursue a 2020 launch, jurisdictions must join WCE by August 15, 2018.
- Jurisdictions joining WCE after August 15, 2018 would not be able to launch until 2021.

Joining WCE by the August 15 deadline does not lock the City into implementation. It simply provides for a potential launch in 2020 should the WCE Governing Board make a determination. The August 15 deadline is based on the requirement that an Implementation Plan must be submitted to the CPUC in December 2018 to ensure a 2020 launch. In order to submit the Implementation Plan, jurisdictions must join the JPA so that its consultants can develop a cost/environmental savings report to the WCE Governing Board in September. The savings report will indicate whether or not it is favorable for WCE to move forward. If favorable, WCE would prepare its Implementation Plan for a 30 day public review prior to submitting to the CPUC. If it is not favorable, all works would stop.

By joining WCE, the City is allowing the Agency to move forward in further examining the true savings amounts based on accurate data and not based on current assumptions, and to launch sooner (2020) rather than later (2021) if elected officials desire to do so.

Governance Structure for WCE

The most common approach to administration of a CCA is an inter-agency "joint powers agency," sometimes referenced as a "joint powers authority" (JPA or "Authority") formed pursuant to the Joint Exercise of Powers Act codified at California Government Code Section 6500 et seq. Western Community Energy will operate under this model. In this instance, the JPA serves as a public, non-profit agency on behalf of the municipalities that choose to participate in the CCA program. Regardless of a CCA's administrative structure, the program's assets and liabilities remain separate from those of City's general fund. Financial liability is mitigated by specific JPA organization or action, and vendor contract language that protects municipal assets. In the JPA model, surplus funds generated by the CCA may be reinvested back into the community in the form of new energy projects and programs that serve the entire service area.

Highlights from the Western Community Energy JPA include:

- **Board of Directors.** The governing body of the Authority shall be a Board of Directors consisting of one director for each Member Agency appointed in accordance with Section 2.2.

- **Appointment of Directors.** The governing body of each Member Agency (for example, a city) shall appoint and designate in writing one regular Director (a councilmember) who shall be authorized to act for and on behalf of the Member Agency on matters within the powers of the Authority. The governing body of each Member Agency shall also appoint and designate in writing one alternate Director who may vote in matters when the regular Director is absent from a Board meeting. The persons appointed and designated as the regular Director and the alternate Director shall be a member of the governing body of the Member Agency.
• **Voting by the Board of Directors.** Each member of the Board or participating alternate shall be entitled to one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors present and qualified to vote constituting a quorum.

• **Initial Funding of Authority.** WRCOG has funded certain activities necessary to implement the CCA Program. If the program becomes operational, these initial costs shall be included in the customer charges for electric services to the extent permitted by law, and WRCOG shall be reimbursed from the payment of such charges by customers of the Authority pursuant to a reimbursement agreement between Authority and WRCOG. Prior to such reimbursement, WRCOG shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event the program does not become operational, WRCOG shall not be entitled to any reimbursement of the initial costs.

• **Right to Withdraw Prior to Program Launch.** After receiving bids from power suppliers, the Authority must provide to the Member Agencies the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, as long as the Member Agency provides written notice of its intent to withdraw to the Authority Board no more than thirty (30) days after receiving the report.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution approving membership the Western Community Energy Joint Powers Authority and direct staff to bring back an Ordinance authorizing the implementation of a CCA program.

**BUDGET (or FISCAL) IMPACT:**

Cost for staff preparation of this item has been budgeted in the 2017-2018 General Fund.

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Prepared by: Clara Miramontes, Assistant City Manager

**Business Item:** June 12, 2018

City Attorney: Eric Dunn  
Assistant City Manager: Darren Madkins  
Director of Finance: Jennifer Erwin

Attachments: City Council Resolution, Approving membership into the Western Energy Joint Powers Authority, including Agreement and Bylaws
RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF PERRIS
APPROVING MEMBERSHIP IN THE WESTERN
COMMUNITY ENERGY JOINT POWERS AUTHORITY

WHEREAS, Assembly Bill 117 (Stat. 2002, ch. 838; see California Public Utilities Code section 366.2 et seq.) authorizes any California city or county, whose governing body so elects, to combine the electricity load of its residents and businesses in a community-wide electricity aggregation program known as Community Choice Aggregation, and

WHEREAS, pursuant to the Joint Exercise of Powers Act (see California Government Code section 6500 et seq.) incorporated municipalities or counties within Riverside County may enter into a Joint Powers Agreement creating a separate public agency to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related and climate change programs, to be known as the Western Community Energy Authority; and

WHEREAS, each incorporated municipality or county wishing to participate in the Western Community Energy Authority will appoint one regular Director and one alternate Director to serve on the governing body of the Western Community Energy Authority; and

WHEREAS, the City of Perris desires to provide constituents within its service area with greater local involvement over electric services, and promote competitive retail choice by joining the Western Community Energy Authority and participating in the Community Choice Aggregation program; and

WHEREAS, in order for the City of Perris to become a Member Agency in the Western Community Energy Authority, the City Council must adopt a resolution requesting participation and evidencing an intent to join the Western Community Energy Authority.

