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

AGENDA

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

Tuesday, May 14, 2019
6:30 P.M.
City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North “D” Street
Perris, California

CLOSED SESSION: 5:45 P.M.

ROLL CALL

Magaña, Corona, Rabb, Rogers, Vargas

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

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

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

2. ROLL CALL:

Magaña, Corona, Rabb, Rogers, Vargas
3. **INVOCATION:**

Reverend Cheri Metier  
First Congregational Church  
100 North “A” Street  
Perris, CA 92570

4. **PLEDGE OF ALLEGIANCE:**

Mayor Pro Tem Magaña 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 a Proclamation to April Jones, Riverside University Health System Behavioral Health Commission, Proclaiming May 2019 Mental Health Month

B. Introduction of New City Employees

7. **APPROVAL OF MINUTES:**

A. Consideration to approve the Minutes of the Special Joint Meeting held on April 23, 2019 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. Consideration to Adopt the Second Reading of Ordinance Number 1380 to Amend Animal Control Ordinance Number 1168, in its entirety.

The Second Reading of Ordinance Number 1380 is entitled:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING TITLE 8 OF THE PERRIS MUNICIPAL CODE CONCERNING REGULATION OF ANIMALS WITHIN THE CITY.**
B. Consideration to Adopt Resolution Number (next in order) to Amend the Existing Animal Control Fee Schedule for Animal Control Services, effective August 1, 2019

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, AMENDING FEES FOR SERVICES PROVIDED BY THE CITY’S PUBLIC WORKS DEPARTMENT, ANIMAL CONTROL DIVISION PURSUANT TO PROVISIONS OF ORDINANCE NUMBER 1380 AND FEES ASSOCIATED WITH VIOLATIONS OF SAID ORDINANCE

C. Consideration to Adopt the Second Reading of Ordinance Number 1383 Amending Chapter 19.85 of the Perris Municipal Code, in its entirety, to update and revise Regulations for Wireless Telecommunications Facilities on Public and Private Properties in the City of Perris.

The Second Reading of Ordinance Number 1383 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 19.85 OF THE MUNICIPAL CODE IN ITS ENTIRETY TO UPDATE AND REVISE REGULATIONS FOR WIRELESS TELECOMMUNICATION FACILITIES ON PUBLIC AND PRIVATE PROPERTY WITHIN THE CITY OF PERRIS.

D. Consideration to approve payment for vehicles purchased in FY 2018/19 and invoiced in the current fiscal year.

E. Consideration to Award Bid for the Community Development Block Grant (CDBG) Funded D Street Area Enhancements at 2nd Street (CIP# S-007-2018-19) Project to Greer’s Contracting and Concrete, Inc.

F. Consideration to adopt Resolution Numbers (next in order) regarding Annual Engineer’s Report for Maintenance District No. 84-1 (MD 84-1).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER’S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR CITY OF PERRIS MAINTENANCE DISTRICT 84-1

3

05-14-19 AGENDA
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

G. Consideration to adopt Resolution Numbers (next in order) regarding Annual Engineer’s Report for Landscape Maintenance District No. 1 (FY 2019-2020).

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


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

H. Consideration to adopt Resolution Number (next in order) regarding Annual Engineer’s Report for Flood Control Maintenance District No. 1 (FY 2019-2020).

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

I. Consideration to approve a one-year Extension of Time (19-05071) for Tentative Tract Map 33973, located north of San Jacinto River, west
of McPherson Road, south of Ethanac Road and east of Sophie Street. (Applicant: Howard Mitzman)

J. Consideration to approve a Contract Services Agreement with Robert E. Cendejas and Associates, Inc. for Identification and Outreach of Major Retail Businesses for Relocation of Retail Sales Offices within the City.

K. Consideration to approve a Contract Services agreement with UniFirst Corporation to provide Uniforms to Public Works Field Staff.

L. Consideration to approve a contract with The PUN Group Accountant & Advisors, to provide Audit Services to the City of Perris for the Fiscal Years ending June 30, 2019, June 30, 2020 and June 30, 2021.

M. Consideration to approve a fee waiver of rental fees in support of Immanuel House for a graduation ceremony to be held on May 23, 2019 at the Bob Glass Gymnasium.

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 adopt Resolution Numbers (next in order) regarding Annexation of Development Plan Review (DPR) 16-00013 (First Perry Logistics) to the City’s Maintenance Districts. DPR 16-00013 is a 10.95-acre Industrial Project located at the Southwest Corner of Perry Street and Redlands Avenue. (Owner: First Industrial, L.P.)

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


A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION
OF DPR 16-00013 TO BENEFIT ZONE 142, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER’S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020


Introduced by: Habib Motlagh, City Engineer

PUBLIC COMMENT:

B. Consideration to adopt Resolution Numbers (next in order) regarding Annexation of parcels into Community Facilities District (CFD) 2001-3 (North Perris Public Safety District) – Annexation No. 29. APN# 302-130-042, First Perry Logistics. (Owner: First Industrial, L.P.)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 29 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 29


Introduced by: Ron Carr, Interim Finance Director
C. Consideration to adopt Resolution Numbers (next in order) to Acquire Real Property for the Widening of Redlands Avenue.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR’S PARCEL NOS. 303-140-001 AND 310-140-002

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR’S PARCEL NO. 303-150-001

Introduced by: Eric Dunn, City Attorney

PUBLIC COMMENT:

D. Consideration to adopt Resolution Number (next in order) approving the 2019-2024 Consolidated Plan with Analysis of Impediments to Fair Housing Choice and the FY 2019-2020 Action Plan with proposed funding for the Community Development Block Grant (CDBG) Program. (Applicant: City of Perris Housing Authority)

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


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

PUBLIC COMMENT:
10. **BUSINESS ITEMS** (not requiring a “Public Hearing”): **NO BUSINESS ITEMS**

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

11. **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 City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.
MEETING DATE: May 14, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council Meeting held on April 23, 2019

CONTACT: Nancy Salazar, City Clerk

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
Consent:
Public Hearing:
Business Item:
Presentation:
Other: Approval of Minutes
CITY OF PERRIS

MINUTES:

Date of Meeting: April 23, 2019
06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 6:00 p.m.

ROLL CALL

Present: Rogers, Magaña, Corona, Rabb, Vargas

Staff Present: City Manager Belmudez, Assistant City Attorney Khuu and City Clerk Salazar

A. Conference with Real Property Negotiators – Government Code Section 54956.8
   Property: APN 326-072-004 City Negotiator: Richard Belmudez, City Manager
   Negotiating Parties: Donald and Jacqueline Fenaroli Under Negotiation: Price and
   Terms of Payment

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

The City Council adjourned to Closed Session at 6:01 p.m.

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

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

2. ROLL CALL:

   Present: Rogers, Magaña, Corona, Rabb, Vargas

   Staff Members Present: City Manager Belmudez, Assistant City Attorney Khuu,
   City Engineer Motlagh, Assistant City Manager Miramontes, Assistant City
   Manager Carlos, Police Captain Fellows, Chief Information Officer Cervantes,
   Director of Planning and Economic Development Williams, Interim Director of
   Finance Carr, Director of Public Works Hartwill and City Clerk Salazar.

3. INVOCATION: Pastor Mark Ely The Church of the New Covenant
   328 East 6th Street Perris, CA 92570

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

5. REPORT ON CLOSED SESSION ITEMS:

Assistant City Attorney Khuu reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted that an update was given, direction was given to staff, but no reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. City of Perris Employee of the Quarter Recognition for the First Quarter of 2019.

B. Presentation of 2019 City of Perris City-Wide Health Fair and Empowering Your Mind Youth Conference by Crystal Lopez, Public Health Supervisor.

Item 6.D. was taken prior to Item 6.C.

D. Sponsorship Recognition for the Veteran’s Day Event by Mark Yarbrough, Commander of the Sons of the American Legion.

C. Presentation of 2019 Certificates to Miss Perris Valley “Sieara Avila” and Miss Teen Perris Valley “Maria Flores”.

7. APPROVAL OF MINUTES:

A. Approved the Minutes of the Special Joint City Council Meeting held on April 5, 2019 and the Regular Joint Meeting held on April 9, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

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

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

NOES: 

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

City Manager Belmudez noted that a comment letter from Southern California Edison (SCE), had been received, via email, regarding Item 8.B.

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

A. Ratified Resolution Number 5475 declaring the Results of the Special
Election for Annexation 31 into CFD 2001—3.

Resolution Number 5475 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
ACTING AS THE LEGISLATIVE BODY OF COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC
SAFETY) OF THE CITY OF PERRIS, DECLARING THE RESULTS OF
A SPECIAL ELECTION RELATING TO ANNEXATION NO. 31 AND
ORDERING THE ANNEXATION OF SUCH TERRITORY, THE
LEVYING OF A SPECIAL TAX WITHIN THE AREA OF
ANNEXATION NO. 31 AND DIRECTING THE RECORDING OF A
NOTICE OF SPECIAL TAX LIEN.

B. Adopted Resolution Number 5481 Supporting Balanced Energy Solutions
and Maintaining Local Control of Energy Solutions.

Resolution Number 5481 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUPPORTING
BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL
CONTROL OF ENERGY SOLUTIONS.

C. Adopted Resolution Numbers 5482 and 5483 Accepting Nuevo Road
Properties’ Irrevocable Offer of Dedication for Public Purposes and
Resolution Number (next in order) Accepting Hal W. Costelloe’s
Irrevocable Offer of Dedication for Public Purposes.

Resolution Number 5482 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING NUEVO ROAD PROPERTIES’ IRREVOCABLE OFFER
OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APNS
310-180-050 AND 310-180-051)

Resolution Number 5483 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING HAL W. COSTELLOE’S IRREVOCABLE OFFER OF
DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-
180-045)

D. Adopted Resolution Number 5484 approving a Master Network License
Agreement between New Cingular Wireless PCS, LLC (AT&T) and the
City of Perris for a 10-year period to lease, install and operate small cell
facilities on street light poles at various locations in the City of Perris and
authorize the City Manager to execute all documents necessary to complete
the Master Network License Agreement transaction. (Applicant: New
Cingular Wireless)

Resolution Number 5484 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS,
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING A
MASTER NETWORK LICENSE AGREEMENT BY AND BETWEEN
THE CITY OF PERRIS AND NEW CINGULAR WIRELESS PCS, LLC,
A DELAWARE LIMITED LIABILITY COMPANY (“COMPANY”) FOR
A 10-YEAR RENEWABLE PERIOD TO LEASE, INSTALL AND OPERATE SMALL CELL (STEALTH) WIRELESS FACILITIES.

E. Approved the Agreement for the Purchase and Sale of Real Property located on the south side of 10th Street and easterly of “D” Street (APN 313-272-005) and authorized the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney. (Owners: Julian and Clementina Rubalcava)

F. Approved Construction Change Orders for the Senior Center Billiards Room Remodel Project for a total of $130,000 budget appropriation.

G. Approved the Agreement with LEEDAV Co., Inc. (Safe Swim) for Professional Lifeguard Services for the Summer Aquatics Program and approved a Budget Appropriation Request in the amount of $91,000 for Fiscal Years 2018-2020.

H. Approved the cancellation of the April 30, 2019 City Council Meeting.

I. Approved the City of Perris Monthly Check Register for March 2019.

The Mayor called for a motion.

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

9. PUBLIC HEARINGS:

There were no Public Hearings.

10. BUSINESS ITEMS:

There were no Business Items.

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:
Michael Weir
William Johnson

12. COUNCIL COMMUNICATIONS:

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

13. CITY MANAGER’S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:33 p.m.

Respectfully Submitted,

__________________________
Nancy Salazar, City Clerk
MEETING DATE: May 14, 2019

SUBJECT: Second Reading of Amended Animal Control Ordinance No. 1168

REQUESTED ACTION: ADOPT Amended Ordinance No. 1168 to bring the ordinance to current date and align with Riverside County’s Animal Control Ordinance.

CONTACT: Daryl Hartwill, Public Works

BACKGROUND/DISCUSSION:

On March 26, 2019, the City Council introduced the first reading of the Amended Ordinance Number 1168. The proposed revisions provide specific direction to staff and will improve the quality of services, effectiveness, efficiency and transparency to the public. The proposed changes to Title 8, Chapter 8.01 to 8.05. include updating outdated terms; adding Penal Code §597.1, mandatory spay/neuter and microchipping, administrative process to determine potentially dangerous animals; administrative hearing pertaining to noisy animals. Upon adoption, the Ordinance will become effective thirty days thereafter, June 13, 2019.

Staff is recommending Council Adopt amended Ordinance No. 1168 and bring the existing ordinance to current date aligning with Riverside County’s Animal Control Ordinance. The ordinance revisions were reviewed during the Public Works sub-committee meeting held on February 28, 2019.

BUDGET (or FISCAL) IMPACT: There is no budgetary impact.

Prepared by:

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments: Revised Ordinance No. 1168

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:
ORDINANCE NO. (NEXT IN ORDER)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING TITLE 8 OF THE PERRIS MUNICIPAL CODE CONCERNING REGULATION OF ANIMALS WITHIN THE CITY

WHEREAS, Title 8 of the Perris Municipal Code has not been updated since 2005;

WHEREAS, the City Council now desires to update Title 8 of the Perris Municipal Code to ensure that it is consistent with the needs of the community.

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

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein by reference as if set forth in full.

Section 2. Amendment to Title 8 of the Perris Municipal Code. Title 8 of the Perris Municipal Code is hereby replaced in its entirety as follows:

“Title 8 - ANIMALS

Chapter 8.01 - ANIMALS GENERALLY

8.01 - ANIMAL CONTROL AND WELFARE – DEFINITIONS AND GENERAL

8.01.010 - Definitions.

Unless the context requires otherwise, the following words, when used in this chapter, shall have the meaning set forth in this section. Variants of defined terms shall be construed in the same manner as the defined terms themselves.

“Animal” means any vertebrate creature, domestic, exotic or wild, including, but not limited to, birds, fishes, reptiles and nonhuman mammals.

“Animal Control Officer” means any person appointed by the City as an authorized agent who is qualified to perform such duties under the laws of this state.

“Animal establishment” means any pet shop, grooming shop, animal auction, riding school or stable, zoological park, circus, performing animal exhibition, kennel or animal shelter.
“Animal exhibition” means any display containing one or more animals which are exposed to public view for entertainment, instruction or advertisement, excluding fairs, livestock shows, rodeos, purebred dog and pedigree cat shows, obedience trials and competitions, field trials, and any other fair or exhibition intended to advance agricultural arts and sciences.

“Animal services” mean the City-funded program that provides staffing, facilities and resources to operate the City animal control and animal shelter operations.

“Animal shelter” means any nonprofit private or publicly owned facility authorized to impound or care for animals held under the authority of this chapter or State law.

“Assistance Dog” means any dog, such as a guide dog, signal dog or service dog as defined in California Food and Agriculture Code, Section 30850(a).

“At large” means the status of any animal, other than a wild animal in its established habitat which is not tethered or otherwise confined on the property where it is authorized to be, or which is not on a leash held by a person physically capable of restraining such animal, or is not otherwise physically restrained to the same extent by some other device.

“Attack” means any action by an animal which places a person in danger of immediate bodily harm.

“Breeder” means an owner/lessor/breeder of any animal, including fowl, who is licensed by the City to breed animals for resale, individually or in litter lots, whether any of these animals are also kept for personal use.

“Caretaking” shall mean the temporary act of housing, caring for or sheltering any animal at a location which is legally owned by another party.

“Carnival” means any commercial variety show exhibiting or presenting animal acts for public entertainment.

“Cattery” means any building, structure, enclosure or premises upon or within which four or more cats, four (4) months or older, are kept or maintained.

“Circus” means any commercial variety show exhibiting or presenting animal acts for public entertainment.

“Commercial purposes” means any premises wherein any person engages in the business of boarding, breeding, buying, letting for hire, training for a fee or selling animals.
“Complaining Party.” Person or persons who contact the Animal Control Division regarding any matter relating to animal welfare or any potential violation relating to this ordinance.

“Coop” means any small enclosure which is designed and intended for the safe containment of small animals or fowl of such a size as to allow the confined small animal or fowl adequate room to move about freely within the enclosure. At minimum, the coop shall provide three (3) square feet of area for each animal contained therein, as well as the ability to provide for an adequate source of clean drinking water as well as separation of animal wastes from the animal.

“Dangerous animal” Any animal which does any of the following:

Any animal that has twice within a thirty-six (36) month period in two (2) separate incidents has, actively pursued, attacked, bitten or otherwise caused a less severe injury than a “substantial injury”, to another person or animal engaged in lawful activity; or,

Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in substantial injury or death to an animal or substantial injury to a person; or,

Any animal that has been previously declared a “potentially dangerous animal” and the Owner has failed to restrain the animal as so directed by the Animal Control Officer; or,

Any animal which has been declared a “potentially dangerous animal” as defined by California State law during any legal proceeding.

“Dog kennel” means any building or premises upon or within which five or more dogs, four (4) months of age or older, are kept or maintained.

“Domesticated animal” means a cat, dog, rabbit, mouse, turtle, fish, bird of the parrot family and/or a caged reptile which is permanently maintained within a residence.

“Euthanasia” means the humane death of an animal brought about by an authorized person and by a method approved by the Senior Animal Control Officer and local veterinary doctors.

“Exigent circumstances” mean any circumstances in which an Animal Control Officer, in his or her best judgment, determines that a life threatening or serious injury is likely to occur, if immediate action is not taken. For the purposes of this title, examples of exigent circumstances include, but are not limited to, where an
animal may die if not immediately transported to a veterinarian, or an animal may bite and seriously injure a human or other animal if not immediately impounded, or an animal may die if an officer does not immediately enter property to rescue the animal.

"Exotic animal" means any animal which is not normally domesticated in the United States including, but not limited to, any lion, tiger, bear, nonhuman primate (monkey, chimpanzee, etc.), wolf, coyote, fox, opossum, raccoon, ferret, weasel, cougar, badger, lynx, bobcat, ocelot, wildcat, skunk, emu, leopard, panther, a hybrid animal or venomous snake, irrespective of its actual or asserted state of docility, tameness or domesticity.

"Fostering" shall mean the act of housing, caring for or sheltering any animal on a temporary basis, for the purpose of securing a permanent home for said animal or for arranging the permanent adoption of said animal.

"Fowl" means any animal which is a bird including pigeons, ducks, geese, turkeys, chickens, peacocks and roosters.

"Guide dog" means a properly trained dog which has been certified, or is in training to be certified, by a licensed guide (seeing eye) dog agency and is actually being used by a sight-impaired person.

"Impounded" means the status of an animal which has been received into the custody of an Animal Control Officer or peace officer duly authorized by the law to receive custody of such animal, whether held in personal custody, in an animal shelter, or in a vehicle controlled by such officer.

"Infectious disease" means any infectious, contagious or communicable disease sufficiently dangerous to the public health or to the health of animals within the City to warrant putting into effect the provisions of this title and any rules or regulations adopted pursuant thereto.

"Large animal" means any horse, ostrich, sheep, goat, swine, bovine, ox, buffalo, cattle, llama, donkey and/or mule.

"Licensed animal" means an animal in respect to which a current valid license has been issued by the City or other agency of competent jurisdiction.

"Livestock" means any domesticated animal, other than a dog, cat or fish, including a horse, sheep, rabbit, goat, swine, bovine, ox, buffalo, cattle, ostrich, peacock, buffalo, chicken, pigeon, duck, goose, turkey, llama, donkey or mule which is kept in captivity under the control or ownership of any person for any purpose.
"Noisy Animal." Any animal or animals maintained on the same premises or location whose excessive, unrelenting or habitual barking, howling, crying or other noises or sounds annoy or become offensive to a resident or residents in the vicinity thereby disturbing the peace of the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity hearing such sound.

"Nuisance" means a condition in which an animal: damages, soils, defiles or defecates on private property other than the owner's or on public walks and recreation areas unless such waste is immediately removed and properly disposed of by the owner; causes unsanitary, dangerous or offensive conditions; causes a disturbance by excessive barking or other noise making if confirmed by three independent witnesses; or chases vehicles, or molests, attacks or interferes with persons or other domestic animals on public property.

"Official police dog" means any canine trained for law enforcement purposes, when used by the police department for such purposes, and when so designated by the police chief by the issuance of distinguishing tags.

"Owner" means any person (except where a particular status is compelled by the context in which used) keeping, harboring, in possession of, or having custody or control over any animal; any person having title to any animal; any person who has, harbors or keeps, or who causes or permits to be harbored or kept, an animal in the person's care; or any person who permits an animal to remain on or about the person's premises for a period of thirty consecutive days or more.

"Performing Animal Exhibition" means any spectacle, display, act or event, other than circuses, in which performing animals are used. This shall include animal amusement vendors such as but not limited to, pony-go-round rides, horseback pictures, performing elephants, etc.

"Permit" means an authorization from the City stipulating conditions under which animals may be kept in commercial and private establishments.

"Permitted facility" means any physical location which engages in "Commercial purposes" as defined in this Chapter; provided that the facility complies with the City's Zoning and Land Use requirements.

"Person" means any individual, firm, business, partnership, joint venture, corporation, association, club, organization or other legal entity.

"Pet" means any animal kept for pleasure rather than utility.
“Pet shop” means any person, whether operated separately or in connection with another business enterprise, except for a permitted and licensed kennel or cattery, that buys, sells, or boards any species of animal.

“Pigeon” means any bird described as a pigeon, homing pigeon or racing pigeon.

“Potentially dangerous animal” means any of the following:

1. Any animal which has once actively pursued, attacked, bitten or otherwise caused a less severe injury than a “substantial injury” to another person engaged in a lawful activity; or,

2. Any animal which has once attacked, bitten, or otherwise caused a less severe injury than a “substantial injury” to another animal; or,

3. Any animal that is found actively pursuing livestock, poultry, dogs, cats or animals as defined within the Chapter; or,

4. Based on evidence presented to the Animal Control Officer upon investigation, that in the Animal Control Officer’s professional judgment, the animal is potentially dangerous.

“Public entity” means any state or any political subdivision, municipal corporation, body politic, public corporation or agency of a state.

“Public nuisance” means any animal or animals which: (a) molests passersby or passing vehicles; (b) attacks other animals; (c) trespasses on school grounds; (d) is repeatedly at large; (e) damages private or public property; or (f) barks, whines or howls in excessive, continuous or untimely fashion.

“Quarantine” means the strict confinement of an animal upon the premises of the owner or elsewhere as approved by the Senior Animal Control Officer.

“Responsible Party” shall mean any of the following:

The person or persons who own the property where the animal is located;

The person or persons in charge of the premises where the animal is located;

The person or persons occupying the premises where the animal is located;

The owner of the animal.

“Secure enclosure” means a fence or structure suitable to prevent the entry of young children and/or any part, limb or appendage of any child, and which is
suitable to confine a potentially dangerous animal or a vicious animal in conjunction with other measures which may be taken by the owner or keeper of the animal or at the direction of the Senior Animal Control Officer. The enclosure shall be designed to prevent the animal from escaping and from preventing an adult or child from coming into contact with the animal. Chains, where a person can walk within the length of the chain, an electronic collar or an invisible fence are not sufficient restraints or enclosures. Such an enclosure must also comply with all City planning requirements for fencing and enclosures including, but not limited to, requirements for zoning, design, height and materials used.

“Senior Animal Control Officer” means the supervising Animal Control Officer of the City or the person duly authorized by such officer to enforce the provisions of this chapter.

“Service dog” Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual or other mental disability. The tasks performed by the dog must be directly related to the person’s disability as set forth within the American’s with Disabilities Act (ADA).

“Signal dog” means any dog trained or being reared, trained or used for the purpose of alerting a deaf person or a person whose hearing is impaired, to intruders or sounds.

“Small animal” means any rabbit, turtle, chinchillas, or other similarly sized animal.

“Substantial injury” means a substantial impairment of the physical condition of a person that requires professional medical treatment, including, but not limited to: loss of consciousness, concussion, bone fracture, protracted loss or impairment of the function of any bodily member or organ, tissue tears or punctures, disfiguring lacerations, a wound requiring multiple sutures, or any injury requiring corrective or cosmetic surgery.

“Vaccination” means an inoculation with a vaccine against rabies, in accordance with requirements of Section 121690 of the California Health and Safety Code.

“Veterinarian” means a person holding a currently valid license to practice veterinary medicine, dentistry and surgery.

“Vicious animal” means any animal that:

Has previously been declared a “Dangerous Animal”; or,
Has caused "Substantial Injury" or death to a person; or,

Has been kept, owned, trained or possessed for the purpose of being engaged in an exhibition of fighting with another dog as defined in Penal Code Section 597.5; or,

In the opinion of the Senior Animal Control Officer, poses an immediate threat to health and safety of persons or animals.

8.01.020 - Duties and powers of officers.

A. It is the duty of all peace officers within the City, to cooperate with and assist the Senior Animal Control Officer or their designee, environmental health Senior Animal Control Officer or their designee and the Senior Animal Control Officer or their designee in the enforcement of the provisions of this chapter, and in the enforcement of California State law relating to the regulation, care and/or keeping of animals, and such peace officers and the Senior Animal Control Officer or their designee shall be empowered to:

1. Receive, take up and impound:

   a. All animals which are creating a public nuisance, or which are found running at large in violation of this Ordinance, of any other ordinance or of any law of the State of California;

   b. All potentially dangerous animals, dangerous, or vicious animals;

   c. All animals which, without provocation or direction, may be threatening the safety of any person or other animal, whether or not the threatening animal is a potentially dangerous animal, dangerous animal, or vicious animal.

2. Issue a warning notice for, citation for, or investigate any violation of any provisions of any City ordinance or California law regarding the care or keeping of animals;

3. Investigate whether a dog is licensed in compliance with the requirements of this chapter;

4. Seize and impound any animal as authorized by this chapter or any other City of Perris Ordinance or State law. When the animal to be taken or seized is located inside a private residence or in its curtilage, a judicial order directing seizure of the animal shall, absent exigent circumstances, be obtained prior to seizure;

5. Investigate the condition and behavior of any animal alleged or believed to be potentially dangerous, dangerous, vicious, abused or abandoned and take such action under this chapter as may be appropriate;
6. Regularly and adequately feed, water and otherwise care for any animals impounded under the provisions of this chapter, other ordinance or State law or to provide for such feeding and/or watering and care;

7. Humanely destroy or give emergency care to sick or injured animals. Any dog, cat or other animal which is abandoned, neglected, sick, lame, feeble, is unfit for the labor it is performing, or that in any manner is being cruelly treated may be impounded and disposed of in a humane manner as hereinafter provided:

a. Whenever any peace officer or Animal Control Officer has reasonable grounds to believe that very prompt action is required to protect the health or safety of the animal or the health or safety of others, the officer shall immediately seize the animal and comply with the procedure established in Subsection 8.01.020(A)(7)(c) of this Ordinance. In all other cases, the officer shall comply with the procedure established in Section 4 of this Ordinance. In all other cases, the officer shall comply with the provisions of subsection 8.01.020(A)(7)(d) of this Ordinance. The cost of caring for and treating any animal properly seized under this Ordinance shall constitute a lien on the animal and the animal shall not be returned to its owner until the charges are paid, unless the hearing officer determines that the seizure was unjustified.

b. Whenever an Animal Control Officer or peace officer seizes or impounds an animal based on a reasonable belief that prompt action is required to protect the health or safety of the animal or the health or safety of others, the officer shall, prior to the commencement of any criminal proceedings provide the owner or keeper of the animal, if known or ascertained after reasonable investigation, with the opportunity for a post seizure hearing as hereinafter provided to determine the validity of the seizure or impoundment, or both.

(1). The Health Department shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice of the seizure or impoundment, or both, to the owner or keeper within forty-eight (48) hours, excluding weekends and holidays. The notice shall include all of the following:

(a). The name, business address, and telephone number of the officer providing the notice.

(b). A description of the animal seized, including any identification upon the animal,

(c). The authority and purpose for the seizure, or impoundment, including the time, place, and circumstances under which the animal was seized.
(d) A statement that, in order to receive a post seizure hearing, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning an enclosed declaration of ownership or right to keep the animal to the Health Department within ten (10) days, including weekends and holidays, of the date of the notice. The declaration may be returned by personal delivery or mail.

(e) A statement that the cost of caring for and treating any animal properly seized under this section is a lien on the animal and that the animal shall not be returned to the owner until the charges are paid, and that failure to request or to attend a scheduled hearing shall result in liability for this cost.

(2) The post seizure hearing shall be conducted within forty-eight (48) hours of the request, excluding weekends and holidays. The hearing shall be conducted in accordance with the provisions of subsection 8.01.020(7)(A)(h) of this Ordinance.

(3) Failure of the owner or keeper, or of his or her agent, to request a hearing within the prescribed time period, or to attend a scheduled hearing, shall result in forfeiture of any right to a post seizure hearing or right to challenge his or her liability for costs incurred.

(4) The Health Department, or law enforcement agency that directed the seizure shall be responsible for the costs incurred for caring and treating the animal, if it is determined in the post seizure hearing that the seizing officer did not have reasonable grounds to believe very prompt action, including seizure of the animal, was required to protect the health or safety of the animal or the health or safety of others. If it is determined the seizure was justified, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and care of the animal, and the animal shall not be returned to its owner until the charges are paid and the seizing agency or hearing officer has determined that the animal is physically fit or the owner demonstrates to the seizing agency's or the hearing officer's satisfaction that the owner can and will provide the necessary care.

c. Where the need for immediate seizure is not present and prior to the commencement of any criminal proceedings the Health Officer shall provide the owner or keeper of the animals, if known or ascertainable after reasonable investigation, with the opportunity for a hearing prior to any seizure or impoundment of the animal. The owner shall produce the animal at the time of the hearing unless, prior to the hearing, the owner has made arrangements with the agency to view the animal upon request of the agency, or unless the owner can provide verification that the animal was humanely destroyed. Any person who willfully fails to produce the animal or provide the verification is guilty of an infraction, punishable by a fine of not less than two hundred and fifty dollars ($250.00) no more than one thousand dollars ($1,000.00).
(1). The Health Department or law enforcement agency shall cause a notice to be affixed to a conspicuous place where the animal was situated or personally deliver a notice stating the grounds for believing the animal should be seized. The notice shall include all of the following:

(a). The name, business address, and telephone number of the officer providing the notice.

(b). A description of the animal to be seized, including any identification upon the animal.

(c). The authority and purpose for the possible seizure or impoundment.

(d). A statement that, in order to receive a hearing prior to any seizure, the owner or person authorized to keep the animal, or his or her agent, shall request the hearing by signing and returning the enclosed declaration of ownership or right to keep animal to the officer providing the notice within two days, excluding weekends and holidays, of the date of the notice.

(e). A statement that the cost of caring for and treating any animal properly seized is a lien on the animal, that any animal seized shall not be returned to the owner until the charges are paid, and that failure to request a hearing within the prescribed time period, or to attend a scheduled hearing shall result in a conclusive determination that the animal may properly be seized and that the owner shall be liable for the charges.

(2). The pre-seizure hearing shall be conducted within forty-eight (48) hours, excluding weekends and holidays, after receipt of this request. The hearing shall be conducted in accordance with the procedure established in subsection 8.01.020(A)(7)(h) of this Ordinance.

(3). Failure of the owner or keeper, or his or her agent, to request a hearing within the prescribed time period or to attend a scheduled hearing, shall result in a forfeiture of any right to a pre-seizure hearing or right to challenge his or her liability for costs incurred pursuant to this Ordinance.

d. If any animal is properly seized under this Ordinance, the owner or keeper shall be personally liable to the seizing agency for the cost of the seizure and care of the animal. Furthermore, if the charges for the seizure or impoundment and any other charges permitted under this Ordinance are not paid within fourteen (14) days of the seizure, or, if the owner, within fourteen (14) days of notice of availability of the animal to be returned, fails to pay charges permitted under this Ordinance and take possession of the animal, the animal shall be deemed to have been abandoned and may be disposed of by the impounding officer.
e. If the animal requires veterinary care and the seizing agency is not assured, within fourteen (14) days of the seizure of the animal, that the owner will provide the necessary care, the animal shall not be returned to its owner and shall be deemed to have been abandoned and may be disposed of by the impounding officer. A veterinarian may humanely destroy an impounded animal without regard to the prescribed holding period when it has been determined that the animal has incurred severe injuries or is incurably ill or crippled. A veterinarian also may immediately humanely destroy an impounded animal afflicted with a serious contagious disease unless the owner or his or her agent immediately authorizes treatment of the animal by a veterinarian at the expense of the owner or agent.

f. No animal properly seized under this ordinance shall be returned to its owner until, in the determination of the seizing agency or hearing officer, the animal is physically fit or the owner can demonstrate to the seizing agency’s or hearing officer’s satisfaction that the owner can and will provide the necessary care.

g. All hearings conducted pursuant to this ordinance shall be conducted by the City’s Administrative Hearing Officer (“Hearing Officer”), who shall not have been directly involved in the subject action and shall not be subordinate in rank to the person seizing or impounding the animal. Hearings shall be conducted in the following manner:

(1). The Hearing Officer may continue the hearing for a reasonable period of time, if the Hearing Officer deems such continuance to be necessary and proper or if the owner or custodian shows good cause for such continuance.

(2). The City shall have the burden of proof to establish, by a preponderance of evidence, the existence of the condition or conditions which give rise to the need for the seizure or impoundment.

(3). In a case where the City is also seeking to terminate the owner’s rights in the animal, the City shall have put the owner or keeper of the animal on due written notice thereof and shall establish the existence of the owner's or keeper's acts or omissions resulting in cruelty or neglect to the animal by clear and convincing evidence to a reasonable certainty.

(4). The City shall present its case first, followed by the party against whom the seizure or impoundment is being proposed. The City may present rebuttal in the discretion of the Hearing Officer.

(5). Oral evidence shall be taken only on oath or affirmation.

(6). Each party shall have the right to call and examine witnesses, to introduce exhibits, to cross-examine opposing witnesses on any other matter relevant to the
issues even though that matter was not covered in the direct examination, to
impeach any witness regardless of which party first called the witness, and to rebut
evidence.

(7). The hearing need not be conducted according to technical rules relating to
evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of
evidence on which responsible persons are accustomed to rely in the conduct of
serious affairs, regardless of the existence of any common law or statutory rule
which might make improper the admission of such evidence over objection in Civil
actions. Hearsay evidence may be used for the purpose of supplementing or
explaining other evidence, but shall not be sufficient in itself to support a finding
unless it would be admissible over objection in civil actions. The rules of privilege
shall be effective to the extent that they are otherwise required by statute to be
recognized in the hearing. Irrelevant and unduly repetitious evidence shall be
excluded.

(8). At the conclusion of the hearing, each side shall be given an opportunity to
summarize its position.

(9). Within three (3) working days after the conclusion of the hearing, the
Hearing Officer shall render, in writing, his findings, decision and order thereon,
and shall give notice, in writing, of said findings, decision and order to the owner
or custodian of the animal.

(10). In the event a sufficient quantum of evidence presented at the hearing
supports a determination for seizure, impoundment, and/or termination of the
owner's rights in the animal, the Hearing Officer as a part of his decision may order,
but is not limited to ordering, that one or more of the following actions be
undertaken:

(a). That the owner's and/or custodian's rights in the dog, cat or other animal are
terminated.

(b). That the owner or custodian of the dog, cat or other animal shall remove the
animal(s) from the premises by a specified date.

(c). That City personnel after a specified date, shall impound the animal or
animals.

(d). That the City shall sell, give away, or otherwise dispose of, the animal(s)
with the owner or custodian of the animal(s) being responsible to reimburse the
City or agency as designated by the City for all costs and expenses including, but
not limited to, board, care, veterinary services, and costs of disposal. If the
animal(s) are sold, the proceeds from the sale shall go to the City or agency as designated by the City.

(11). A decision upholding seizure or impoundment shall become effective upon issuance.

(12). A decision terminating an owner's rights in the animal shall become effective thirty (30) days from the date the decision is mailed unless a stay of execution is granted.

h. Every such, disabled, infirm or crippled animal, except a dog or cat, abandoned in any part of the City of Perris may be immediately killed by the City or law enforcement agency or their designees if, after a reasonable search, no owner of the animal can be located. It shall be the duty of all peace officers and Animal Control Officers to cause the animal to be killed or rehabilitated and placed in a suitable home on information that the animal is stray or abandoned.

i. Any peace officer, humane society officer, or Animal Control Officer shall convey all injured cats and dogs found without their owners in a public place directly to a veterinarian known by the officer to be a veterinarian who ordinarily treats dogs and cats for a determination of whether the animal shall be immediately and humanely destroyed or shall be hospitalized under proper care and given emergency treatment.