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

1. The above recitals are true and correct.

2. The City Council of the City of Perris affirms its intent to join the Western Community Energy Authority as a Member Agency by authorizing its signatory for the execution of the Western Community Energy Joint Powers Agreement in substantially the form attached hereto as Exhibit A.

ADOPTED, SIGNED and APPROVED this ___ day of __________, 2018.

__________________________
MAYOR, MICHAEL M. VARGAS

ATTEST:

__________________________
City Clerk, Nancy Salazar
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  
CITY OF PERRIS 

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Ordinance Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of ______, 2018, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:

City Clerk, Nancy Salazar

Attachments:

Exhibit A: Western Community Energy Joint Powers Agreement
EXHIBIT A

WESTERN COMMUNITY ENERGY JOINT POWERS AGREEMENT

[Starts on Next Page]
WESTERN COMMUNITY ENERGY
JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement"), effective as of June 12, 2017 ("Effective Date") is made and entered into pursuant to the provisions of Title 1, Division 7, Chapter 5, Article 1 (Section 6500 et seq.) of the California Government Code relating to the joint exercise of powers among the parties set forth in Exhibit A ("Member Agencies"). The term "Member Agencies" shall also include an incorporated municipality or county added to this Agreement in accordance with Section 3.1.

RECATALS

A. In 2002, AB 117 was signed into law allowing public agencies to aggregate the electrical load of interested consumers within their jurisdictional boundaries and purchase electricity on behalf of those consumers.

B. The Member Agencies desire to establish a separate public agency, known as Western Community Energy ("Authority"), under the provisions of the Joint Exercise of Powers Act of the State of California (Government Code § 6500 et seq.) ("Act") in order to collectively study, promote, develop, conduct, operate, and manage energy programs, and exercise any powers common to the Authority’s members to further these purposes.

C. The Member Agencies have each adopted an ordinance electing to implement through the Authority a community choice aggregation program pursuant to California Public Utilities Code § 366.2. The priority of the Authority will be the consideration of those actions necessary to implement the program.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Member Agencies as follows:

SECTION 1. FORMATION OF AUTHORITY

1.1 Creation of Agency. Pursuant to the Joint Exercise of Powers Act, California Government Code § 6500 et seq. and other pertinent provisions of law, there is hereby created a public entity to be known as the Western Community Energy. The Authority shall be a public entity separate and apart from the Member Agencies.

1.2 Effective Date and Term. This Agreement shall become effective and Authority shall exist as a separate public agency on the date this Agreement is executed by at least two Member Agencies after adoption of the ordinances required by California Public Utilities Code § 366.2(c)(10). The Authority shall continue to exist, and this Agreement shall be effective, until this Agreement is terminated in accordance with Section 5, subject to the rights of a Member Agency to withdraw from the Authority.
1.3 **Member Agencies.** The names, particular capacities, and addresses of the Member Agencies are shown on Exhibit A, attached hereto, as may be amended from time to time.

1.4 **Purpose.** The purpose of this Agreement is to establish an independent public agency in order to exercise powers common to each Member Agency to study, promote, develop, conduct, operate, and manage energy, energy efficiency and conservation, and other energy-related and climate change programs (the “CCA Program”), and to exercise all other powers necessary and incidental to accomplishing this purpose. The Member Agencies intend for this Agreement to be used as a contractual mechanism by which the Member Agencies are authorized to participate in the CCA Program. The Member Agencies intend that other agreements shall define the terms and conditions associated with the implementation of the CCA Program and any energy programs approved by the Authority.

1.5 **Powers.** The Authority shall have all powers common to the Member Agencies and such additional powers accorded to it by law. The Authority is authorized, in its own name, to exercise all powers and do all acts necessary and proper to carry out the provisions of this Agreement and fulfill its purpose, including, but not limited to, each of the following powers:

1.5.1 Serve as a forum for the consideration, study, and recommendation of energy services for the CCA Program;

1.5.2 To make and enter into any and all contracts to effectuate the purpose of this Agreement, including, but not limited to, those relating to the purchase or sale of electrical energy or attributes thereof, and related service agreements;

1.5.3 To employ agents and employees, including, but not limited to, engineers, attorneys, planners, financial consultants, and separate and apart therefrom to employ such other persons, as it deems necessary;

1.5.4 To acquire, contract, manage, maintain, and operate any buildings, works, or improvements, including, but not limited to, electric generating facilities;

1.5.5 To acquire property by eminent domain, or otherwise, except as limited by section 6508 of the Act, and to hold or dispose of property;

1.5.6 To lease any property;

1.5.7 To use and be sued in its own name;

1.5.8 To incur debts, liabilities, and obligations, including, but not limited to, loans from private lending sources pursuant to its temporary borrowing powers, such as California Government Code § 53850 *et seq.* and authority under the Act;
1.5.9 To form subsidiary or independent corporations or entities, if appropriate, to carry out energy supply and energy conservation programs, or to take advantage of legislative or regulatory changes;

1.5.10 To issue revenue bonds and other forms of indebtedness;

1.5.11 To apply for, accept, and receive all licenses, permits, grants, loans, or other assistance from any federal, state, or local agency;

1.5.12 To submit documentation and notices, register, and comply with orders, tariffs, and agreements for the establishment and implementation of the CCA Program and other energy and climate change programs;

1.5.13 To adopt rules, regulations, policies, bylaws, and procedures governing the operation of the Authority; and

1.5.14 To receive gifts, contributions, and donations of property, funds, services, and other forms of financial assistance from persons, firms, corporations, and any governmental entity.