If the owner does not redeem the animal within the locally prescribed waiting period, the veterinarian may personally perform euthanasia on the animal. If the animal is treated and recovers from its injuries, the veterinarian may keep the animal for purposes of adoption, provided the responsible animal control agency has first been contacted and has refused to take possession of the animal.

Whenever any animal is transferred to a veterinarian in a clinic, such as an emergency clinic which is not in continuous operation, the veterinarian may, in turn, transfer the animal to an appropriate facility.

If the veterinarian determines that the animal shall be hospitalized under proper care and given emergency treatment, the costs of any services which are provided pending the owner's inquiry to the responsible agency or department shall be paid from the dog license fees, fines, and fees from impounding dogs in the city, county, or city and county in which the animal was licensed or, if the animal is unlicensed, shall be paid by the jurisdiction in which the animal was found, subject to the provision that this cost be repaid by the animal's owner. The cost of caring for and treating any animal seized under this Section shall constitute a lien on the animal and the animal shall not be returned to the owner until the charges are paid. No
veterinarian shall be criminally or civilly liable for any decision which he or she makes or for services which he or she provides pursuant to this section.

An animal control agency which takes possession of an animal pursuant to subsection 8.01.020(A)(7)(j) of this Ordinance shall keep records of the whereabouts of the animal for a seventy-two (72) hour period from the time of possession, and those records shall be available for inspection by the public upon request.

j. Notwithstanding any other provision of this section, any peace officer or any Animal Control Officer may, with the approval of his or her immediate superior, humanely destroy any stray or abandoned animal in the field in any case where the animal is too severely injured to move or where a veterinarian is not available and it would be more humane to dispose of the animal.

k. Every owner, driver or keeper of any animal who permits the animal to be in any building, enclosure, lane, street, square or lot within the boundaries of the City of Perris without proper care or attention shall be guilty of an infraction or misdemeanor as hereinafter specified. Such individual shall be deemed guilty of a separate offense of each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continued or permitted. Any individual convicted of a violation of this ordinance shall be: (1) guilty of an infraction offense and punished by a fine not exceeding one hundred dollars ($100.00) for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding two hundred dollars ($200.00) for a second violation. The third and any additional violations shall constitute a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars ($1,000.00) or six (6) months in jail, or both. Notwithstanding the above, a first offense may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve an individual from the responsibility for correcting the violation.

l. Upon the conviction of a person charged with a violation of this ordinance, all animals lawfully seized and impounded with respect to the violation shall be adjudged by the court to be forfeited and shall thereupon be transferred to the impounding officer for proper disposition. A person convicted of a violation of this Ordinance shall be personally liable to the seizing agency for all costs of impoundment from the time of seizure to the time of proper disposition. This Ordinance shall not prohibit the seizure or impoundment of animals as evidence as provided for under any other provision of law.

m. This Ordinance is not intended, nor shall it be construed in any way, to affect Sections 31101 or 31752 of the Food and Agriculture Code.
B. Any peace officer, Division officer, the Senior Animal Control Officer or their designee, the environmental health Senior Animal Control Officer or their designee, or the Senior Animal Control Officer or their designee charged with the responsibility for enforcement of the provisions of this chapter, or other ordinance or State law governing animals may arrest a person without warrant whenever he or she has reasonable cause to believe that the person to be arrested has committed an infraction or misdemeanor in his or her presence, or a felony which is in violation of this chapter or other ordinance governing animals or California law regulating the care and/or keeping of animals.

C. In any case in which a person arrested does not demand to be taken before a magistrate: (1) regarding any infraction, such officer or employee making the arrest shall prepare a written notice to appear and shall release the person on his/her promise to appear, as prescribed by Section 853.5 of the California Penal Code; (2) regarding a misdemeanor, such officer or employee may prepare a written notice to appear and may release the person on his or her written promise to appear, as prescribed by California Penal Code Section 853.6.

8.01.030 - Issuance of citations by City officials.

A. The City Council shall designate by resolution the City officials who shall have the authority to issue citations within the City for violations of this chapter.

B. Each City official so designated is authorized by the City Council, pursuant to Penal Code Sections 19.7, 832 and 836.5, and subject to the provisions thereof, to arrest a person without a warrant whenever the City official has reasonable cause to believe that the person to be arrested has either violated a provision of this chapter in his or her presence or fails to correct a violation and therefore has committed an infraction which the City official has the discretionary duty to enforce.

C. Each City official so designated is further authorized to issue a notice to appear in court, pursuant to Penal Code Sections 853.5 and 853.6. Under no circumstance may the City official take the person to be arrested into custody. In the event that the person to be arrested demands to be taken before the magistrate or refuses to provide his or her written promise to appear in court, the City official must either summon a law enforcement officer to arrest the person and take the person into custody, or seek the assistance of the City Attorney and request that an infraction complaint be prepared and filed against the person.
D. In addition to the mandatory course of training prescribed by the Commission on Peace Officer Standards and Training pursuant to Penal Code Section 832, the Senior Animal Control Officer shall establish and cause to be administered a special enforcement training program designed to instruct the City officials so designated regarding the provisions of this chapter which are to be enforced, the evidentiary prerequisites to proper prosecution for violations thereof, the appropriate procedures for making arrest and citation authority and the limitations attendant thereto. Each City official so authorized shall be appropriately authorized to file executed citations within the animal control Division and shall provide one copy of each executed citation to the chief of police and one copy to the court.

8.01.040 - Enforcement.

A. Except as specifically provided otherwise in this chapter, the Senior Animal Control Officer shall supervise the administration and enforcement of this chapter and of all other applicable state and local laws and regulations.

B. The City Council may enter into a written agreement with any veterinarian, any organized humane society or association or city or county agency which will undertake to carry out the provisions of this chapter and maintain and operate an animal shelter, and which will license, take up, care for, impound and dispose of animals. Any such veterinarian, society or association may carry out all or any of the provisions of this chapter in the manner prescribed in this chapter.

C. It is unlawful for any person to interfere with, oppose or resist any officer or person empowered to enforce the provisions of this chapter while such officer or person is engaged in the performance of his or her duties as provided in this chapter.

D. Nothing in this chapter shall be construed as limiting the authority or duties of an Animal Control Officer, peace officer, or humane officer granted or imposed by any other applicable law or regulation.

E. All of the City's Animal Control Officers are authorized to carry tranquilizer equipment, issued by the City, while acting in the course and scope of their employment.

8.01.050 - Violation.
Infraction. Unless specified otherwise, any person who violates any provision of this chapter is guilty of an infraction.

8.01.060 - Complaints.

Upon receiving a complaint from any person alleging a violation of this chapter and upon receiving the name and address of the owner and/or custodian of the animal, if known, an investigation to determine whether a violation exists may be made. If the investigation discloses a violation of the provisions of this chapter, prosecution may be initiated against the owner and/or custodian.

8.01.070 - Authorization to enter upon private property.

Unless otherwise prohibited by law, all persons whose duty it is to enforce the provisions of this chapter are empowered to enter upon private property, where any dog, cat or animal is kept or reasonably believed to be kept, for the purpose of ascertaining whether such animal is being kept in violation of any provision of this chapter, other ordinance governing animals, or California State law relating to the regulation, care and/or keeping of animals.

Notwithstanding any provision in this chapter relating to entry upon private property for any purpose under this chapter, no such entry may be conducted: (a) without the express or implied consent of the property owner or the person having lawful possession thereof; (b) unless an inspection warrant has been issued and the entry is conducted in accordance with California Code of Civil Procedure, Sections 1822.50 through 1822.56, inclusive; or (c) except as may otherwise be expressly or impliedly permitted by law.

8.01.080 - Grandfathering.

Any resident of the City who legally owns more animals than are authorized by this chapter or a type of animal not authorized by this chapter on his or her property on the date of adoption of this chapter, shall nevertheless have the ownership of such animal(s) "grandfathered" on that property, such that the ownership of the animal(s) shall be considered a legal nonconforming use, where the owner can demonstrate that such animals were owned and maintained on a specific property prior to the adoption of this chapter and that such ownership was legal at that time. Once a grandfathered animal dies, the deceased animal may be replaced with the same type
of animal, to retain the grandfathered status, provided the animal is replaced within ninety (90) days. However, once an animal is removed from the property for a period longer than ninety (90) days, the grandfathered right to such animal or same type of animal is extinguished.

8.01.090 - Prohibited animals.

A. It is unlawful for any person to have, keep, maintain, or have in his or her possession or under his or her control, on any property within the City, any bovine, sheep, buffalo, ox, ostrich, donkey, horse, mule, llama, goat or swine, unless:

1. The lot size of the property is not less than twenty thousand (20,000) square feet;

2. The animal is maintained at least one hundred fifty (150) feet from any occupied residence on adjacent property;

3. There are no more than a collective total of two (2): horses, mules, buffalo, ostrich, llama, bovine, sheep, goats, ox, cattle, donkey or swine; and

4. There are no more than a collective total of five (5) small animals or fowl (including pigeons, chickens, ducks, geese, turkeys and peacocks but excluding roosters), turtles and/or rabbits.

B. In addition, the keeping of large animals, such as horses, cows, sheep and pigs, shall be limited to the following densities:

1. Two (2) large animals on at least twenty thousand square feet;

2. Three (3) large animals on at least thirty thousand square feet;

3. Four (4) large animals on at least one acre; and

4. More than four (4) large animals shall only be allowed on property greater than one acre provided that there is at least twenty thousand square feet per animal.

C. It is unlawful for any person to have, keep, maintain or have in his or her possession or under his or her control:

1. A rooster on any property not less than twenty thousand (20,000) square feet. No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than two (2) roosters; or
2. A horse, llama, buffalo, ostrich, sheep, goat, swine, bovine, ox, donkey, elephant, or mule on any property within the City unless the property is zoned RA or A1; or

3. No more than four (4) rabbits. The maximum number of rabbits may be allowed without a City permit; however, the keeping of rabbits shall be subject to the restrictions set forth in Section 8.01.100(B).

8.01.100 – Animals Allowed with Permit or License.

Upon receipt of a City permit or license, an exception is granted for the ownership and/or use of:

A. Potbellied Pigs - (Also known as a Vietnamese potbellied pig, Chinese potbellied pig or miniature pig.) No matter how large the property, it is unlawful for any person to keep, maintain or have in his or her possession or under his or her control more than one potbellied pig. Potbellied pigs shall only be kept and maintained in residential zoned areas in the City. It is unlawful for any person to own, harbor, keep or maintain any miniature pig, that is four (4) months of age or older, within the City of Perris, for a period longer than thirty (30) days, unless the animal has been spayed or neutered and the person owning or possessing the animal has obtained from the Division of animal control a license for the animal, and paid a fee in the amount specified below. In those instances where the animal may not be safely altered for a valid health reason, the owner of the animal shall obtain from a licensed veterinarian a letter so stating, and the requirement of alteration (but not licensing) shall be excused.

Permits issued under this section shall only be granted by the City upon a showing by the applicant that adequate safeguards have been established and will be maintained which will effectively control the possible nuisance, dangerous or vicious propensities of such animal eliminating any nuisance or danger to individuals or property, or provide that the keeping or using of such animal will in no way constitute a nuisance to the occupants of any surrounding property. The denial of the permit shall be in writing and shall specify the grounds for such denial. The applicant shall have ten (10) days from the date the permit was denied in order to appeal such denial to the City Council.

8.01.105 – Performing Animal Exhibitions, Circus or Carnival.
A. Any traveling exhibition, circus or carnival shall notify the City Animal Control Division in writing of its intent to perform within the City at least fourteen (14) days prior to the first performance, as required by California Health and Safety Code Section 25989.1. Failure to do so shall result in a fine of $500 for a first violation, and $1,500 for a second violation within a six (6) month period, and $5,000 for any third or subsequent violations occurring within a six (6) month period.

B. No performing animal exhibition, circus or carnival shall be permitted within the City limits in which animals are induced or encouraged to perform through chemical, mechanical, electrical or manual devices in a manner which cause physical injury, suffering or death. All equipment used on a performing animal shall fit properly and be in good working order. Such exhibition or circus must apply for and receive a permit from the City at least fourteen (14) days prior to the first performance in order to operate within the City.

C. Any performing animal exhibition, circus or carnival shall be subject to random inspections by the Senior Animal Control Officer or their designee during the entire period that the exhibition, circus or carnival is present and operating within the City.

8.01.110 - Exemption.

This chapter shall not prohibit leading, driving, riding or conducting animals under adequate supervision along a public highway.

8.01.120 - Impounding animals.

A. Subject to the provisions contained in Section 8.01.140 of this chapter, it shall be the duty of the Senior Animal Control Officer or their designee to take up and impound:

1. Any animal kept and maintained contrary to the provisions of this Ordinance, any of the codified ordinances of the City, any codified ordinance of the county or any state statute;

2. All animals found at large upon any highway, street, sidewalk, lane, alley or other public place, or upon any private property;

3. Sick, injured, stray or unwanted animals, for which the owner or custodian cannot be found or is unable or unwilling to provide proper care;
4. Animals quarantined where no other place of quarantine is acceptable to the Senior Animal Control Officer;

5. Animals delivered or requested to be impounded by a peace officer, or public officer or employee as defined in Penal Code section 836.5;

6. Any other animal authorized to be impounded pursuant to the provisions of this Ordinance.

B. The City may collect from the owner or person in whose control or custody the animal was intended to be a fee to reimburse the City's actual costs incurred to care for the animal for each animal impounded by the City.

C. The Senior Animal Control Officer has discretion to waive impound, board and related fees and charges. No impounded animal may be released to any person, institution or other entity which uses animals for laboratory experiments or that sells animals to other persons for laboratory experiments.

D. The Senior Animal Control Officer, or his authorized designee, shall place all animals taken into custody in an animal shelter if the owner cannot be, upon initial contact, identified and contacted and the animal returned home.

E. The Senior Animal Control Officer or their designee may contract with any person to keep, feed and care for any such animal at reasonable rates for not more than twenty (20) days.

8.01.130 - Impoundment hearing.

At least three (3) working days prior to the impoundment of any animal, notice shall be given in person to, or by mail to the last known address of, the owner or person entitled to possession thereof of his or her right to a hearing as to whether or not such impoundment is justified. If the owner or person entitled to possession thereof requests a hearing prior to impoundment, no impoundment shall take place until the conclusion of the hearing except as provided herein. If in the opinion of the Senior Animal Control Officer or their designee, immediate impoundment is necessary for the preservation of the public health or safety, the pre-impoundment hearing may be dispensed with; provided, however, in such cases the owner or person entitled to possession thereof shall be given three (3) working days notice as provided herein of his or her right to a hearing. If a hearing is requested, the hearing shall be held within five days (5) of the request, and the animal shall not be sold, destroyed or otherwise disposed of prior to the conclusion of the hearing. Notice of the time, date and place of the hearing shall be given to the owner or
person entitled to possession thereof. If, at the end of the hearing, the impoundment
is found to be unjustified, the animal shall be returned to the owner or person
entitled to possession thereof without charge.

8.01.140 - Forfeiture and disposition.

A. Upon the conviction of a person of a violation of this chapter, all animals
lawfully seized and impounded with respect to the violation by a peace officer or
an Animal Control Officer shall be adjudged by the court wherein the conviction
took place to be forfeited and shall thereupon be awarded to the impounding officer
for disposition in accordance with the written policy on disposition of impounded
animals adopted by the City Council.

B. Any animals adjudged forfeited under the provisions of Penal Code Section
597, shall be disposed of in accordance with the written policy on disposition of
impounded animals adopted by the City Council.

8.01.150 - Disposition of rabid or disabled animals.

If it shall appear to the Senior Animal Control Officer or their designee from the
report of a licensed veterinarian or other qualified person that an animal is afflicted
with rabies, he or she shall humanely destroy such animal, and shall take such other
action as may be required by law and as he or she deems necessary to prevent the
spread of such disease. He or she may humanely destroy any sick, disabled, infirm
or crippled animal found at large if he or she is unable to identify and locate the
owner.

8.01.160 - Disposition of impounded bovine animals, horses, mules or burros.

Upon impounding of any bovine animal, horse, mule or burro, the Senior Animal
Control Officer or their designee shall comply with California Food and Agriculture
Code Section 17003 and immediately notify the Secretary of Food and Agriculture.

8.01.170 - Disposition of other impounded animals.

If any animal other than a domestic bovine animal, horse, mule or burro, and except
an animal afflicted with rabies, impounded by the Senior Animal Control Officer
or their designee, is not reclaimed within two (2) days thereafter, it shall be sold by the Senior Animal Control Officer or their designee after giving notice of sale in accordance with Section 8.01.180.

**8.01.180 - Notice of sale.**

The notice of sale shall contain a description of the animal, including any identifying marks or brands; the date and place where the animal was taken up; and the time and place of sale. At least five (5) days prior to the sale of any impounded animal, the Senior Animal Control Officer or their designee shall cause a copy of the notice to be published in a newspaper circulated in the area where the animal was found, and shall mail a copy of the notice to the owner or person entitled to possession of the animal at his or her residence or place of business, if known.

**8.01.190 - Sale of animals.**

At the time and place set forth in the notice of sale, the Senior Animal Control Officer or their designee shall sell the impounded animal at public sale, to the highest bidder, for cash. If no bid is offered for such animal, the Senior Animal Control Officer or their designee may sell such animal at private sale or humanely destroy such animal, or otherwise dispose of it as permitted by law.

**8.01.200 - Proceeds of sale.**

The proceeds of such sale, after first deducting fees and charges of the Senior Animal Control Officer or their designee, including costs of sale, shall be paid by the Senior Animal Control Officer or their designee to the City treasurer who shall then pay over to the owner of such animal sold if claimed within one (1) year thereafter. If not so claimed, they shall be transferred into the general fund of the City.

**8.01.210 - Adoption of unredeemed animals.**

Any impounded animal that is not redeemed within the period of time prescribed in the provisions of this Ordinance may be considered abandoned and placed for adoption. Animals may be adopted by private individuals upon payment of any fees and charges thereon.
8.01.220 - Redemption of animals by owner.

The owner or person entitled to possession of any animal impounded, may at any time before the sale or other disposition thereof, redeem the same by paying the Senior Animal Control Officer or their designee all fees and charges thereon.

The owner of any lost animal may, at any time within thirty (30) days after the sale, redeem such animal from the person who purchased it upon payment of all fees and charges thereon necessary to reimburse the person who purchased it, as well as a sum equal to reasonable care and feeding charges per day for the number of days from the date of the adoption to and including the date of redemption by the owner.

8.01.230 - Costs of redemption.

The Senior Animal Control Officer or their designee shall charge and collect from each person redeeming any animal an impounding fee as established by resolution of the City Council. Impounding fees shall be established for a first, second and third offense, as well as the actual cost for transporting, veterinary services or other extraordinary measures required for the handling of said animal. The following classes of animals shall be covered by this section:

Unaltered Impounded Animal;

Altered Impounded Animal,

The City Council shall establish by resolution a daily boarding rate that shall be paid in addition to those fees set forth in this chapter. The following classes of animals shall be subject to the boarding rate:

A. For the maintenance of swine, goats and sheep: per animal, for each day of impoundment;

B. For the maintenance of horses and cattle: per animal, for each day of impoundment;
C. For the maintenance of ponies: per animal, for each day of impoundment;

D. For the maintenance of fowl: per animal, for each day of impoundment.

The City Council shall establish by resolution a fee for the cost of picking up an animal that shall be paid in addition to all fees set forth within this chapter. The following classes of animals shall be subject to the picking up rate:

E. For the picking up of large-sized animals, such as horses, cattle, and ponies: per animal;

F. For the picking up of medium-sized animals, such as swine, goats, and sheep: per animal;

G. For the taking up of small-sized animals, such as rabbits and guinea pigs: per animal;

H. For the taking up of animals after normal business hours: the fully burdened hourly rate for a Senior Animal Control Officer as established by the City. This after hour’s fee is in addition to any other applicable fees set forth in this chapter.

8.01.240 – Record of impounded animals.

The Senior Animal Control Officer, or his authorized designee, shall keep a record of each animal impounded, the date of receipt of such animal, the date and manner of sale or other disposition thereof, the name of the person redeeming or reclaiming such animal, the address and telephone number of such person, and the amounts of all fees received or collected for or because of the impounding, redeeming or reclaiming thereof, together with the number of any tag, and the date of any registration issued upon the redemption or reclamation of any such animal.

8.01.250 – At large or stray animals.

A. It is unlawful for the owner of any animal, other than a cat, to allow such animal to run at large within the City.
B. It is unlawful for any person, whether or not the owner, to cause any animal, except a cat, to run at large within the City.

C. It is lawful for any person to take up, in a humane manner, any animal running at large in violation of this ordinance and to promptly notify or deliver such animal to the Senior Animal Control Officer.

D. The provisions of this section shall not apply to any official police dog while such dog is on duty.

8.01.260 – Pet shops.

It is unlawful for any person who owns a pet shop to do any of the following:

1. Maintain the facilities used for keeping of animals in an unsanitary condition;

2. Fail to provide proper heating or ventilation for the facilities used for the keeping of animals;

3. Fail to provide adequate nutrition for, and humane treatment of, all animals under his care and control;

4. Fail to take reasonable care to release for sale, trade or adoption only those animals which are free of disease and injury;

5. Fail to provide adequate space appropriate to the size, weight and species of an animal;

6. Fail to provide adequate signage to warn of animals that may carry salmonella;

7. Fail to keep a file on each animal with the following information:
   a. Where the animal was obtained from;
   b. The history of veterinary care and treatment given to the animal while in the possession of the pet shop owner; and
   c. A health certificate for each exotic animal.
8.01.270 – Exotic animals and reptiles.

A. Unless zoning specifically allows otherwise or unless permitted by a state agency, no person shall have, keep or maintain, or have in his possession or under his control on any property within the City any exotic animal, any venomous or otherwise dangerous reptile or arachnid, or other dangerous or carnivorous wild animal, irrespective of its actual or asserted state of docility, tameness or domesticity. The Senior Animal Control Officer may impound any such animal and dispose of it in a humane manner after three working days to allow for legal restraining action by the owner.

8.01.280 – Prohibited conduct towards official police dogs and horses.

It is unlawful for any person to willfully injure, annoy, tease, torment, strike, startle, attempt to startle or throw any object at any official police dog or horse. The conduct prohibited shall include, but is not limited to, the use of any part of the body, including the voice, or the use of any object, including liquids or a vehicle, with the intent to accomplish one or more of the above acts.

8.01.290 – Keeping animals near residences.

It is unlawful for any person to keep or maintain on his premises, including leased premises, any animal within one hundred (100) feet of any other residence, his own not included, except as follows:

1. If expressly allowed by the zoning code; or
2. Domestic pets, including dogs, cats, caged birds, turtles, rabbits, mice, caged reptiles, fish aquariums or other similar household pets.

8.01.300 – Property damage.

No person owning or having charge, care or custody of any animal shall permit such animal to damage or destroy the property of another person.
Chapter 8.02 - DOGS AND CATS

8.02.010 - Mandatory dog licensing and vaccination.

A. Except as provided in Section 8.02.050(A), it is unlawful for any person to own, harbor, or keep any dog, four (4) months of age or older, within the City, for a period longer than thirty (30) days, unless a currently valid license tag has been issued by the Senior Animal Control Officer or their designee or any agency authorized by the City for such purpose and the tag is displayed upon the dog's collar pursuant to Section 30951(b) of the California Food and Agriculture Code.

B. It is unlawful for any person to own, harbor, or keep any dog, four (4) months of age or older, within the City, for a period longer than thirty (30) days, which has not been vaccinated against rabies. Every person in the City who owns, harbors, or keeps any dog over four (4) months of age, for a period longer than thirty (30) days, shall have such dog vaccinated against rabies as provided in this chapter, by a veterinarian of his or her choice and such vaccination shall be renewed in accordance with the applicable laws and regulations of the State of California.

C. Each veterinarian, after vaccinating any dog, shall sign a Certificate of Vaccination in triplicate in the form required by the Senior Animal Control Officer or their designee. The veterinarian shall keep one (1) copy, shall give one (1) copy to the owner of the vaccinated dog, and shall send one (1) copy to the Division.

D. The Senior Animal Control Officer or their designee shall issue a license only upon presentation of a Certificate of Vaccination indicating therein that the date of expiration of the vaccination immunity is not earlier than the date of expiration of the license being issued or renewed and upon payment of the applicable licensing fee specified in subsection F of this section; provided, however, that where the vaccinated dog is between the ages of four (4) months and twelve (12) months, the period of vaccination immunity required for licensing shall be as specified in Title 17, California Administrative Code, Section 2606.4.

E. Notwithstanding the provisions of subsections B and D of this section, in the event that a dog has a short-term illness, is pregnant, or suffers from a long-term debilitating illness which, in the opinion of a veterinarian, contraindicates vaccination for rabies, such dog shall not be required to undergo vaccination during the period of such illness or pregnancy where a request for vaccination deferral has been approved by the Senior Animal Control Officer or their designee. Such request shall specify the duration of the requested deferral, the reason for the requested deferral, and shall be signed by a veterinarian. The Senior Animal Control Officer or their designee shall issue a license for such dog upon approval of the request for
vaccination deferral and payment for the applicable license fee specified in subsection F of this section. The owner or person having custody of such dog shall confine and shall keep such dog confined for the duration of the deferral. Within fourteen (14) days after the expiration of the deferral, the owner or person having custody of such dog shall present to the Senior Animal Control Officer or their designee a certificate of vaccination in accordance with the provisions of subsection D of this section.

F. Subject to the provisions of this section, licenses shall be issued upon payment of the appropriate fees as set forth by resolution of the City Council for the following classifications of dog or cat as appropriate:

1. License valid for one (1) year from date of issuance for each sterile dog, accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

2. License valid for one (1) year from date of issuance, for each dog to which the provisions of Subsections 8.02.010(F)(1) and (7) of this Ordinance are not applicable. Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris' policy.

3. License valid for two (2) years from date of issuance for each sterile dog, accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

4. License valid for two (2) years from date of issuance for each dog to which the provisions of Subsection 8.02.010(F)(3) and (8) of this Ordinance are not applicable. Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris policy.

5. License valid for three (3) years from date of issuance for each sterile dog, accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

6. License valid for three (3) years from the date of issuance for each dog to which the provisions of Subsection 8.02.010(F)(5) and (9) of this Ordinance are not applicable. Except for animals owned by recognized dog or cat breeders, as defined by the City of Perris policy.

7. License valid for one (1) year from the date of issuance for each sterile dog, which is owned by a person sixty (60) years of age or older, and is accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.
8. License valid for two (2) years from the date of issuance for each sterile dog, which is owned by a person sixty (60) years of age or older, and is accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

9. License valid for three (3) years from the date of issuance for each sterile dog, which is owned by a person sixty (60) years of age or older, and is accompanied by a certificate signed by a veterinarian certifying that said dog is permanently unable to reproduce.

10. Dangerous animal registration as required by this Ordinance.

G. No fee shall be required for a license for any assistance dog such as a guide dog, signal dog, or service dog as defined in California Food and Agriculture Code, Section 30850(a), if such dog is in the possession and under the control of, in the case of a guide dog, a blind person, or in the case of a signal dog, a deaf or hearing-impaired person, or in the case of a service dog, a physically disabled person, or where such dog is in the possession and under the control of a bona fide organization having as its primary purpose the furnishing and training of guide dogs for the blind, signal dogs for the deaf or hearing-impaired, or service dogs for the physically disabled. However, this provision does not remove the owner’s responsibility to vaccinate the dogs against rabies and attach a current license tag to the dog’s collar. Whenever a person applies for an assistance dog identification tag, the person shall sign an affidavit as defined in California Food and Agriculture Code, Section 30850(b).

H. No fee shall be required for a license for any dog owned by a public entity.

I. Each license specified in this section shall be valid for the period specified in this section and shall be renewed within thirty (30) days after such period terminates, except where the current vaccination for the dog which is the subject of the license shall expire prior to the expiration date of the license being applied for, the Senior Animal Control Officer or their designee may upon request of the owner or custodian of such dog, backdate such license so that its expiration date occurs concurrent with or prior to the expiration date of the vaccination; provided, however, that where such backdating is performed, there shall be no reduction or discount of the license fee applicable to the license applied for, and such license shall be renewed within thirty (30) days after the date of its expiration.

J. If an application for a license is made more than thirty (30) days after the date a dog license is required under this chapter, the applicant shall pay, in addition to the applicable license fee, a late fee as set forth by resolution of the City of Perris.
K. Upon transfer of ownership of any dog validly licensed under this chapter, the new owner shall notify the Senior Animal Control Officer or their designee of such transfer within thirty (30) days of such transfer, on a form prescribed by the Senior Animal Control Officer or their designee, accompanied by a transfer fee as set forth by resolution of the City of Perris.

L. Notwithstanding the provisions of subsection A of this section, where a person moves into the City from another community who owns a dog which is currently vaccinated against rabies and for which dog a license was issued by such other community, such license shall not be transferrable and the owner shall comply within thirty (30) days of said move to secure a City of Perris license. If an application for a license from the Senior Animal Control Officer or their designee is made more than thirty (30) days after such license is required, the applicant shall pay, in addition to the applicable license fee, a late fee as set forth by resolution of the City of Perris.

N. If a valid license tag is lost or destroyed, a duplicate thereof may be procured from the Senior Animal Control Officer or their designee upon submission to the Senior Animal Control Officer or their designee of a statement signed by the owner of the dog containing the date and circumstances of such loss or destruction and the payment of a fee as set forth by resolution of the City of Perris.

O. Upon request of the Senior Animal Control Officer or their designee, any owner of a dog for which a license is required under the provisions of this chapter shall present to the Senior Animal Control Officer or their designee a currently valid certificate of rabies vaccination or license tag.

P. It is unlawful for any person to make use of a stolen, counterfeit, or unauthorized license, tag, certificate, or any other document or thing for the purpose of evading the provisions of this chapter.

Q. The City may impose a higher license fee for animals that have been determined to be dangerous by either the Division or the court. The increased license fee shall offset the increased costs of maintaining the records of the animal.

8.02.020 - Control of unspayed and unaltered cats.

It is unlawful for any person who owns, harbors or keeps any unspayed or unaltered cat four (4) months of age or older within the City to allow or permit such unspayed or unaltered cat to be or remain outdoors.
8.02.030 - Optional licensing for cats.

An owner of a cat may be issued a license and tag for such cat upon presentation to the Senior Animal Control Officer or their designee of a Certificate of Vaccination signed by a veterinarian certifying that such cat has been vaccinated and upon the payment of a license fee as set forth by resolution of the City of Perris. The license shall be valid for the period of immunity as indicated by the Certificate of Vaccination.

8.02.040 - Limit on number of dogs and cats.

Unless permitted as a kennel it is unlawful for any person to keep within the City, in any private residence or on any other parcel, for a period longer than thirty (30) days, more than:

1. Any four dogs, four months of age or older; and
2. Any four cats, four months of age or older.

8.02.050 - Restraint of dogs.

No person owning or having charge, care, custody or control of any dog shall cause or permit, either willfully or through failure to exercise due care or control, any such dog to be upon any:

1. Private property unless such dog be restrained thereon by a fence, wall, substantial chain or leash with a minimum of six feet in length, other appropriate physical restraint; however, if the dog is under the charge of a person competent to exercise care, custody and control over such dog the leash may not exceed six feet in length; or

2. Highway, street, alley or other public property unless such dog is restrained by a substantial chain or leash not exceeding six feet in length, and is under the charge of a person competent to exercise care, custody, and control over such dog, unless the owner or operator of such public property grants written permission for such dog to be on such property without such chain or leash.
8.02.060 - Dogs on public property.

No owner or person in charge or in control of any dog, except a blind person with a guide dog, shall permit or allow such dog to be within or upon public school property, park property or municipal golf course property, without the dog being on a leash.

8.02.070 – Public protection from dogs.

Owners and custodians of dogs shall, at all times, take all reasonable precautions to prevent their dogs from biting, attacking or attempting to bite any person or from interfering with the use of public or private property. No person shall own or have custody or control of a dog that commits a violation of this Ordinance as a result of that person's failure to exercise ordinary care. It is unlawful for any person to fail to comply with this section; however, nothing in this section shall authorize the bringing of a criminal action pursuant to a violation of this section if the bite, attack, attempted bite, injury or threat was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the dog, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the dog, or was teasing, tormenting, abusing or assaulting the dog or who has, in the past, teased, tormented, abused or assaulted the dog.

8.02.080 - Impounded dogs and cats and service fees.

A. An impounded dog or cat may be redeemed upon payment of the following fees:

1. The Senior Animal Control Officer or their designee shall charge and collect from each person redeeming an unaltered impounded animal a State mandated unaltered animal fine for the first offense, for the second offense, or for the third offense, plus the actual costs of transporting the animal to impound, the actual costs of veterinary and related services rendered to the animal while impounded, the actual costs of sale incurred, and the actual costs of any extraordinary measures required in or for the handling and maintenance of the animal while impounded. The State mandated unaltered animal fine shall be based on that amount as established by the State and shall be adjusted on July 1st of each calendar year as appropriate.
2. The Senior Animal Control Officer or their designee shall charge and collect from each person redeeming an altered impounded animal an impounding fee for the first offense, second offense, or third offense as set forth by the City of Perris, plus the actual costs of transporting the animal to impound, the actual costs of veterinary and related services rendered to the animal while impounded, the actual costs of sale incurred, boarding fees, and the actual costs of any extraordinary measures required in or for the handling and maintenance of the animal while impounded.

3. Notwithstanding any other provisions of this Ordinance, where a sterile dog or sterile cat belonging to a person sixty (60) years of age or older is impounded and the owner produces a certificate, signed by a veterinarian that such animal is permanently unable to reproduce, the base impoundment fee for such animal shall be fifty percent (50%) of the applicable impoundment fee specified in this Ordinance plus boarding fees.

4. A processing fee as set forth by the City of Perris will be added to all payment plans.

B. The fee for destruction and disposal of any dog, cat, or small animal in accordance with any provision of this chapter shall be set forth by the City of Perris.

C. Any dog, four (4) months of age or older, which has been impounded shall not be released from impoundment unless it is licensed in accordance with the provisions of this chapter.

D. An officer acting under the provisions of this Ordinance who impounds a dog or cat pursuant to Section 8.01.120 or 8.02.180 shall give written notice of the impound by first class mail, postage prepaid, return receipt requested to the identified address on the animal or the last known owner address provided in City records, if the dog or cat is: (1) wearing a City of Perris dog or cat license tag, (2) wearing any other identification tag containing an address, or (3) microchipped. If such dog, cat, or other animal is not redeemed within ten (10) calendar days from the date of the mailing of such notice, the officer having custody of the dog or cat shall dispose of it in accordance with the provisions of Section 8.01.170, or shall humanely destroy such dog or cat.

E. Upon impounding a stray dog or cat, the holding period for such stray dog or cat shall be in accordance with State law, as appearing in California Food and Agricultural Code sections 31108 and 31752 or other such applicable State law, as amended from time to time.

F. The officer having custody of any impounded dog, cat, or other animal may, by humane methods, summarily destroy such dog, cat, or other animal if:
1. The animal is suffering from any incurable, dangerous, or contagious disease, provided a veterinarian shall certify, in writing, that such animal is so suffering; or, in the officer’s best judgment it would be inhumane and cause needless suffering to prolong the life of the animal in order to see a veterinarian; or

2. It is an unlicensed vicious dog, cat, or other animal.

G. Any officer having in their custody any unredeemed, impounded dog or cat may release such dog or cat to any adult individual upon payment by that individual of the impound fees and charges specified in subsection (a) of this section, or to a nonprofit corporation formed under the provisions of the California Corporations Code commencing with Section 10400 for the prevention of cruelty to animals or to a nonprofit organization formed under the laws of the State of California for the prevention of cruelty to animals, for such sale or placement as such nonprofit corporation or nonprofit organization may choose. Releases of dogs or cats to such nonprofit corporations or nonprofit organizations pursuant to subsection (G) of this section shall not be subject to the payment of the impound fees and charges specified in subsection (A) of this section.

H. It is unlawful for any person to remove an impounded animal from an animal control center without the permission of the officer in charge thereof.

I. Animal Control Officers choosing to return an impounded animal to the owner, in the field, may collect a field return impound fee as set forth by the City of Perris.

J. Animal Control Officers picking up owned animals at the request of the owner or custodian of the animal shall collect a pick up fee as set forth by the City of Perris from the owner or custodian of the animal.

K. Animal Control Officers investigating and authorizing a home quarantine shall collect a home quarantine fee as set forth by the City of Perris from the owner or custodian of the animal.