1.6 Manner of Exercising Powers. The powers of the Authority are subject to the restrictions upon the manner of exercising power possessed by a general law city.

SECTION 2: GOVERNANCE

2.1 Board of Directors. The governing body of the Authority shall be a Board of Directors consisting of one director for each Member Agency appointed in accordance with Section 2.2.

2.2 Appointment of Directors. The governing body of each Member Agency shall appoint and designate in writing one regular Director who shall be authorized to act for and on behalf of the Member Agency on matters within the powers of the Authority. The governing body of each Member Agency shall also appoint and designate in writing one alternate Director who may vote in matters when the regular Director is absent from a Board meeting. The persons appointed and designated as the regular Director and the alternate Director shall be a member of the governing body of the Member Agency.

2.3 Terms of Office. Each regular and alternate Director shall serve at the pleasure of the governing body of the Member Agency that the Director represents, and may be removed as Director by the governing body of the Member Agency at any time. If at any time a vacancy occurs on the Board, a replacement shall be appointed by the governing body to fill the position of the previous Director within ninety (90) days of the date that such position becomes vacant.

2.4 Quorum. A majority of the Directors of the entire Board shall constitute a quorum, except that less than a quorum may adjourn a meeting from time to time in accordance with law.
2.5 **Powers of the Board of Directors.** The Board may exercise all the powers enumerated in this Agreement and shall conduct all business and activities of the Authority consistent with this Agreement and any bylaws, operating procedures, and applicable law.

2.6 **Executive Committee.** The Board may establish an executive committee consisting of a smaller number of Directors. The Board may delegate to the executive committee such authority as the Board might otherwise exercise.

2.7 **Committees.** The Board may establish advisory committees as the Board deems appropriate to assist the Board in carrying out its functions and implementing the purposes of this Agreement.

2.8 **Director Compensation.** The Board may adopt policies establishing a stipend to compensate work performed by a Director on behalf of the Authority as well as policies for the reimbursement of expenses incurred by a Director.

2.9 **Voting by the Board of Directors.**

2.9.1 **Vote Count.** Each member of the Board or participating alternate shall be entitled to one vote. Action of the Board on all matters shall require an affirmative vote of a majority of all Directors present and qualified to vote constituting a quorum.

2.9.2 **Weighted Vote.** Notwithstanding Section 2.9.1, above, the Board of the Authority may establish in its Bylaws a procedure to require a weighted vote for all or certain matters before the Board. Any procedure for a weighted vote shall allocate votes based on energy usage of Member Agencies and shall be approved or amended by the affirmative vote of at least a majority of all Directors present and qualified to vote and constituting a quorum.

2.10 **Officers.**

2.10.1 **Chair and Vice Chair.** On an annual basis, the Directors shall select from among themselves, a Chair and a Vice-Chair. The Chair shall be the presiding officer of all Board meetings. The Vice-Chair shall serve in the absence of the Chair. The term of office of the Chair and Vice-Chair shall continue for one year. There shall be no limit on the number of terms held by either the Chair or Vice-Chair. The office of either the Chair or Vice-Chair shall be declared vacant and a new selection shall be made if: (a) the person serving dies, resigns, or the Member Agency that the person represents removes the person as its representative on the Board, or (b) the Member Agency that he or she represents withdraws from the Authority pursuant to the provisions of this Agreement.

2.10.2 **Secretary.** The Board shall appoint a Secretary who need not be a member of the Board. The Secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority.
2.10.3 **Treasurer/Auditor.** The Board shall appoint a qualified person to act as the Treasurer and a qualified person to act as the Auditor, neither of whom need be members of the Board. If the Board so designates, and in accordance with the provisions of applicable law, a qualified person may be appointed as the Treasurer and Auditor. Such person or persons shall possess the powers of, and shall perform those functions required of them by California Government Code §§ 6505, 6505.5, and 6505.6, and by all other applicable laws and regulations and amendments thereto.

2.11 **Meetings.** The Board shall provide for its regular meetings, the date, hour, and place of which shall be fixed by resolution of the Board. Regular, adjourned, and special meetings shall be called and conducted in accordance with the provisions of the Ralph M. Brown Act, California Government Code § 54950 et seq.

2.12 **Executive Director.** The Executive Director shall be the chief administrative officer of the Western Riverside Council of Governments, or whomever is appointed by the Board thereafter. Compensation shall be fixed by the Board. The powers and duties of the Executive Director shall be subject to the authority of the Board.

2.13 **Initial Administration of Authority.** The Authority will be initially administered by the Western Riverside Council of Governments ("WRCOG"), which shall provide Executive Director, staff, and consultant services to the Authority. WRCOG shall provide administrative services for three years from the Effective Date of this Agreement pursuant to a services agreement. The term and conditions of the administrative services agreement may be extended by mutual agreement of WRCOG and the Authority without further amendment of this Agreement, as set forth in the administrative services agreement.

2.14 **Additional Officers and Employees.** The Board shall have the power to authorize such additional officers and assistants as may be appropriate, including retaining one or more administrative service providers for planning, implementing, and administering the CCA Program. Such officers and employees may also be, but are not required to be, officers and employees of the individual Member Agencies.

2.15 **Bonding Requirement.** The officers or persons who have charge of, handle, or have access to any property of the Authority shall be the members of the Board, the Treasurer, the Executive Director, and any such officers or persons to be designated or empowered by the Board. Each such officer of person shall be required to file an official bond with the Authority in an amount which shall be established by the Board. Should the existing bond or bonds of any such officer be extended to cover the obligations provided herein, said bond shall be the official bond required herein. The premiums on any such bond attributable to the coverage required herein shall be the appropriate expenses of the Authority.

2.16 **Audit.** The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit report shall be filed with the State Controller, and each Member Agency to the Authority no later than fifteen (15) days after receipt of said audit by the Board.
SECTION 3: PARTICIPATION IN AUTHORITY AND IMPLEMENTATION OF CCA PROGRAM

3.1 Participation in Authority. An interested incorporated municipality or county may become a Member Agency of the Authority and a party to this Agreement upon satisfaction of the following:

3.1.1 Adoption of a resolution by the governing body of an incorporated municipality or county requesting participation and an intent to join the Authority;

3.1.2 Adoption of an ordinance required by California Public Utilities Code § 366.2(c)(12) and execution of all necessary CCA Program documents by an incorporated municipality or county;

3.1.3 Adoption by an affirmative vote of the Board of a resolution authorizing participation of the additional incorporated municipality or county;

3.1.4 Payment of a membership payment, if any; and

3.1.5 Satisfaction of any conditions established by the Board.

3.2 Continuing Participation. The Member Agencies acknowledge that participation in the CCA Program may change by the addition or withdrawal or termination of a Member Agency. The Member Agencies agree to participate with additional Member Agencies as may later be added. The Member Agencies also agree that the withdrawal or termination of a Member Agency shall not affect this Agreement or the remaining Member Agencies’ continuing obligations under this Agreement.

3.3 Implementation of CCA Program.

3.3.1 Enabling Ordinance. Each Member Agency shall adopt an ordinance in accordance with California Public Utilities Code § 366.2(c)(12) specifying that the Member Agency intends to implement a community choice aggregation program by and through its participation in this Authority.

3.3.2 Implementation Plan. The Authority shall cause to be prepared an implementation plan meeting the requirements of California Public Utilities Code § 366.2 and any applicable regulations of the California Public Utilities Commission (“CPUC”). The Board shall approve the implementation plan prior to it being filed with the CPUC.

3.4 Authority Documents. The Member Agencies acknowledge and agree that the operations of the Authority will be implemented through various program documents and regulatory filings duly adopted by the Board, including, but not limited to, operating rules, an annual budget, and plans and policies related to the provision of the CCA Program. The Member
Agencies agree to abide by and comply with the terms and conditions of all such Authority documents that may be approved or adopted by the Board.

3.5 **Termination of CCA Program.** Nothing contained in this Agreement shall be construed to limit the discretion of the Authority to terminate the implementation or operation of the CCA Program at any time in accordance with any applicable requirements of state law.

**SECTION 4: FINANCIAL PROVISIONS**

4.1 **Fiscal Year.** The Authority’s fiscal year shall be twelve (12) months commencing July 1 of each year and ending June 30 of the succeeding year.

4.2 **Treasurer.** The Treasury of the member agency whose Treasurer is the Treasurer for the Authority shall be the depository for the Authority. The Treasurer of the Authority shall have custody of all funds and shall provide for strict accountability thereof in accordance with California Government Code § 6505.5 and other applicable laws. The Treasurer shall perform all of the duties required in California Government Code § 6505 et seq. and all other such duties as may be prescribed by the Board.

4.3 **Depository & Accounting.** All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with the funds of any Member Agency or any other person or entity. Disbursement of such funds during the term of this Agreement shall be accounted for in accordance with generally accepted accounting principles applicable to governmental entities and pursuant to California Government Code § 6505 et seq. and other applicable laws. There shall be a strict accountability of all funds. All revenues and expenditures shall be reported to the Board. The books and records of the Authority shall be open to inspection by the Member Agencies at all reasonable times.

4.4 **Budget.** The Board shall establish the budget for the Authority, and may from time to time amend the budget to incorporate additional income and disbursements that might become available to the Authority for its purposes during a fiscal year.