L. Animal Control Officers providing assistance with trap service, for owned feral animals or nuisance wildlife that are not considered a public health risk, shall collect a service fee as set forth by the City of Perris for the first five (5) days and an additional fee as set forth by the City of Perris per day for each additional day after the fifth day. A fee as set forth by the City of Perris shall be charged for traps which are lost or destroyed.

M. Owners of animals impounded for quarantine at a City facility shall be charged a quarantine fee as set forth by the City of Perris per day in addition to the regular daily boarding fee.
N. The hourly rate for the recovery of administrative costs associated with the recoupment of enforcement costs, as provided in this chapter, shall be the fully burdened hourly rate as established by the City of Perris.

O. The fee for a micro-chip identification device shall be as set forth by the City of Perris per animal.

P. For personnel after-hours charge—one and one half (1 ½) the fully burdened hourly rate as set forth by the City of Perris. This personnel after-hours charge for the taking up of animals after normal business hours shall be in addition to any other applicable fees set forth in this Ordinance.

Q. The fee for adopting any unredeemed, impounded dog or cat is a flat-rate fee that includes vaccinations, deworming, spaying or neutering, and adoption charges. The adoption fee shall be as established by the City of Perris for any cat or dog. For senior citizens sixty (60) years of age or older, the adoption fee shall be one half (½) the adoption fee as established by the City of Perris for any cat or dog. To eliminate the euthanasia of adoptable dogs and cats, the Senior Animal Control Officer or their designee shall have the discretion to decrease or entirely waive the adoption fees for last-chance-adoptions, which are adoptions of urgent animals scheduled for euthanasia. The Senior Animal Control Officer or their designee shall have the discretion to decrease the adoption fees of animals adopted at a special event promoting the adoption of impounded animals, to one-third (1/3) the adoption fee as set forth by the City of Perris for any cat or dog. The Senior Animal Control Officer or their designee or his designee shall also have the discretion to waive twenty-five percent (25%) of the flat-rate adoption fee if the animal is adopted by the foster care provider currently providing care for the animal or an employee of the City of Perris.

R. For animals turned in at shelters, the owner turn-in fee shall be charged as set forth by the County of Riverside, Department of Animal Services.

S. Animals impounded at either a City or County facility shall be charged a boarding fee.

T. The Senior Animal Control Officer or their designee shall charge and collect from each person the veterinarian and staff rates for the treatment of animals, as set forth by County of Riverside, Department of Animal Services. The Senior Animal Control Officer or their designee shall also charge and collect any additional costs for veterinary and related services rendered to the animal and the actual costs of any extraordinary measures required in or for the handling and maintenance of the animal.
8.02.090 – Findings related to mandatory spaying and neutering.

A. Because of the increased urbanization of City of Perris, the City has experienced increasing numbers of residents with dogs.

D. In an attempt to bring this problem under control, it is necessary to: (1) increase the total number of animals which are licensed and thus properly established to have been vaccinated against rabies; (2) encourage the spaying and neutering of animals, which (a) reduces the number of strays at large and not safely confined, (b) reduce aggressiveness and animals at large, and (c) reduces the financial cost to taxpayers of animal control services; and (3) establish a warning and hearing procedure to put the owners of potentially dangerous, dangerous dogs and other animals on adequate notice to control such animals and to bring about the confinement of such animals and the destruction of those animals where other lesser measures have failed or are inappropriate.

8.02.100 - Mandatory spaying and neutering.

Requirement. No person may own, keep, or harbor an unaltered or unspayed dog or cat over the age of twelve (12) months in violation of this section. An owner or custodian of an unaltered dog must have the dog spayed or neutered, or provide a certificate of sterility, or obtain an unaltered dog license in accordance with this chapter. An owner or custodian of an unaltered cat must have the animal spayed or neutered, or provide a certificate of sterility.

Exemptions. This section shall not apply to any of the following:

A dog with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the dog is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation; should this date be later than thirty (30) days, the owner or custodian must apply for an unaltered dog license;

A cat with a high likelihood of suffering serious bodily harm or death if spayed or neutered, due to age or infirmity. The owner or custodian must obtain written confirmation of this fact from a California Licensed Veterinarian. If the cat is able to be safely spayed or neutered at a later date, that date must be stated in the written confirmation;

Animals owned by recognized dog or cat breeders, as defined by Animal Control Division policy;
Animals recognized and registered with the American Kennel Club (AKC), United Kennel Club (UKC), or other national registry and that are actively engaged in professional, sanctioned shows or competitions, upon reasonable proof submitted to the Senior Animal Control Officer or their designee;

Dogs which are used in the performance of search and rescue operations, military service dogs, and police dogs.

8.02.110 - Denial or revocation of unaltered dog license and reapplication.

The Division may deny or revoke an unaltered dog license for one or more of the following reasons:

The owner, custodian, applicant or licensee is not in compliance with all of the requirements of this section;

The Division has received at least three (3) complaints, verified by the Division, that the owner, custodian, applicant, or licensee has allowed a dog to be stray or run at large or has otherwise been found to be neglectful of his or her or other animals;

The owner, custodian, applicant, or licensee has been previously cited for violating a State law, City code, or other municipal provision relating to the care and control of animals;

The unaltered dog has been adjudicated by a court or an agency of appropriate jurisdiction to be potentially dangerous, dangerous, or vicious, or to be a nuisance within the meaning of the City of Perris Ordinances or under State law;

Any unaltered dog license held by the applicant has previously been revoked;

The license application is discovered to contain a material misrepresentation or omission of fact.

8.02.120 - Re-application for unaltered dog license.

A. When an unaltered dog license is denied, the applicant may re-apply for a license upon changed circumstances and a showing that the requirements of this chapter have been met. The Division shall refund one-half (½) of the license fee when the application is denied. The applicant shall pay the full fee upon re-application.
B. When an unaltered dog license is revoked, the owner or custodian of the dog may apply for a new license after a thirty (30) day waiting period and upon showing that the requirements of this chapter have been met. No part of an unaltered dog license fee is refundable when a license is revoked and the applicant shall pay the full fee upon re-application.

8.02.130 - Appeal of denial or revocation of unaltered dog license.

In the event that the Animal Control Division proposes to deny or revoke an unaltered dog license, the owner or custodian shall have the right to an administrative hearing regarding the matter as set forth herein. Notice of intent to deny or revoke. The Division shall mail to the owner, custodian, licensee, or applicant a written notice of its intent to deny or revoke the license for an unaltered dog, which shall include the reason(s) for the denial or revocation. The owner, custodian, licensee, or applicant may request a hearing to appeal the denial or revocation. The request must be made in writing within ten (10) days after the notice of intent to deny or revoke is mailed. Failure to submit a timely written hearing request shall be deemed a waiver of the right to appeal the license denial or revocation.

Hearing Officer. The hearing shall be conducted by the Senior Animal Control Officer or their designee.

Notice and conduct of hearing. The Division shall mail a written notice of the date, time, and place for the hearing not less than ten (10) days before the hearing date. The hearing date shall be no more than thirty (30) days after the Division’s receipt of the request for a hearing. The hearing will be informal and the California Rules of Evidence will not be strictly observed. The Division shall mail a written decision to the owner or custodian within ten (10) days after the hearing. The decision of the Hearing Officer shall be the final administrative decision.

B. Change in location of dog. If the dog is moved after the Division has issued a letter of intent to deny or revoke, but has not yet denied or revoked the license, the owner, custodian, licensee, or applicant must provide the Division with information as to the dog’s whereabouts, including the current owner or custodian’s full name, address, and telephone number.

8.02.140 - Transfer, sale, and breeding of unaltered dog or cat.
Offer for sale or transfer of unaltered dog. An owner or custodian who offers any unaltered dog for sale, trade, or adoption must include a valid unaltered dog license number with the offer of sale, trade, or adoption, or otherwise state and establish compliance with this section. The unaltered license and microchip numbers must appear on a document transferring the animal to the new owner.

Offer for sale or transfer of unaltered cat. An owner or custodian of an unaltered cat must notify the Division of the name and address of the transfee within ten (10) days after the transfer. The microchip numbers must appear on a document transferring the animal to the new owner.

8.02.150 - Penalties issued for failure to spay or neuter a dog or cat.

The penalties for failure to spay or neuter a dog or cat shall be enforced as set forth below:

An administrative citation, infraction, or other such authorized penalty may be issued to an owner or custodian of an unaltered dog or cat for a violation of this section only when the owner or custodian is concurrently cited for another violation under State or local law pertaining to the obligations of a person owning or possessing a dog or cat. Examples of such State law or local ordinance violations include, but are not limited to, the following: failure to possess a current canine rabies vaccination of the subject dog; dog or cat at large; failure to license a dog; leash law violations; kennel or cattery permit violations; tethering violations; unhealthy or unsanitary conditions; failure to provide adequate care for the subject dog or cat in violation of the Penal Code; rabies quarantine violations for the subject dog; operating a business without a license and/or lack of State Tax ID Number; fighting dog activity in violation of Penal Code section 597.5; animals left unattended in motor vehicles; potentially dangerous, dangerous, or vicious animals; and noisy animals.

Should the owner or custodian of an unaltered dog or cat be found in violation of a State or local law, as stated above the owner or custodian shall be required to spay or neuter the unaltered animal in accordance with this section.

8.02.160 - Impoundment of unaltered dog or cat.

When an unaltered dog or cat is impounded pursuant to state and/or local law, in addition to satisfying applicable requirements for the release of the animal,
including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

A. Provide written proof of the dog's or cat's prior sterilization, if conditions cannot or do not make this assessment obvious to Division personnel;

B. Have the dog or cat spayed or neutered by a Division veterinarian at the expense of the owner or custodian. Such expense may include additional fees due to extraordinary care required;

C. Have the dog or cat spayed or neutered by another California Licensed Veterinarian. The owner or custodian may arrange for another California Licensed Veterinarian to spay or neuter the animal, and shall pay to the Division the cost to deliver said animal to the chosen veterinarian. The cost to deliver the animal shall be based on the Division's hourly rate established by the auditor-controller. The veterinarian shall complete and return to the Division within ten (10) days a statement confirming that the dog or cat has been spayed or neutered or is, in fact, incapable of breeding and shall release the dog or cat to the owner or custodian only after the spay or neuter procedure is complete;

D. At the discretion of the Senior Animal Control Officer or their designee, the dog or cat may be released to the owner or custodian if he or she signs a statement, under penalty of perjury, representing that the dog or cat will be spayed or neutered and that he or she will submit a statement within ten (10) days of the release, signed by the veterinarian, confirming that the dog or cat has been spayed or neutered or is incapable of breeding; or

E. If the owner or custodian demonstrates compliance with this section, then their animal will be returned to them.

8.02.170 - Costs of impoundment.

A. The owner or custodian of the unaltered dog or cat shall be responsible for the costs of impoundment, which shall include daily board costs, vaccination/medication, and any other diagnostic or therapeutic applications as provided in this chapter.

B. The costs of impoundment shall be a lien on the dog or cat, and the unaltered animal shall not be returned to its owner or custodian until the costs are paid. If the owner or custodian of an impounded unaltered animal does not pay the lien against it in full within fourteen (14) days, the animal shall be deemed abandoned to the Division in accordance with this chapter.
8.02.180 - Application of fees and fines collected.

All costs and fines collected under this Title and the fees collected under this section, subsection (f) shall be paid to the Division for the purpose of defraying the cost of the implementation and enforcement of this program.

8.02.190 - Mandatory microchipping of dogs and cats.

A. All dogs and cats over the age of four (4) months must be implanted with an identifying microchip. The owner or custodian is required to provide the microchip number to the Division, and shall notify the Division of any change of ownership of the dog or cat, or any change of address or telephone number. Nothing in this section supersedes, eliminates, or alters the requirements of Sections 8.02.020, 8.02.050, and any other licensing requirements of this chapter.

B. Exemptions. The mandatory microchipping requirements shall not apply to any of the following:

1. A dog or cat with a high likelihood of suffering serious bodily injury, if implanted with the microchip identification, due to the health conditions of the animal. The owner or custodian must obtain written confirmation of that fact from a California Licensed Veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.

2. A dog or cat which would be impaired of its athletic ability or performance if implanted with the microchip identification. The owner or custodian must obtain written confirmation of that fact from a California Licensed Veterinarian. If the dog or cat is able to be safely implanted with an identifying microchip at a later date, that date must be stated in the written confirmation.

3. A dog or cat that is kenned or trained in City of Perris, but is owned by an individual that does not reside in City of Perris. The owner or custodian must keep and maintain the animal in accordance with the applicable laws and ordinances of the jurisdiction in which the owner or custodian of the animal permanently resides, including but not limited to the applicable licensing and rabies vaccination requirements of that jurisdiction.

C. Transfer or sale of dogs and cats.
1. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number and the valid dog license number with the offer of sale, trade, or adoption. The license and microchip numbers must appear on a document transferring the dog to the new owner. The owner or custodian shall also advise the Division of the name and address of the new owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any dog, over the age of four (4) months, for sale, trade, or adoption and fails to provide the Division with the name and address of the new owner is in violation of this chapter and shall be subject to the penalties set forth herein.

2. An owner or custodian who offers any cat, over the age of four (4) months, for sale, trade, or adoption must provide the microchip identification number with the offer of sale, trade, or adoption. The microchip numbers must appear on a document transferring the cat to the new owner. The owner or custodian shall also advise the Division of the name and address of the new owner or custodian in accordance with subdivision (A) of this section. An owner or custodian who offers any cat over the age of four (4) months for sale, trade, or adoption and fails to provide the Division with the name and address of the new owner is in violation of this chapter and shall be subject to the penalties set forth herein.

3. When a puppy or kitten under the age of four (4) months, which is implanted with microchip identification, is sold or otherwise transferred to another person, the owner or custodian shall advise the Division of the name and address of the new owner or custodian, and the microchip number of the puppy or kitten within ten (10) days after the transfer. If it is discovered that an owner or custodian has failed to provide the Division with the name and address of the new owner and the microchip number of the puppy or kitten, the owner or custodian shall be subject to the penalties set forth in this chapter.

D. When an impounded dog or cat is without microchip identification, in addition to satisfying applicable requirements for the release of the animal, including but not limited to payment of impound fees pursuant to this chapter, the owner or custodian shall also do one of the following:

1. Have the dog or cat implanted with a Division microchip by a department registered veterinarian technician, veterinarian, or other designated personnel at the expense of the owner or custodian;

2. Have the dog or cat implanted with a Division approved microchip by a California Licensed Veterinarian. The owner or custodian may arrange for another California Licensed Veterinarian to perform the implant, and shall pay to the Division the cost to deliver the dog or cat to the chosen veterinarian. The cost to deliver the dog or cat shall be based on the Division's hourly rate established by
the City of Perris Auditor-Controller. The veterinarian shall complete and return to the Division within ten (10) days, a statement confirming that the microchip has been implanted, provide the Division with the number and shall release the dog or cat to the owner or custodian only after the procedure is complete; or

3. At the discretion of the Senior Animal Control Officer or their designee, the dog or cat may be released to the owner or custodian if he or she signs a statement under penalty of perjury representing that the dog or cat will be implanted with a microchip and that he or she will submit a statement within ten (10) days of the release, signed by a California Licensed Veterinarian, confirming that the dog or cat has been so implanted and provide the microchip number to the Division or allow the Division to scan the dog or cat for the microchip to verify.

E. Fees for microchip identification device. The fee for an identifying microchip device shall be included in the cost of adoption when adopting a dog or cat from a City of Perris animal shelter. The fee for an identifying microchip device shall be the amount set forth per animal by the City of Perris for all other animals. If an animal has already been implanted with an identifying microchip device by some other facility, there will be no fee to have the identification microchip number entered into the Division's registry as required by subdivision (A) of this section.

F. Allocation of fees and fines collected. All costs, fees, and fines collected under this section shall be paid to the Division for the purpose of defraying the cost of the implementation and enforcement of this program and for low cost microchipping programs administered by the Division.

8.02.200 - Public spay and neuter clinics.

A. Authority for Clinics. The Senior Animal Control Officer or their designee is authorized and directed to establish clinics at which members of the public who are residents of City of Perris may have dogs and cats spayed or neutered in a humane manner. Fees for services provided by such clinics shall be determined in a minimum amount, to offset costs of operation of such clinics and shall be consistent with the intent of this chapter for providing low-cost, nonprofit public spay and neuter services. Fees shall be established by the City Council.

B. Persons submitting a dog or cat for the above service shall sign a consent form under penalty of perjury certifying thereon that they are the owner of the animal or are otherwise authorized to present the animal for the above operation and such persons may be required to furnish proof of such ownership or authority. Such consent shall contain a waiver of any and all liability of the City, the Animal Control Division, and any other City employees for any injury or death to an animal
arising out of the aforementioned operation or any services provided incidental thereto.

C. The Division shall establish a return date by which persons submitting animals for the above operation shall pick-up said animals or be subject to reasonable board care fees to commence the day after such return date. Failure to pick up an animal within fifteen (15) days of the return date shall be deemed abandonment of the animal and the Animal Control Officer may dispose of it by sale or destruction.

8.02.210 - Cat trapping.

It is unlawful for any person to set or maintain an operating trap for a cat unless a sign is posted on the property stating that such a trap is in use on the property. The sign shall be clearly visible from the road serving the property on which the trap is set or maintained and shall remain posted and visible at all times while the trap is in use. Trapping shall not continue for more than ten (10) days in a thirty (30) day period unless specifically authorized by the Senior Animal Control Officer or their designee. If a person maintaining a trap should trap a lactating female cat, the person shall immediately release the cat thereby eliminating the chance of removing a cat that may be nursing kittens. This section shall not apply when the trap is being used for rabies control as determined in writing by the Senior Animal Control Officer or their designee.

8.02.220 - Rabies suppression, control and quarantine.

A. If it shall appear to the Senior Animal Control Officer or their designee that any animal has rabies, the Senior Animal Control Officer or their designee may destroy such animal forthwith, or may hold such animal for further examination or observation for such time as the Senior Animal Control Officer or their designee may determine to be appropriate.

B. Whenever any animal has been bitten by an animal which has rabies, which exhibits any symptoms of rabies, or which is otherwise suspected of having or having been exposed to rabies, the owner or person having custody of such bitten animal shall immediately notify the Senior Animal Control Officer or their designee, and shall immediately confine the animal and maintain that confinement until it is established, to the satisfaction of the Senior Animal Control Officer or their designee, that such animal does not have rabies. The Senior Animal Control Officer or their designee shall have the power to quarantine any such animal, or
impound it at the owner's expense if the owner or person having custody of such animal shall fail, refuse, or is unable, in the opinion of the Senior Animal Control Officer or their designee, to adequately confine such animal immediately, or in the event the owner or person having custody of such animal is not readily accessible.