4.5 **Initial Funding of Authority.** WRCOG has funded certain activities necessary to implement the CCA Program. If the program becomes operational, these initial costs shall be included in the customer charges for electric services to the extent permitted by law, and WRCOG shall be reimbursed from the payment of such charges by customers of the Authority pursuant to a reimbursement agreement between Authority and WRCOG. Prior to such reimbursement, WRCOG shall provide such documentation of costs paid as the Board may request. The Authority may establish a reasonable time period over which such costs are recovered. In the event the program does not become operational, WRCOG shall not be entitled to any reimbursement of the initial costs.

4.6 **No Liability to the Member Agencies.** The debts, liabilities, or obligations of the Authority shall not be the debts, liabilities, or obligations of the individual Member Agencies unless the governing board of a Member Agency agrees in writing to assume any of the debts, liabilities, or obligations of the Authority. Notwithstanding Government Code section 895.2, if
the Authority is found to be liable for injury caused by a negligent or wrongful act or omission occurring in the performance of an agreement, no Member Agency is jointly or severally liable for such injury.

SECTION 5: WITHDRAWAL AND TERMINATION

5.1 Right to Withdraw. A Member Agency may withdraw its membership in the Authority, effective as of the beginning of the Authority's fiscal year, by giving no less than 180 days advance written notice of its election to do so, which notice shall be given to the Authority and each Member Agency. Withdrawal of a Member Agency shall require an affirmative vote of the Member Agency's governing board. A Member Agency that withdraws its participation in the Authority pursuant to this subsection may be subject to certain continuing liabilities as described in Section 5.4. The withdrawing Member Agency and the Authority shall execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary, as determined by the Board, to effectuate the orderly withdrawal of such Member Agency.

5.2 Right to Withdraw Prior to Program Launch. After receiving bids from power suppliers, the Authority must provide to the Member Agencies the report from the electrical utility consultant retained by the Authority that compares the total estimated electrical rates that the Authority will be charging to customers as well as the estimated greenhouse gas emissions rate and the amount of estimated renewable energy used with that of the incumbent utility. If the report provides that the Authority is unable to provide total electrical rates, as part of its baseline offering, to the customers that are equal to or lower than the incumbent utility or to provide power in a manner that has a lower greenhouse gas emissions rate or uses more renewable energy than the incumbent utility, a Member Agency may immediately withdraw its membership in the Authority without any financial obligation, as long as the Member Agency provides written notice of its intent to withdraw to the Authority Board no more than thirty (30) days after receiving the report.

5.3 Involuntary Termination. Membership in the Authority may be terminated for material non-compliance with the provisions of this Agreement or any other agreement or Board operating procedure relating to the Member Agency's participation in the CCA Program upon a vote of the Board.

5.4 Continuing Liability. Except as provided by Section 5.2, upon the withdrawal or involuntary termination of a Member Agency, the Member Agency shall remain responsible for any claims, demands, damages, or liabilities arising from the Member Agency's membership or participation in the Authority through the date of its withdrawal or termination. Claims, demands, damages, or liabilities for which a withdrawing or terminated Member Agency may remain liable, include, but are not limited to, losses from the resale of power contracted for by the Authority to serve the Member Agency's load and the administrative costs associated thereto. The Authority may withhold funds otherwise owed to the Member Agency or require the Member Agency to deposit sufficient funds with the Authority, as reasonably determined by the Authority to cover the Member Agency's costs described above. Upon notice by a Member Agency that desire to withdraw from the Authority, the Authority shall notify the Member
Agency of the minimum waiting period under which the Member Agency would have no costs for withdrawal if the Member Agency agrees to stay in for such period. The waiting period will be set to the minimum duration such that there are no costs transferred to remaining ratepayers. If the Member Agency elects to withdraw from the Authority before the end of the minimum waiting period, the charge for exiting shall be set at a dollar amount that would offset the actual costs to the remaining ratepayers served by the Authority, and may not include punitive damages that exceed actual costs.

5.5 Mutual Termination. This Agreement may be terminated by mutual agreement of all the Member Agencies; provided, however, that this subsection shall not be construed as limiting the rights of a Member Agency to withdraw in accordance with Section 5.1.

5.6 Disposition of Authority Assets Upon Termination of Agreement. Upon termination of this Agreement, any surplus money or assets in possession of the Authority for use under this Agreement, after payment of all liabilities, costs, expenses, and charges incurred by the Authority, shall be returned to the then-existing Member Agencies in proportion to the contributions made by each.

SECTION 6: MISCELLANEOUS PROVISIONS

6.1 Dispute Resolution. The Member Agencies and Authority shall make efforts to settle all disputes arising out of or in connection with this Agreement. Before exercising any remedy provided by law, a Member Agency or Member Agencies and the Authority shall engage in nonbinding mediation in the manner agreed to by the Member Agency or Member Agencies and the Authority. In the event that nonbinding mediation does not resolve a dispute within 120 days after the demand for mediation is made, any Member Agency or the Authority may pursue any all remedies provided by law.

6.2 Liability of Directors, Officers, and Employees. The Directors, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No current or former Director, officer, or employee will be responsible for any act or omission by another Director, officer, or employee. The Authority shall defend, indemnify, and hold harmless the individual current and former Directors, officers, and employees for any acts or omissions in the scope of their employment or duties in the manner provided by California Government Code § 995 et seq. Nothing in this section shall be construed to limit the defenses available under the law to the Member Agencies, the Authority, or its Directors, officers, or employees.

6.3 Indemnification. The Authority shall acquire such insurance coverage as the Board deems necessary to protect the interests of the Authority, the Member Agencies, and the Authority’s ratepayers. The Authority shall indemnify, defend, and hold harmless the Member Agencies and each of their respective members board or council members, officers, agents, and employees, from any and all claims, losses, damages, costs, injuries, and liabilities of every kind arising directly or indirectly from the conduct, activities, operations, acts, and omissions of the Authority under this Agreement.
6.4 Amendment of Agreement. This Agreement may be amended in writing with the approval of not less than two-thirds (2/3) of a vote of the Member Agencies.

6.5 Assignment. Except as otherwise expressly provided in this Agreement, the rights and duties of the Member Agencies may not be assigned or delegated without the advance written consent of all other Member Agencies. Any attempt to assign or delegate such rights or duties without express written consent shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon, the successors and assigns of the Member Agencies. This section does not prohibit a Member Agency from entering into an independent agreement with another entity regarding the financing of that Member Agency’s contributions to the Authority, or the disposition of proceeds which that Member Agency receives under this Agreement, so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Member Agencies under this Agreement.

6.6 Severability. If any part of this Agreement is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.

6.7 Further Assurances. Each Member Agency agrees to execute and deliver all further instruments and documents, and take any further action that may be reasonably necessary to effectuate the purposes of this Agreement.

6.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one and the same instrument.

6.9 Notices. Any notice authorized or required to be given pursuant to this Agreement shall be validly given if served in writing either personally, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (a) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt and (b) by mail shall be conclusively deemed given 48 hours after the deposit thereof (excluding Saturdays, Sundays and holidays) if the sender receives the return receipt. All notices shall be addressed to the office of the clerk or secretary of the Authority or Member Agency, as the case may be, or such other person designated in writing by the Authority or Member Agency. Notices given to one Member Agency shall be copied to all other Member Agencies. Notices given to the Authority shall be copied to all Member Agencies.

//

[INSERT SIGNATURE PAGES]
EXHIBIT A

List of Member Agencies
BYLAWS FOR
WESTERN COMMUNITY ENERGY

ARTICLE I
FORMATION

These Bylaws are provided for the organization and administration of Western Community Energy ("Authority") which has been established pursuant to that certain document entitled the Western Community Energy Joint Powers Agreement ("Agreement"). These Bylaws supplement the Agreement.

ARTICLE II
PURPOSES

The Authority is formed to study, promote, develop, conduct, operate, and manage energy and energy-related climate change programs, and to exercise all other powers necessary and incidental to accomplishing this purpose. These programs include, but are not limited to, the establishment of a Community Choice Aggregation Program known as the CCA Energy Program in accordance with the terms of the Agreement.

ARTICLE III
BOARD OF DIRECTORS

Section 1. Board of Directors.
The Authority shall be governed by a Board of Directors composed of one representative of each of the Member Agencies. The Board shall have all the powers and functions as set forth in Section 1.5 of the Agreement. The governing body of each Member Agency shall appoint and designate in writing to the Authority one regular Director who shall be authorized to act for and on behalf of the Member on all matters within the power of the Authority. The governing body of each Member Agency shall also appoint and designate in writing to the Authority one alternate Director who may vote on all matters when the regular Director is absent for a Board meeting. Both the Director and the Alternate Director shall be members of the governing body of the Member Agency.

Section 2. Appointment
Each Director and Alternate Director shall serve at the pleasure of the governing body of the Member Agency that the Director represents and may be removed as Director or Alternate Director by such governing body at any time.

Section 3. Vacancy
If at any time a vacancy occurs on the Board, for whatever reason, a replacement shall be appointed by the governing body of the subject member to fill the position of the previous Director within ninety days of the date that such position becomes vacant.

ARTICLE IV
OFFICERS AND TERMS OF OFFICE

Section 1. Officers
There shall be a Chairperson, a Vice-Chairperson, a Secretary and a Treasurer.

A. Chairperson. The Chairperson of the Authority shall be a Director. Duties of the Chairperson are to supervise the preparation of the business agenda, preside over Authority meetings, and sign all ordinances, resolutions, contracts and correspondence adopted or authorized by the Board. The term of office of the Chairperson shall be for one year.

B. Vice-Chairperson. The Vice-Chairperson shall be a Director. The Vice-Chairperson shall perform the duties of Chairperson in the absence of such officer. The term of office of the Vice-Chairperson shall be for one year.

C. Secretary. The Secretary will supervise the preparation of the meeting minutes and the maintenance of the records of the Authority. The term of the Secretary shall be for one year. The Secretary does not need to be a Director.

D. Treasurer and Auditor. The Treasurer shall have custody of all the money of the Authority and shall have all of the duties and responsibilities specified in Government Code § 6505.5. The Treasurer shall report directly to the Board and shall comply with the requirements of treasurers of incorporated municipalities. The positions of Treasurer and Auditor may be combined into one position known as the Treasurer/Auditor of the Authority. Neither the Treasurer nor the Auditor needs to be a Director. The term of the Treasurer and Auditor shall be for one year. The Board may transfer the responsibilities of the Treasurer and Auditor to any person or entity permitted by law.