C. Whenever it is shown that any animal has bitten any person, the owner or person having custody of such animal shall, upon the order of the Senior Animal Control Officer or their designee, quarantine such animal and keep it confined at the owner's expense for a minimum period of ten (10) days for dogs and cats and fourteen (14) days for all other animals, and shall allow the Senior Animal Control Officer or their designee to make an inspection or examination of such animal at any time during such period of quarantine. Animals quarantined pursuant to this subsection (C) shall not be removed from the premises upon which such animal is quarantined without permission of the Senior Animal Control Officer or their designee. The Senior Animal Control Officer or their designee is hereby authorized to impound any animal at the owner's expense in the event the owner or person having custody of such animal fails or refuses to so confine such animal. Animals quarantined pursuant to this subsection (C) shall remain under quarantine until notice is given by the Senior Animal Control Officer or their designee that such quarantine is terminated.

D. The Senior Animal Control Officer or their designee may, at their discretion, post or cause to be posted an appropriate sign on any premises where an animal is quarantined pursuant to this chapter for the purpose of warning the public of the fact of such quarantine. It shall be unlawful for any person to remove a sign posted pursuant to this subsection without the permission of the Senior Animal Control Officer or their designee.

E. Whenever the Senior Animal Control Officer or their designee shall determine that an epidemic of rabies exists or is threatened, the Senior Animal Control Officer or their designee shall have the authority to take such measures as may be reasonably necessary to prevent the spread of the disease, including but not limited to the declaration of quarantine against any or all animals in any area of the City as the Senior Animal Control Officer or their designee may determine and define, for a period of not more than one hundred twenty (120) days. An additional or extended quarantine period may also be declared if such additional or extended quarantine period shall be deemed necessary by the Senior Animal Control Officer or their designee for the protection and preservation of the public health, peace and safety. Any quarantine declared pursuant to this subsection, other than as restricted herein, shall be upon such conditions as the Senior Animal Control Officer or their designee may determine and declare.
F. No person shall bring any animal into the City of Perris from any other city, county, community, jurisdiction in which a reported case of rabies exists or has existed within the past six (6) months.

G. In order to protect the public health from the hazard of rabies which has been found to exist in skunks, a quarantine is imposed to continue until released by the Senior Animal Control Officer or their designee, whereby it is prohibited to trap or capture skunks for pets; to trap, capture, or hold skunks in captivity for any reason; to transport skunks from or into the City except pursuant to a permit issued by the California Department of Health Services pursuant to Title 17, California Administrative Code, Section 2606.8.

H. Any exotic or hybrid animal shall be vaccinated and/or quarantined pursuant to State law.

8.02.230 - Placement requirements.

A. Any person, who within the City of Perris, or any business entity, or other organization located in or doing business in the City of Perris, which advertises or offers in any manner, puppies or dogs for sale, trade, barter or to be given away for free, must display in such advertisements, announcement, or flyer the following information:

1. The license number and name of the licensing agency of each of the mother animals any of whose offspring are so offered (in the case of puppies under four (4) months of age);

2. The license number and name of licensing agency of each of the dogs (in the case of animals four (4) months of age or more);

3. The kennel permit number and name of the permitting agency of the owner of each of the mother animals any of whose offspring are so offered (in the case of puppies under four (4) months of age); and/or

4. The kennel permit number and name of the permitting agency of the owner of each of the dogs so offered (in the case of animals four (4) months of age or more).

B. This section shall not apply to public animal shelters or nonprofit humane societies which are in compliance with Food and Agricultural Code Sections 30503 and 31751, nor shall it apply to persons who relinquish animals to such shelters or societies.
C. Violators subject to citation are to be furnished with a list of low-cost or no-cost spay and neuter resources.

D. It is unlawful for any person to make use of a stolen, counterfeit or unauthorized license, tag, certificate or any other document or thing for the purpose of evading the provisions of this section.

8.02.240 - Prohibition of sales or giving away of dogs and cats on public property.

No person shall, in the City of Perris, offer for sale or sell or give away or transfer for adoption any dog, puppy, cat, or kitten on any public street, public sidewalk, or public park.

8.02.250 - Prohibition of sales or giving away of dogs and cats on private property without owner consent.

No person shall offer for sale or sell or give away or transfer for adoption any dog, puppy, cat, or kitten on any private property without the property owner’s written consent. Said written consent shall be in the possession of the person at all times while on the private property. This section shall not apply to any person who is also the legal owner or legally in possession of the real property on which the act is occurring.

8.02.260 - Enforcement.

A. The Senior Animal Control Officer or their designee shall supervise the administration and enforcement of this chapter and of the laws of the State of California pertaining to the control of dogs and shall have charge of animal control center employees and facilities.

B. The City Council may enter into a written agreement or agreements with any veterinarian, organized humane society, association, person, corporation, or organization which will undertake to carry out the provisions of this chapter and maintain and operate a shelter, and which will license, take up, impound, and dispose of animals. Any such veterinarian or society or association which shall enter into such an agreement shall carry out all of the provisions of this chapter in the manner prescribed in this chapter.
C. It is unlawful for any person to interfere with, oppose, or resist any officer, employee, or person empowered to enforce the provisions of this chapter while such officer, employee, or person is engaged in the performance of his or her duties as provided in this chapter.

D. Nothing in this chapter shall prevent the Senior Animal Control Officer or their designee from acting, when he or she deems it appropriate to do so, under the applicable provisions of California Penal Code, Section 597, et seq.

8.02.270 - Violation—Penalty.

In addition to the remedies and penalties contained in this Ordinance, any person violating any provision of City animal control ordinances shall be guilty of an infraction, unless otherwise stated in such City animal control ordinances, and upon conviction thereof shall be punished by (1) a fine not exceeding fifty dollars ($50.00) for the first violation; (2) a fine not exceeding one hundred dollars ($100.00) for the second violation within one (1) year; and (3) a fine not exceeding two hundred fifty dollars ($250.00) for each additional violation within one (1) year. Each day a violation is committed or permitted to continue shall constitute a separate offense.

A. Persons receiving a citation for any infraction resulting from a violation of this chapter, may choose to clear the citation within ten (10) days, thereby avoiding a visit to court and a potentially higher court fine, by demonstrating their compliance to the Senior Animal Control Officer or their designee through their written, signed agreement and paying an administrative fee of sixty dollars ($60.00) to the Division.

B. Persons who violate a home quarantine, fail to produce an animal for quarantine upon demand, or in any other way interfere with rabies investigation, shall be guilty of a misdemeanor, pursuant to Section 121710 of the California Health and Safety Code and Section 9701 of the California Food and Agriculture Code, which is punishable by imprisonment in the City jail for a period not to exceed one (1) year, or by a fine of not less than one hundred dollars ($100.00), nor more than one thousand dollars ($1,000.00) per day of violation, or both fine and imprisonment.

C. Persons receiving a citation for violation of a home quarantine, may choose to clear the citation and avoid arrest and appearance in court by demonstrating to the Senior Animal Control Officer or their designee, in writing, their intent to comply with the order and by paying an administrative fee of fifty dollars ($50.00) to the Division.
8.02.280 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this Ordinance, and in accordance with Government Code Section 53069.4, an administrative citation may be issued for any violation of City animal control ordinances. The following procedures shall govern the imposition, enforcement, collection and administrative review of administrative citations and penalties.

A. Notice of Violation. If an animal is owned, kept, maintained, or found to be in violation of City animal control ordinance, an administrative citation may be issued by the Animal Control officer. An administrative citation will not be issued for violation of Section 8.02.050 (Mandatory licensing of kennels and catteries) prior to a written notice of violation being issued.

B. Content of Citation. The administrative citation shall be issued on a form approved by the City Attorney and shall contain the following information:

1. Date, location and approximate time that the violation was observed;

2. The ordinance violated and a brief description of the violation;

3. The amount of the administrative penalty imposed for the violation;

4. Instructions for payment of the penalty, and the time period by which it shall be paid and the consequences of failure to pay the penalty within this time period;

5. Instructions on how to appeal the citation;

6. The signature of the Animal Control Officer.

Failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

C. Service of Citation.

1. If the person who has violated the City animal control ordinance is present at the scene of the violation, the Animal Control Officer shall attempt to obtain his or her signature on the administrative citation and shall deliver a copy of the administrative citation to him.

2. If the owner, occupant, or other person who has violated the City animal control ordinance is a business, and the business owner is on the premises, the Animal Control Officer shall attempt to deliver the administrative citation to him...
or her. If the Animal Control Officer is unable to serve the business owner on the premises, the administrative citation may be left with the manager or employee of the business. If left with the manager or employee of the business, a copy of the administrative citation shall also be mailed to the business owner by certified mail, return receipt requested.

3. If no one can be located at the property where the violation occurred, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed by certified mail, return receipt requested to the owner, occupant or other person who has violated this chapter. The citation shall be mailed to the property address and/or the address listed for the owner on the last City equalized assessment roll. The citation shall also be mailed to any additional address for the owner in Division records.

4. The failure of any interested person to receive the citation shall not affect the validity of the proceedings.

D. Administrative Penalties.

1. The penalties assessed for each violation of a City animal control ordinance shall not exceed those amounts as set forth by the City of Perris for a first violation, second violation of the same administrative abatement order within one (1) year; or for each additional violation of the administrative abatement order within one (1) year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.

4. The penalties assessed shall be payable to the City of Perris.

5. Where the violation would otherwise be an infraction, the administrative penalty shall not exceed the maximum fine or infraction amount.

E. Administrative Appeal of Administrative Citation.

1. Notice of Appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Division. The written notice of appeal must be filed within ten (10) days of the service of the administrative citation as set forth in subsection (C) above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative
citation. The notice of appeal shall be submitted on City forms and shall contain the following information:

a. A brief statement setting forth the appellant’s interest in the proceedings;

b. A brief statement of the material facts which the appellant claims supports his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

c. An address at which the appellant agrees to notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

d. The notice of appeal must be signed by the appellant.

2. Administrative Hearing. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

a. Notice of Hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing. The notice may be personally delivered to the person requesting the hearing or may be mailed to the address listed in the notice of appeal.

b. Hearing Officer. The administrative hearing regarding the administrative citation shall be held before the City’s designated Hearing Officer. The Hearing Officer shall not be the investigating Animal Control Officer who issued the administrative citation or his or her immediate supervisor. The City may, at its sole discretion, contract with a qualified provider to conduct the administrative hearings or to process administrative citations.

c. Conduct of the Hearing. The investigating Animal Control Officer who issued the administrative citation shall not be required to participate in the administrative hearing regarding the citation. The contents of the investigating Animal Control Officer’s file shall be admitted as prima facie evidence of the facts stated therein. The Hearing Officer shall not be limited by the technical rules of evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the Hearing Officer shall make his or her determination based on the information contained in the notice of appeal.

d. Hearing Officer’s Decision. The Hearing Officer’s decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The Hearing Officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the Hearing Officer of an inability to pay the
penalty in full at one time. The Hearing Officer’s decision shall contain instructions for obtaining review of the decision by the superior court.

F. Review of Administrative Hearing Officer’s Decision. If the recipient of an administrative citation disagrees with the administrative Hearing Officer’s decision upholding the issuance of the administrative citation and/or administrative penalty amount assessed, the recipient may appeal the issuance of the administrative citation to the City Manager or his or her designee as set forth in this section.

1. Notice of Appeal. Within twenty (20) days of the delivery and mailing of the Hearing Officer’s decision regarding the administrative citation, the recipient of the administrative citation may contest that decision by filing an appeal to be heard by the City Manager. The fee for filing the notice of appeal shall be as set forth by the City per their fee resolution. The failure to file the written appeal and to pay the filing fee within this twenty (20) day period shall constitute a waiver of the right to an appeal and the decision shall be deemed final. A copy of the notice of appeal shall be forwarded to the Animal Control Division upon receipt by the City Manager’s office.

2. The City Manager or his or her designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.

3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager or designee shall be final.

8.02.290 - Recoupment of enforcement costs.

The intent of this section is to authorize the recoupment of administrative costs reasonably related to the enforcement of this Ordinance. In furtherance of this intent the City shall be entitled to recover costs of enforcement, including costs of staff time, by complying with the following procedure:

A. Records of Costs. The Division of animal services shall maintain records of all administrative costs, incurred by the Division and all other responsible City departments, in the processing of the violation or violations and the enforcement of this chapter and other applicable ordinances and may recover such costs from the violator and/or property owner or property occupier as provided in this chapter.
B. Notice. Upon investigation and determination that a violation of any of the provisions of this chapter or other related City ordinances is found to exist, the Animal Control Division and/or other City department(s) shall notify the violator and/or record owner of the property, or any person having possession or control of the subject property, by mail of the existence of the violation, of the Division’s intent to charge the violator and/or property owner and/or person having possession or control of the property for all administrative costs associated with enforcement, and of the respondent’s right to a hearing on objections thereto. The notice shall be in substantially the following form:

NOTICE

The Animal Control Division and/or Department of ____________ has/have determined that conditions exist at the property located at ____________ which violate Section(s) ____________ of the City of Perris Ordinance No(s).

__________ to wit: ______

____

____

____

Notice is hereby given that at the conclusion of this case you will receive a summary of administrative costs associated with the processing of such violation(s), at an hourly rate as established and adjusted from time to time by the City Council. The hourly rate presently in effect is ____________ per hour of staff time. You will have the right to object to these charges by filing a Request for Hearing with the Animal Control Division within ten (10) days of service of the Summary of Charges.

C. Summary of Costs. At the conclusion of the case, the Animal Control Division shall send a summary of costs associated with enforcement to the violator and/or owner of the property and/or person having possession or control of the subject property by certified mail. The summary shall include a notice in substantially the following form:

NOTICE

If you object to these charges, you must file a Request for Hearing on the enclosed Form within ten (10) days of the date of this notice.
IF YOU FAIL TO TIMELY REQUEST A HEARING, YOUR RIGHT TO OBJECT WILL BE WAIVED AND YOU WILL BE LIABLE TO THE CITY OF PERRIS FOR THESE CHARGES, TO BE RECOVERED IN A CIVIL ACTION IN THE NAME OF THE CITY, IN ANY COURT OF COMPETENT JURISDICTION WITHIN THE CITY.

Dated: ____________

Animal Control Division

D. Right to Hearing. Any violator or property owner, or other person having possession and control of the property, who receives a summary of costs under this section shall have the right to a hearing before the Senior Animal Control Officer or their designee on his or her objections to the proposed costs in accordance with the procedures set forth herein.

E. Request for Hearing. A request for hearing shall be filed with the Division within ten (10) days of the service by mail of the Division summary of costs, on a form provided by the Division. Within ten (10) days of the filing of the request, and on ten (10) days’ written notice to the violator and/or owner, the Senior Animal Control Officer or their designee shall hold a hearing on the violator and/or owner’s objections, and shall determine the validity thereof.

F. Recovery of Costs. In the event that: (a) no request for hearing is timely filed; or (b) after a hearing the Senior Animal Control Officer or their designee affirms the validity of the costs; the violator, the property owner or the person in control and possession of the property shall be liable to the City in the amount stated in the summary of costs or any lesser amount as determined by the Senior Animal Control Officer or their designee. These costs shall be recoverable in a civil action in the name of the City, in any court of competent jurisdiction within the County of Riverside.

G. Senior Animal Control Officer or their designee's Decision. In determining the validity of the costs, the Senior Animal Control Officer or their designee shall consider whether the total costs as charged have been fairly and accurately calculated. Factors to be considered include whether the time and personnel spent in enforcement were reasonably necessary to bring about compliance and whether the rate charged is the current rate established by the City.

H. Appeal. The decision of the Senior Animal Control Officer or their designee may be appealed by filing a written notice of appeal with the City Clerk within ten (10) days after service by mail on the violator, property owner, or other person
having possession and control of the property, of the decision of the Senior Animal Control Officer or their designee. The appeal shall be heard by the City Council which may affirm, amend or reverse the decision and may take any other action deemed appropriate. The Division shall give written notice of the time and the place of the hearing to appellant. In conducting the hearing, the City Council shall not be limited by the technical rules of evidence.

8.02.300 - Public nuisance.

A. The possession or maintenance of any dog, cat or other identified animal or the allowing of any dog, cat or other identified animal to be in violation of this Ordinance, or any other City ordinance or State law, is declared to be a public nuisance. The Senior Animal Control Officer or their designee and any City of Perris peace officer are directed and empowered to abate any such public nuisance independently of any criminal prosecution or the results thereof, by any means reasonably necessary to accomplish the abatement including, but not limited to, the destruction of the dog, cat or other identified animal involved, or by the imposition of specific reasonable conditions and restrictions for the maintenance of such dog, cat or other identified animal. Failure to comply with such conditions and restrictions is a misdemeanor. The owner of such dog, cat or other identified animal shall reimburse the City for all costs incurred in enforcing compliance with the provisions of this section. The City, by and through the Senior Animal Control Officer or their designee, may also commence and maintain such proceedings in a court of competent jurisdiction as are appropriate under the laws and regulations of the state for the abatement and redress of public nuisances.

B. At least ten (10) working days prior to the impoundment or abatement or both pursuant to subsection A of this section, the owner or custodian of the subject dog, cat, or other identified animal shall be notified by the Senior Animal Control Officer or their designee, in writing, of the right to a hearing to determine whether grounds exist for such impoundment or abatement or, where applicable, both. The notice shall be served by hand-delivery or by registered or certified mail, postage prepaid, return receipt requested. If the owner or custodian requests a hearing prior to impoundment or abatement, no impoundment or abatement shall take place until the conclusion of such hearing, except as provided in subsection C of this section.

C. When, in the opinion of the Senior Animal Control Officer or their designee, immediate impoundment is necessary for the preservation of animal or public health, safety or welfare, or if the subject dog, cat or other identified animal has been impounded under any other provision of this chapter or any law or regulation of the State of California, the pre-impoundment hearing shall be deemed waived; provided, however, that the owner or custodian of the subject dog or cat shall be
given notice by the Senior Animal Control Officer or their designee, in writing, which would allow five (5) working days to request an abatement hearing. Service of such notice shall be in accordance with the service methods specified in subsection (B) of this chapter. Where requested by such owner or custodian, a hearing shall be held within five (5) days of the request therefor, and the subject dog, cat or other animal shall not be disposed of prior to the conclusion of the hearing. If, after five (5) working days from the date of service of the notice specified in this subsection, no request for a hearing is received from the owner or custodian of the subject dog, cat or other animal, such dog, cat, or other animal shall be disposed of pursuant to applicable provisions of law.