E. Election of Officers. An annual meeting of the Board shall be held in [INSERT MONTH] of each year or as soon thereafter as possible to elect the officers of the Authority.

F. Terms of Office. The elected Chairperson and Vice-Chairperson shall assume office at the close of the meeting of their election and each officer shall hold office for one year, or until his or her successor shall be elected.

G. No Term Limits. There are no limits on the numbers of terms that an officer of the Authority may serve.

H. Committees. The Board or the Chairperson may delegate specified functions or actions to a committee that may be established by the Board. Each duly established committee may establish any standing or ad hoc committees determined to be appropriate or necessary. The duties and authority of all committees shall be subject to the approval and direction of the Board.
ARTICLE V
MEETINGS

Section 1. Regular Meetings
The Board by resolution shall establish the date, time and meeting location of all regular meetings of the Board. Special meetings may be called upon the request of a majority of the members of the Board or by the Chairperson.

Section 2. Open Meetings
The meetings of the Board, the Executive Committee and all other committees established by the Board shall be governed by the provisions of the Ralph M. Brown Act (California Government Code § 54950 et seq.).

ARTICLE VII
VOTING

Each member of the Board shall have one vote on all matters unless otherwise provided by the Agreement or these Bylaws. Unless the Agreement or these Bylaws require a two-thirds vote, action on all items shall be determined by a majority vote of the quorum present and voting on the item.

ARTICLE VIII
POLICY REGARDING CONFIDENTIAL INFORMATION DISCLOSED DURING CLOSED SESSIONS

It is vital that members of the Board divulge certain privileged information obtained in closed sessions at the Authority to their own governing bodies meeting in closed sessions. Thus, these Bylaws adopt the policy set forth in California Government Code § 54956.96, which authorizes the disclosure of closed session information that has direct financial or liability implications for that Member Agency to the following individuals:

A. All information received by the governing body of the Member Agency in a closed session related to the information presented to the Authority in closed session shall be confidential. However, a member of the governing body of a Member Agency, or his/her duly appointed alternate to the Authority, may disclose information obtained in a closed session that has direct financial or liability implications for that Member Agency to the following individuals:

1. Legal counsel of that Member Agency for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member Agency.

2. Other members of the governing body of the Member Agency present in a closed session of that Member Agency, as well as other persons that may be invited to attend the closed session by the Member Agency’s governing body.
B. The governing body of the Member Agency, upon the advice of its legal counsel, may conduct a closed session in order to receive, discuss, and take action concerning information obtained in a closed session of the Authority pursuant to this policy.

ARTICLE IX
EXECUTIVE DIRECTOR

Section 1. Duties.
In addition to those duties set forth in the Agreement, the duties of the Executive Director are:

A. To administer all contracts.

B. To have full charge of the administration of the business affairs of the Authority.

C. To exercise general supervision over all property of the Authority.

D. To accept, on behalf of the Authority, easements and other property rights and interests.

E. To be responsible for the purchase of all supplies and equipment of the Authority.

Section 2. Contracts.
The Executive Director is authorized to contract and execute on behalf of the Authority, contracts for supplies, equipment and materials, and consultants not to exceed $100,000.00, provided the contract relates to purposes previously approved and budgeted by the Board.

ARTICLE VIII
DEBTS, LIABILITIES AND OBLIGATIONS

As provided by Section 6.2 of the Agreement, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the individual Member Agencies unless the governing board of a Member Agency agrees in writing to assume any of the debts, liabilities, or obligations of the Authority. Notwithstanding Government Code section 895.2, if the Authority is found to be liable for injury caused by a negligent or wrongful act or omission occurring in the performance of an agreement, no Member Agency is jointly or severally liable for such injury.

ARTICLE IX
AMENDMENTS

These Bylaws and any amendments may be amended by the Board.
Verbal Presentation
Verbal Presentation
CITY COUNCIL
AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: Youth Advisory Committee Appointment and Graduating Senior Medals

REQUESTED ACTION: APPOINT members for the Youth Advisory Committee

CONTACT: Sabrina Chavez, Director of Housing and Community Services

BACKGROUND/DISCUSSION:

In 2013, the City of Perris formed the Youth Advisory Committee (Y.A.C.) designed to empower youth and enable them to make a direct impact on the youth in the community. The Y.A.C. serves as a liaison between the City Council and youth community on issues affecting them. Youth that are eligible to apply for membership must be: 1) 13-18 years of age; 2) 8th-12th grade students; and 3) reside within city limits and unincorporated areas of Perris.

City staff and Y.A.C. members promoted membership for the next fiscal year during the application period from March 24, 2018 to May 31, 2018. Marketing efforts consisted of designing flyers for posting on the City’s Recreation Newsletter, Facebook, Website, Twitter, Teen Center, and gymnasium. Y.A.C. members also promoted at their schools and at local city events.

The Y.A.C. is composed of eleven (11) Representatives with an additional five (5) members designated as Members-at-Large. Members-at-large are allowed to attend YAC meetings, provide suggestions, feedback, and participate in events and activities. Members-at-Large do not have any voting rights in the YAC. Each year all existing members must reapply, allowing for ten (10) Representative positions to be available. A total of seventeen (17) applications were received by the deadline of May 31, 2018.

After successfully completing the interview process before Y.A.C. and City Y.A.C Liaisons on June 5, 2018 and June 6, 2018, the following eleven (11) candidates are recommended for appointment as Representatives:

Amari Miller  Ashley Ruiz  Angel Upson  Aaliya Upson  Carlos R. Flores  Dianne Ochoa
Jaylyn Burke  Brianna Espinoza  Stephanie A. Marin  Riley Bjorklud  Naomi Acosta

The following five (5) candidates are recommended for position as Members-at-Large:

Jodi Lacangan  Joanna Olivia Zaragoza  Litzy Rodriguez  Iridiana Ray  Heber Luviano

The candidate’s applications, which include their response to supplemental questions, are available for review at the Housing Authority. Candidates have been invited to briefly introduce themselves before City Council. At this time, Y.A.C. is recommending that the City Council appoint to the Youth Advisory Committee, the above mentioned, eleven (11) candidates as Representatives and five (5) candidates as Members-at-Large.
In conclusion, City staff and Y.A.C. would also like to recognize the following five (5) Y.A.C. members who are graduating seniors this year, and congratulate them on their college acceptance:

Jacquelyn Reliford - University of California San Diego
Ebere Amadi Azuogu – Pomona College
Gabriel Vallin – University of California San Diego
Megan Baker – University of California Riverside
Kimberly Castillo – Los Angeles City College

BUDGET IMPACT: Cost for staff preparation of this item is covered in the current budget for fiscal year 2017-2018

Prepared By: Juan Rodriguez, Recreation Coordinator
Reviewed By: Sabrina Chavez, Director of Housing and Community Services
City Attorney: N/A
Assistant City Manager: Darren Madkin, Assistant City Manager
Attachment: Jennifer Erwin
Consent Item: 
Public Hearing: 
Business Item: X
Other: 

X
CITY COUNCIL/SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY/PUBLIC FINANCE
AUTHORITY/PUBLIC UTILITY AUTHORITY/
HOUSING AUTHORITY/PERRIS COMMUNITY
ECONOMIC DEVELOPMENT CORPORATION

AGENDA SUBMITTAL

Meeting Date: June 12, 2018

SUBJECT: Designation of City Councilmember Voting Delegates and
Alternates for the League of California Cities (L.C.C.)
Annual Conference, Long Beach, California September 12-14,
2018

REQUESTED ACTION: Appoint a City Councilmember as a voting delegate and
Alternate for the L.C.C. Conference

CONTACT: Richard Belmudez, City Manager

BACKGROUND/DISCUSSION: The League of California Cities Annual Conference
is being held in Long Beach, California September 12-14, 2018. An important part of the
Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for
12:30 p.m. on Friday, September 14th at the Long Beach Convention Center. At this meeting, the
League Membership considers and takes action on resolutions that establish League policy. In
order to vote at the Annual Business meeting the City Council must designate a voting delegate.
In the event that the designated voting delegate is unable to serve in that capacity, the City may
appoint up to two alternate voting delegates.

BUDGET (or FISCAL) IMPACT: No Fiscal Impact

Reviewed by:
Assistant City Manager
Director of Finance

Attachments: Voting Delegate/Alternate Form

Consent:
Public Hearing:
Business Item: June 12, 2018
May 17, 2018

TO: Mayors, City Managers and City Clerks

RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference – September 12 - 14, Long Beach

The League’s 2018 Annual Conference is scheduled for September 12 – 14 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly), scheduled for 12:30 p.m. on Friday, September 14, at the Long Beach Convention Center. At this meeting, the League membership considers and takes action on resolutions that establish League policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to the League’s office no later than Friday, August 31, 2018. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please note the following procedures are intended to ensure the integrity of the voting process at the Annual Business Meeting.

- **Action by Council Required.** Consistent with League bylaws, a city’s voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates must be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. To register for the conference, please go to our website: [www.cacities.org](http://www.cacities.org). In order to cast a vote, at least one voter must be present at the
Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to League policy.

2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the League Credentials Committee.

3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.

4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.

5. **Voting.** To cast the city's vote, a city official must have in his or her possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.

6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.

7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.
2018 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM

Please complete this form and return it to the League office by Friday, August 31, 2018. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: ____________________________
Title: ____________________________

2. VOTING DELEGATE - ALTERNATE

Name: ____________________________
Title: ____________________________

3. VOTING DELEGATE - ALTERNATE

Name: ____________________________
Title: ____________________________

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: ____________________________ E-mail ____________________________
Mayor or City Clerk ____________________________ Phone: ____________________________
(circle one) ____________________________ (signature) ____________________________
Date: ____________________________

Please complete and return by Friday, August 31, 2018

League of California Cities
ATTN: Kayla Curry
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
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(916) 658-8254