D. All hearings pursuant to this section shall be conducted by the Senior Animal Control Officer or their designee personally or by a designee who shall not have been directly involved in the subject action. Hearings shall be held not more than ten (10) days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a reasonable period of time if the Senior Animal Control Officer or their designee deems such continuance to be necessary and proper or if the owner or custodian shows good cause for such continuance. Within ten (10) days after the conclusion of the hearing, the Senior Animal Control Officer or their designee shall render, in writing, their findings, decision and order thereon and shall give notice of the findings, decision and order to the owner or custodian of the subject dog, cat or other animal; service of such notice shall be in accordance with the service methods specified in subsection (B) of this section.

E. Pursuant to Food and Agriculture Code Section 31622, the owner or keeper of a dog can appeal the decision of the administrative hearing to the municipal court.

8.02.310 - Adjustments of fees.

All of the fees set forth in this chapter shall be in effect until the City Council shall, by means of ordinance, fix some other fees upon the basis of a cost-analysis as determined by the City of Perris Auditor-Controller or, where applicable, pursuant to a change in the applicable laws and regulations of the State of California or, if applicable, both.

8.02.320 - Waiver of fees.
At the discretion of the Senior Animal Control Officer or their designee, the impoundment fees recoverable under Section 8.02.100 may be waived by the Senior Animal Control Officer or their designee based upon indigent circumstances of the owner of the impounded animal that are verified by the Animal Control Division so long as the animal is being kept and maintained in accordance with all other provisions of this chapter, the City of Perris Ordinances, and State law.

Chapter 8.03 - ABANDONED, NEGLECTED AND CRUELLY TREATED ANIMALS

Sections:

8.03.010 – Incorporation of Penal Code 597.1

Penal Code Section 597.1, Permitting Animals to Go Without Care; Veterinary Care for Injured Animals; Pre seizure and Post Seizure Hearings, as may be amended by the State, is hereby incorporated herein in its entirety by reference.

8.03.020 – Hearing Officer

The City shall retain an independent Hearing Officer for all matters related to enforcement of Penal Code Section 597.1. Said Hearing Officer shall be under the authority of the City Manager or his or her designated alternative, at their sole discretion in order to maintain neutrality and objectivity. Selection of said Hearing Officer shall be made by the City Manager or his or her designated alternative. The City Manager or his or her designee may elect to secure the services of an on-call Hearing Officer, who shall be available to respond to the timely hearing requirements contained in Penal Code Section 597.1.

8.03.030 – Abandoning animals.

It is unlawful to abandon any animal, dead or alive, within the boundaries of the City.

8.03.040 – Cruelty to dogs, cats and other animals.
A. It is unlawful and is a violation of this chapter for any person to abandon, starve, kill, injure, torture, torment, or otherwise treat in a cruel or inhumane manner, any domesticated or wild animal within the City except in defense of person, property or another animal, or when the person whose actions are in question reasonably believes that the questioned action or actions are necessary for the preservation of the public health or safety. This provision shall not be construed to limit in any manner the carrying out of official duty by any peace officer, humane officer or other law enforcement officer.

B. Any animal which is abandoned, starved or treated in a cruel or inhumane manner, or which is willfully or negligently allowed to suffer torture or unnecessary pain, may be impounded and treated or disposed of in a humane manner, or as prescribed in Penal Code section 597f.

C. Except as otherwise provided in the impounded animals section of this Ordinance, or under exigent circumstances, at least five (5) working days prior to the impoundment, adoption, disposal or destruction of any animal under this section, written notice shall be given by personal delivery, first class mail, postage prepaid, to the last known address of the owner, of such person's right to a hearing as to whether or not such impoundment, adoption, disposal or destruction shall be ordered, except where such delay will be unreasonable in the opinion of the Senior Animal Control Officer, in which case the animal may be impounded immediately. In the event the owner of such animal requests a hearing prior to such action being taken, no impoundment, adoption, disposal or destruction shall take place until the conclusion of such hearing, which hearing shall be conducted by the Senior Animal Control Officer, except as otherwise provided in the impounded animals section of this Ordinance. Requests for hearing shall be filed in writing with the Senior Animal Control Officer.

D. If, in the opinion of the Senior Animal Control Officer, immediate impoundment is necessary for public health or safety or the health or safety of the animal, the pre-impoundment hearing shall be deemed waived; provided, however, that in such case the owner of the animal shall be given at least five (5) working days' notice as provided in this subsection of her or his right to a post-impoundment hearing. Requests for hearing shall be filed in writing with the Senior Animal Control Officer. In the event a post-impoundment hearing is requested, it shall be conducted by the Senior Animal Control Officer, or by a person authorized by the Senior Animal Control Officer to conduct the hearing. The person who conducts the hearing shall not have been directly involved in the events leading up to the hearing. The pre-impoundment or post-impoundment hearing shall commence within ten days after the date the written request has been received by the City, and the animal which is the subject of such hearing shall not be destroyed or disposed of prior to the conclusion of such hearing. Notice of the time, date and place of such
hearing shall be given to the owner or person entitled to possession of the animal which is the subject of such hearing and to the Senior Animal Control Officer.

E. Within ten (10) days after the conclusion of the hearing, whether pre-impoundment or post-impoundment, the person conducting the hearing shall render, in writing, his findings, decision and order to the owner of the subject animal and to the Senior Animal Control Officer. Service of such notice shall be made upon the owner by personal delivery or by first class mail, postage prepaid. If the impoundment is found to be unjustified, the animal shall be returned, without charge for any impoundment which occurred.

8.03.050 – Poisoning animals.

It is unlawful to place, leave or expose in any place accessible to any pet with the intent to kill or harm such animals, any poisonous substance or ingredient, or any edible or any other substance or ingredient which has in any manner been treated or prepared with any poisonous substance or ingredient.

8.03.060 – Sanitary conditions.

A. Any animal kept or maintained within the City shall be kept and maintained in a sanitary condition with all refuse and manure removed from the premises at least once each calendar week. All rules and regulations of the state health department pertaining to sanitary conditions and maintenance of premises must also be complied with.

B. It is unlawful for the owner or person having charge, custody or control of any animal to permit, either willfully or through the failure to exercise due care or control, any such animal to create a nuisance by leaving its excreta and to allow such nuisance to therefore remain on the following:

1. Any public park in the City;

2. A public sidewalk, parkway or any other public property;

3. Any entranceway, stairway or wall immediately abutting a public sidewalk;

4. The floor of any theater, shop, store, office building or other building used by the public;
5. Any improved private property other than that of the owner or person who has custody or control of such animal;

6. The floor of any common hall in any apartment house, tenement house, motel or other multiple dwelling.

C. Any owner or person found in violation of this section shall be fined fifty dollars ($50.00), payable to the City, for each violation.

8.03.070 – Fighting animals.

No person shall cause any animal, including, but not limited to, any cock or dog, to fight with the like kind of animal, with a different kind of animal or a human being. Nor shall any person permit the same to be done on any premises under his charge or control. Any person, who aids, abets or is present at such fighting as a spectator is guilty of a misdemeanor.

8.03.080 – Owning, keeping or training animals for fighting.

Any person who owns, possesses, keeps or trains any animal with the intent that such animal shall be engaged in an exhibition of fighting, or is present at any place or building where preparations are being made for an exhibition of the fighting of animals with the intent to be present at such exhibition, is guilty of a misdemeanor.

Chapter 8.04 - POTENTIALLY DANGEROUS, DANGEROUS, AND VIOLENT ANIMALS

Sections:

8.04.010 - Findings.

A. Because of the increased urbanization of City of Perris, the City has experienced increasing numbers of residents with dogs.

B. In an attempt to control, it is necessary to: (1) increase the total number of animals which are licensed and thus properly established to have been vaccinated against rabies; (2) encourage the spaying and neutering of animals, which (a)
reduces the number of strays at large and not safely confined, (b) reduce aggressiveness and animals at large, and (c) reduces the financial cost to taxpayers of animal control services; and (3) establish a warning and hearing procedure to put the owners of potentially dangerous, dangerous dogs and other animals on adequate notice to control such animals and to bring about the confinement of such animals and the destruction of those animals where other lesser measures have failed or are inappropriate.

8.04.020 - Definitions.

Whenever, in this chapter or in any resolution or standard adopted by the City Council pursuant to this chapter, the following terms are used, they shall have the meaning ascribed to them in this section, unless it is apparent from the context thereof, that some other meaning is intended.

“Potentially dangerous animal” means:

1. Any animal which has once actively pursued, attacked, bitten, or otherwise caused a less severe injury than a “substantial injury” (as defined in this section), to another person engaged in a lawful activity.

2. Any animal which has once attacked, bitten, or otherwise caused a less severe injury than a “substantial injury” (as defined in this section), to another animal.

3. Any animal which is found actively pursuing livestock, domestic bovine animal, horse, mule, burro, sheep, goat, swine, poultry, chicken, duck, turkey, goose or other domestic fowl, dogs, cats, or other domestic animals.

“Substantial injury” means a substantial impairment of the physical condition of a person or animal which requires professional medical treatment, including, but not limited to, loss of consciousness; concussion; bone fracture; protracted loss, or impairment of function of any bodily member or organ; muscle tears, disfiguring lacerations, punctures, or a wound requiring multiple sutures; or any injury requiring corrective or cosmetic surgery.

“Dangerous animal” means:

1. Any animal which has twice within a thirty-six (36) month period in two (2) separate incidents has, actively pursued, attacked, bitten or otherwise caused a less severe injury than a “substantial injury” (as defined in this section), to another person or animal engaged in a lawful activity;
2. Any animal which has once attacked, bitten, or otherwise caused injury to a person or animal engaged in lawful activity, resulting in death or substantial injury;

3. Any animal which has been previously declared a “potentially dangerous animal” and the owner/custodian has failed to restrain the animal as so directed; or

4. Any dog which has been declared a “potentially dangerous dog” as defined by California State law during any legal hearing process.

“Secure enclosure” means a fence or structure suitable to prevent the entry of young children or any part thereof, and which is suitable to confine a potentially dangerous or dangerous animal in conjunction with other measures, which may be taken by the owner, keeper of the animal, or at the direction of the Senior Animal Control Officer. The enclosure shall be designed to prevent the animal from escaping and from preventing an adult or child from coming in contact with the animal. (A chain where a person can walk within the length of the chain, or an electric collar or invisible fence is not a sufficient restraint or enclosure.)

“Vicious dog” means:

1. Any dog which, when unprovoked, in an aggressive manner, inflicts injury on or kills a human being or animal.

2. Any dog previously determined to be and currently listed as a potentially dangerous dog which after its owner or keeper has been notified of this determination, continues the behavior described in Section 31602 of the Food and Agricultural Code or is maintained in violation of Section 31641, 31642, or 31643 of the Food and Agricultural Code.

8.04.030 - Administrative restraint order for potentially dangerous animals.

A. If the Animal Control Division has cause to believe that an animal is a potentially dangerous animal, the Senior Animal Control Officer or their designee shall issue a potentially dangerous animal restraint order to the owner or custodian of any such dog or animal that fits the description described in this chapter, of a potentially dangerous animal. The statement shall be served by hand-delivery or certified and first-class mail. The statement shall notify the owner or custodian of such animal that such owner or custodian is required thereafter at all times to keep such animal in a secure enclosure or provide such other adequate secure restraint as may be specified on the restraint order.
B. An owner or custodian of an animal receiving a potentially dangerous animal restraint order may request a hearing on the order by a Hearing Officer selected by the Senior Animal Control Officer or its designee. The request for a hearing must be submitted in writing, during the ten (10) calendar days following the service of the order. Pending such hearing, the animal must be kept in a secure enclosure or adequately restrained as specified in the restraint order.

C. Failure of the owner or custodian to request a hearing on the restraint order within the ten (10) day period, or failure to attend or be represented at a scheduled hearing, shall constitute a waiver of the right to a hearing and shall satisfy the hearing requirements provided herein.

D. All hearings pursuant to subsection (B) of this section shall be conducted by the Hearing Officer who shall not have been directly involved in the subject action. Hearings shall be held not more than ten (10) working days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a period of time not to exceed thirty (30) days if the Hearing Officer deems such continuance to be necessary and proper. Within ten (10) days after the conclusion of the hearing, the Hearing Officer shall render, in writing, his or her findings, decision, and order thereon and shall give notice of the findings, decision, and order to the owner or custodian of the subject animal; service of such notice shall be by mail or hand delivery.

E. Costs for successful enforcement of this section shall be recouped from the animal's owner or custodian pursuant to section 8.02.310..

F. An animal which has been determined to be a potentially dangerous animal following the conclusion of the process described in subsections A through D of this section shall be added to a list of potentially dangerous animals maintained by the Animal Control Division. Once an animal has been determined to be a potentially dangerous animal, if there are no additional instances of the behavior described in the definition for a potentially dangerous animal in Section 8.04.020 within a thirty-six (36) month period from the date of the restraint order, the animal may be removed from the list of potentially dangerous animals by the Senior Animal Control Officer.

8.04.040 - Administrative restraint order for dangerous animals.

A. If the Animal Control Division has cause to believe that an animal is a dangerous animal, the Senior Animal Control Officer or their designee shall issue a dangerous animal restraint order to the owner or custodian of any such dog or
animal that fits the description described in this chapter, of a potentially dangerous animal. The statement shall be served by hand-delivery or certified and first-class mail. The statement shall notify the owner or custodian of such animal that such owner or custodian is required thereafter at all times to keep such animal in a secure enclosure or provide such other adequate secure restraint as may be specified on the restraint order.

B. An owner or custodian of an animal receiving a dangerous animal restraint order may request a hearing on the order by a Hearing Officer selected by the Senior Animal Control Officer or its designee. The request for a hearing must be submitted in writing, during the ten (10) calendar days following the service of the order. Pending such hearing, the animal must be kept in a secure enclosure or adequately restrained as specified in the restraint order.

C. Failure of the owner or custodian to request a hearing on the restraint order within the ten (10) day period, or failure to attend or be represented at a scheduled hearing, shall constitute a waiver of the right to a hearing and shall satisfy the hearing requirements provided herein.

D. All hearings pursuant to subsection (B) of this section shall be conducted by the Hearing Officer who shall not have been directly involved in the subject action. Hearings shall be held not more than ten (10) working days from the date of receipt of the request for the hearing and shall be conducted in an informal manner consistent with due process of law. A hearing may be continued for a period of time not to exceed thirty (30) days if the Hearing Officer deems such continuance to be necessary and proper. Within ten (10) days after the conclusion of the hearing, the Hearing Officer shall render, in writing, his or her findings, decision, and order thereon and shall give notice of the findings, decision, and order to the owner or custodian of the subject animal; service of such notice shall be by mail or hand delivery.

E. Costs for successful enforcement of this section shall be recouped from the animal’s owner or custodian pursuant to section 8.02.310. .

F. An animal which has been determined to be a dangerous animal following the conclusion of the process described in subsections A through D of this section shall be added to a list of dangerous animals maintained by the Animal Control Division.

8.04.050 - Exceptions to finding an animal to be vicious.

No animal may be determined vicious if:
1. Any such bite, threat, injury or damage was sustained by a person who, at the time, was committing a willful trespass upon the premises occupied by the owner or custodian of the animal, or was committing or attempting to commit a crime upon the premises occupied by the owner or custodian of the animal, or was teasing, tormenting, abusing or assaulting the animal or who has, in the past, teased, tormented, abused or assaulted the animal; or

2. Such animal is used in military or police work and any such bite, threat, injury or damage was sustained while the animal was actually performing in that capacity.

8.04.060 - Impoundment and abatement of dangerous and vicious animals.

The Animal Control Division is authorized and empowered to impound and/or abate (destroy) any dangerous or vicious animal as a public nuisance independently of any criminal prosecution or the results thereof by any means reasonably necessary to protect the health, safety and welfare of the public including, but not limited to, the imposition upon the owner and/or custodian of specific, reasonable restrictions and conditions for the maintenance of the animal. In carrying out an abatement, the Division shall follow the procedure as set forth in section 8.02.320.

Restrictions and/or conditions resulting from abatement proceedings may include, but are not limited to, the following:

A. Requiring the owner of the animal, possessor of the animal, and/or owner of the premises on which the animal is kept to obtain and maintain liability insurance in the amount of one hundred thousand dollars ($100,000.00) and to furnish a certificate or proof of insurance by which the Division shall be notified at least thirty (30) calendar days prior to cancellation or nonrenewal;

B. Requirements as to the size, construction, and design of structured enclosure for the animal;

C. Location of the animal’s residence including prior notice of plans to move the animal to another location or to a location outside of City of Perris and obtaining approval from the Animal Control Division to do so after proper notification of animal regulation in the new jurisdiction;

D. Requirements as to type and method of restraints for the animal; including but not limited to leashes, muzzles and confinement in a kennel or other facility;
E. Photo identification or permanent marking of the animal for purposes of identification;

F. A requirement to obtain a dangerous animal registration and/or requiring a tattoo or microchip noting the declaration and registration with City of Perris Animal Control;

G. A requirement to alter the animal;

H. Requirements to allow inspection of the animal and its enclosure by the Animal Control Division or any other law enforcement agency without warrant, and to produce upon demand, proof of compliance with such requirements of this section; as may be applicable;

I. Obtaining written permission to keep the animal on certain specified premises from the landlord or owner, in the event that the owner/custodian of the dangerous animal is a tenant or occupant on real property where the animal is being kept;

J. Payment of a reasonable fee to recover the costs of animal services in verifying compliance and enforcing the provisions of this section;

Any person who violates any provision of this section is guilty of an infraction or misdemeanor, if charged.

8.04.070 - Placement of warning signs.

It is unlawful for the owner or person in charge of any animal that has been found to be a potentially dangerous animal, dangerous animal, or vicious animal to fail, neglect, or refuse to keep posted in a conspicuous place at or near the entrance to the premises on or within which any dog or animal is kept, a sign having letters at least two (2) inches in width and two (2) inches in height and reading “Beware of vicious dog” or “Beware of vicious ___________,” as may be appropriate.

8.04.080 - Change of ownership, custody and/or location of animal.

A. The owner and/or custodian of an animal that is on restriction as above provided and who moves or sells the animal, or otherwise transfers the ownership, custody or location of the animals(s), shall, at least fifteen (15) days prior to the actual transfer or removal of the animal, notify the Animal Control Division in writing of the name, address and telephone number of the proposed, new owner or
custodian, and/or the proposed, new location of the animal, and the name and
description of the animal. The Division may prohibit the proposed relocation for
cause.

B. The owner and/or custodian shall, in addition to the above, notify any new
owner or custodian in writing regarding the details of the animal’s record, and the
terms and conditions for confinement and control of the animal. The transferring
owner and/or custodian shall also provide the Division with a copy of the
notification to the new owner or custodian containing an acknowledgment by the
new owner or custodian of his or her receipt of the original notification and
acceptance of the terms and conditions. The Division may impose different or
additional restrictions or conditions upon the new owner or custodian.

C. If the animal should die, the owner and/or custodian shall notify the
Division no later than twenty-four (24) hours thereafter and, upon request, from the
Division shall produce the animal for verification. If the animal injures a person or
animal, or if the owner and animal move to a new location, the owner and/or
custodian shall notify the Division no later than twenty-four (24) hours thereafter.
If the animal escapes, the owner and/or custodian shall immediately notify the
Division and make every reasonable effort to recapture the escaped animal.

D. An animal that has been declared dangerous or vicious in any legal hearing,
as a result of aggressive behavior, outside the confines of City of Perris, may not
be relocated in City of Perris.

E. Any person who violates any provision of this section is guilty of an
infraction or misdemeanor, if charged.

8.04.090 - Possession unlawful without adequate restraint.

It is unlawful for a person to have the custody of or own or possess an animal that
is restricted as above provided, unless the animal continues to be restrained or
confined to prevent it from being at large or from causing damage to any property
or injury to any person or other animal. Any person who violates any imposed
restriction is guilty of a misdemeanor.

8.04.100 - Surrender of animal upon demand.
The owner and/or custodian of any animal on restriction who is in violation of Section 8.04.090 shall surrender such animal to the Animal Control Division upon demand.

8.04.110 - Hearing procedures and charges.

Charges for hearing procedures and costs of confinement at a shelter associated with enforcement under this Ordinance shall be recovered from the animal’s owner or custodian as per sections 8.02.310 and 8.02.320.

8.04.120 - Remedies and penalties.

A. Except in cases where a different punishment is specifically prescribed elsewhere in the City of Perris Municipal Code, every misdemeanor offense is punishable by imprisonment in the city or county jail for a period not exceeding six (6) months, or by fine not exceeding one thousand dollars ($1,000.00), or by both, provided that where the City Attorney determines that such action would be in the interests of justice, the City Attorney may specify in the accusatory pleading that the offense shall be an infraction.

B. Except as otherwise prescribed elsewhere in this Code, every offense specifically declared to be an infraction is punishable by a fine not exceeding one hundred dollars ($100.00) for a first violation, a fine not exceeding two hundred dollars ($200.00) for a second violation of the same provision within one (1) year, and a fine not exceeding five hundred dollars ($500.00) for each additional violation of the same provision within one (1) year. An infraction is not punishable by imprisonment. A person charged with an infraction shall not be entitled to a trial by jury and shall not be entitled to have the public defender or other counsel appointed at public expense to represent him unless he is arrested and not released on his written promise to appear, his own recognizance or a deposit of bail. However, any person who has previously been convicted two or more times during any 12-month period for any crime made punishable as an infraction shall be guilty of a misdemeanor upon the third violation.

C. Notwithstanding any other provision of law, a violation of local building and safety codes determined to be an infraction is punishable by:

1. A fine not exceeding one hundred dollars ($100.00) for a first violation;
2. A fine not exceeding five hundred dollars ($500.00) for a second violation of the same ordinance within one year;

3. A fine not exceeding one thousand dollars ($1,000.00) for each additional violation of the same ordinance within one year of the first violation.

The remedies herein are not exclusive and City may seek any and all remedial action by any available means under the law.

8.04.130 - Exclusions.

This chapter does not apply to dogs while utilized by any police department or any law enforcement officer in the performance of police work.

8.04.140 - Court proceedings.

Nothing in this chapter shall prevent the City of Perris Animal Control Division or any other party from commencing and maintaining court proceedings for the restriction or destruction of any animal as authorized under Food and Agricultural Code Section 31601 et seq.

Chapter 8.05 - NOISY ANIMALS

Sections:

8.05.010 - Findings.

The disturbance caused by excessive, unrelenting or habitual noise of any animal is disruptive of the public's peace and tranquility and represents an unwanted invasion of privacy of the residents of the City of Perris. At certain levels, the excessive, unrelenting or habitual noise of any animal may jeopardize the health, safety or general welfare of residents of the City of Perris and degrade their quality of life.

8.05.020 - Purpose.
It is declared to be in the public interest to promote the health and welfare of the residents of the City of Perris (the "City") by providing for an administrative proceeding for the abatement of such noisy animal nuisances, which abatement procedures shall be in addition to all other proceedings authorized by City ordinances or otherwise by law.

8.05.030 - Authority.

This chapter is adopted pursuant to the City Council’s police power as set forth under Article XI, section 7 of the California Constitution.

8.05.040 - Exemptions.

This chapter shall not apply to noise or sound made by an official law enforcement dog while on duty.

8.05.050 - Definitions.

As used in this chapter, the following terms shall have the following meanings:

A. Complaining party. Person or persons who contact the Animal Control Division to report a noisy animal or animals.

B. Senior Animal Control Officer or their designee. The Senior Animal Control Officer or their designee of the Animal Control Division of the City of Perris or their duly authorized representative.

C. Noisy animal. Any animal or animals maintained on the same premises or location whose excessive, unrelenting or habitual barking, howling, crying or other noises or sounds annoy or become offensive to a resident or residents in the vicinity thereby disturbing the peace of the neighborhood or causing excessive discomfort to any reasonable person of normal sensitivity hearing such sounds.

D. Responsible party. A responsible party includes any of the following:

1. The person or persons who own the property where the noisy animal is located;
2. The person or persons in charge of the premises where the noisy animal is located;

3. The person or persons occupying the premises where the noisy animal is located;

4. The owner of the noisy animal.

If any of these persons are minors, the parent or parents or a guardian of such minor shall be the responsible party.

8.05.060 - General prohibition—Declaration of noisy animal as a public nuisance.

A. It is unlawful and a public nuisance for any person to allow on their property, own, keep, permit, harbor or have in their care, custody or control a noisy animal.

B. It is unlawful for the responsible party, after being informed in writing that his or her animal has been declared a noisy animal and that the maintenance of a noisy animal is a public nuisance, to fail, refuse, or neglect to take whatever steps or use whatever means are necessary to assure that such noisy animal does not again disturb residents in the vicinity in which the noisy animal is kept.

8.05.070 – Disturbing the peace.

It is unlawful and declared a nuisance for any person to keep, maintain or permit on any lot, parcel of land or premises under his control, any animal which may by any sound or cry disturb the peace and comfort of the inhabitants of the neighborhood or interfere with the reasonable and comfortable enjoyment of life and property; provided, however, that nothing contained in this chapter shall be construed to apply to reasonable noises emanating from legally operated veterinary hospitals, humane societies, animal shelters, farm or agricultural facilities within areas where the keeping of animals or fowls are permitted.

8.05.080 - Noisy animal warning notice.

A. When an Animal Control Officer is notified of a possible noisy animal and has personally confirmed the existence of a noisy animal, or has received a written
complaint under penalty of perjury of such noisy animal signed by a complaining party, the Animal Control Officer shall issue a noisy animal warning notice ("warning notice") to the responsible party. Such warning notice shall specify that the continued barking, howling or other noise or sounds of such animal is in violation of this chapter and that the noisy animal nuisance must be abated immediately to avoid further action by the City. The warning notice shall be personally served or served by mail upon the responsible party. If service by mail or personal service cannot be safely made or reasonable attempts at personal service have failed, the warning notice shall also be posted at the premises upon which the animal is located. A copy of the warning notice shall be filed with the Animal Control Division. The Senior Animal Control Officer or their designee shall within five days of issuance of the warning notice, make a reasonable attempt to speak personally or by telephone with the responsible party concerning the matter, including what efforts have been made to abate the nuisance.

B. If within five (5) days of the issuance of the warning notice the Senior Animal Control Officer or their designee determines that the barking, howling or other sound or cry was provoked or that such barking, howling or other sound or cry was not excessive, unrelenting or habitual, the Senior Animal Control Officer or their designee shall cause the warning notice to be voided and the responsible party to whom it was issued to be so notified. In the event a warning notice has been voided, such warning notice shall not be considered as having been issued for the purposes of Sections 8.05.090, 8.05.140, or 8.05.160 of this chapter.

8.05.090 - Declaration of complaint of noisy animal and petition for administrative hearing.

A. When the Senior Animal Control Officer or their designee receives a subsequent verbal or written complaint concerning a noisy animal at the same location within twelve (12) months after the issuance of a warning notice, the Senior Animal Control Officer or their designee shall determine whether there is a violation of this chapter. If there is a violation of this chapter, a declaration of complaint of noisy animal and petition for administrative hearing ("declaration of complaint and petition") shall be issued by the Senior Animal Control Officer or their designee to the complaining party. The complaining party shall be informed that further action may not be warranted if the responsible party is in compliance with subsection B. of Section 8.05.060 of this chapter, but in any case, no further action can be taken until the completed declaration of complaint and petition is received by the Senior Animal Control Officer or their designee.
B. The declaration of complaint and petition shall be completed under penalty of perjury by the complaining party and returned within ten (10) days to the Senior Animal Control Officer or their designee.

C. The Senior Animal Control Officer or their designee, upon receipt of a timely executed declaration of complaint and petition, shall set the case for hearing before an Administrative Hearing Officer. The hearing shall be set at least ten (10) days from the date the declaration of complaint and petition is received and no more than thirty (30) days after the date the declaration of complaint and petition is received. The Senior Animal Control Officer or their designee shall notify the complaining party and responsible party of the date, time, and place for the hearing. The notice of hearing shall advise the complaining party and responsible party that they may present evidence at the hearing through witnesses and documents. The notice of hearing shall be accompanied by a copy of the completed declaration of complaint and petition. The notice of hearing shall be personally served or served by mail on all parties. If the notice of hearing cannot be mailed or safely served by personal service or reasonable attempts at personal service have failed, then it may be posted upon the premises where the animal is kept.

8.05.100 - Administrative Hearing Officer.

A determination on whether an animal is violating this chapter shall be made by an Administrative Hearing Officer. The Administrative Hearing Officer shall have the power to hear testimony from witnesses, including complainants, peace officers, Animal Control Officers, or other witnesses or parties including the responsible party, to determine whether the maintenance of the animal is a public nuisance, and to order the abatement of such nuisance by taking such actions as set forth in this chapter.

8.05.110 - Administrative abatement hearing regarding noisy animal.

The hearing before the Administrative Hearing Officer shall be open to the public. The Administrative Hearing Officer may admit all relevant evidence, including incident reports and affidavits of witnesses. The Administrative Hearing Officer may decide all issues even if the responsible party for the animal fails to appear at the hearing. If the complaining party fails to appear at the hearing and the investigating Animal Control Officer does not have personal knowledge of the noisy animal, the complaint shall be dismissed. The Administrative Hearing Officer may find, upon a preponderance of the evidence, that the animal is a noisy animal and the maintenance of such noisy animal is a public nuisance. Upon the conclusion
of the hearing, the Administrative Hearing Officer may orally announce the
decision as to whether the animal is a noisy animal.

8.05.120 - Determination and order.

Within three (3) business days after the conclusion of the hearing, the
Administrative Hearing Officer shall, by certified mail, return receipt requested
and, by posting upon the premises where the animal is kept, notify the responsible
party of the Administrative Hearing Officer’s determination and any orders issued.
The order shall be called an administrative abatement order. If the Administrative
Hearing Officer determines that the animal is a noisy animal and the maintenance
thereof is a public nuisance, the responsible party shall comply with the
Administrative Hearing Officer’s order within five (5) days after the date of mailing
and posting of the determination and order. The decision of the Administrative
Hearing Officer shall be final.

8.05.130 - Administrative abatement measures.

The Administrative Hearing Officer may, as part of his or her determination that
the animal is a noisy animal and a public nuisance, direct the responsible party to
perform one or more of the following actions:

A. Containment of the noisy animal within an enclosed building on the
   premises of the responsible party;

B. Require that the noisy animal wear a noise suppression device obtained at
   the expense of the responsible party to reduce or eliminate the noise creating the
   nuisance;

C. Require that the noisy animal undertake obedience training designed to
   abate the nuisance problem when appropriate and under the conditions imposed by
   the Administrative Hearing Officer and at the expense of the responsible party;

D. Restrict the time of day, days of the week, and duration when the animal
   may be placed out-of-doors on the premises of the responsible party;

E. Require the noisy animal be debarked at the expense of the responsible
   party;

F. Require the responsible party to permanently remove the noisy animal from
   said property;
G. Any other reasonable means to accomplish the abatement of the nuisance.

8.05.140 - Failure to comply with administrative order.

It is unlawful for any responsible party to fail, neglect, or refuse to comply with an administrative abatement order of the Administrative Hearing Officer within the time specified in said order. Should any party subject to the administrative abatement order fail to comply with the order, in whole or in any part thereof, that party or those parties may be subject to administrative remedies to enforce the administrative abatement order as set forth in this chapter, including administrative citations and penalties, and any other lawful means necessary to gain compliance, including a civil action.

8.05.150 - Civil action.

In the event that any person shall fail, neglect, or refuse to comply with an administrative abatement order of the Administrative Hearing Officer within the time specified in said order and the public nuisance continues to exist, a civil action may be commenced to obtain the abatement of the noisy animal public nuisance.

8.05.160 - Administrative citations and penalties.

In addition to the remedies and penalties contained in this chapter, and in accordance with Government Code section 53069.4, an administrative citation may be issued for failure to comply with an administrative abatement order of the Administrative Hearing Officer. The following procedures shall govern the imposition, enforcement, collection, and administrative review of administrative citations and penalties.

A. Administrative Hearing Officer's order. If the public nuisance is not corrected within the period stated in the administrative abatement order, an administrative citation may be issued by a City Animal Control Officer.

B. Content of citation. The administrative citation shall be issued on a form approved by City Attorney and shall contain the following information:

1. Date, location and approximate time that the violation was observed;

2. The ordinance violated and a brief description of the violation;
3. The amount of the administrative penalty imposed for the violation;

4. Instructions for payment of the penalty, the time period by which it shall be paid, and the consequences of failure to pay the penalty within this time period;

5. Instructions on how to appeal the citation;

6. The signature of the Animal Control Officer.

The failure of the citation to set forth all required contents shall not affect the validity of the proceedings.

C. Service of citation.

1. If the responsible party who has violated the ordinance is present at the scene of the violation, the Animal Control Officer shall attempt to obtain the responsible party’s signature on the administrative citation and shall deliver a copy of the administrative citation to the responsible party.

2. If no one can be located at the property where the noisy animal is located, then the administrative citation shall be posted in a conspicuous place on or near the property and a copy mailed, by certified mail and return receipt requested, to the responsible party or other person who has violated the ordinance. The citation shall be mailed to the property address and/or the address listed for the property owner on the last City equalized assessment roll. The citation shall also be mailed to any additional address for the responsible party in Animal Control Division records.

3. The failure of any interested person to receive the citation shall not affect the validity of the proceedings.

D. Administrative penalties.

1. The penalties assessed for each violation of the administrative abatement order issued by the Administrative Hearing Officer shall not exceed the amounts set forth by the City of Perris for a first violation, a second violation of the same administrative abatement order within one (1) year, or for each additional violation of the administrative abatement order within one (1) year.

2. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified above.

3. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.
4. The penalties assessed shall be payable to the City of Perris.

E. Administrative Appeal of Administrative Citation.

1. Notice of Appeal. The recipient of an administrative citation may appeal the citation by filing a written notice of appeal with the Division. The written notice of appeal must be filed within ten (10) days of the service of the administrative citation as set forth in subsection C above. Failure to file a written notice of appeal within this time period shall constitute a waiver of the right to appeal the administrative citation. The notice of appeal shall be submitted on City forms and shall contain the following information:

a. A brief statement setting forth the appellant’s interest in the proceedings;

b. A brief statement of the material facts which the appellant claims supports his or her contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted;

c. An address at which the appellant agrees notice of any additional proceeding or an order relating to the administrative penalty may be received by mail;

d. The notice of appeal must be signed by the appellant.

2. Administrative Hearing. Upon a timely written request by the recipient of an administrative citation, an administrative hearing shall be held as follows:

a. Notice of Hearing. Notice of the administrative hearing regarding the administrative citation shall be given at least ten (10) days before the hearing to the person requesting the hearing. The notice may be personally delivered to the person requesting the hearing or may be mailed to the address listed in the notice of appeal.

b. Hearing Officer. The administrative hearing regarding the administrative citation shall be held before the City’s designated Hearing Officer. The Hearing Officer shall not be the investigating Animal Control Officer who issued the administrative citation or his or her immediate supervisor. The City may, at its sole discretion, contract with a qualified provider to conduct the administrative hearings or to process administrative citations.

c. Conduct of the Hearing. The investigating Animal Control Officer who issued the administrative citation shall not be required to participate in the administrative hearing regarding the citation. The contents of the investigating Animal Control Officer’s file shall be admitted as prima facie evidence of the facts stated therein. The Hearing Officer shall not be limited by the technical rules of
evidence. If the person requesting the appeal of the administrative citation fails to appear at the administrative hearing, the Hearing Officer shall make his or her determination based on the information contained in the notice of appeal.

d. Hearing Officer’s Decision. The Hearing Officer’s decision regarding the administrative citation following the administrative hearing may be personally delivered to the person requesting the hearing or sent by mail. The Hearing Officer may allow payment of the administrative penalty in installments, if the person provides evidence satisfactory to the Hearing Officer of an inability to pay the penalty in full at one time. The Hearing Officer’s decision shall contain instructions for obtaining review of the decision by the superior court.

F. Review of Administrative Hearing Officer’s Decision. If the recipient of an administrative citation disagrees with the Administrative Hearing Officer’s decision upholding the issuance of the administrative citation and/or administrative penalty amount assessed, the recipient may appeal the issuance of the administrative citation to the City Manager as set forth in this section.

1. Notice of Appeal. Within twenty (20) days of the delivery and mailing of the Hearing Officer’s decision regarding the administrative citation, the recipient of the administrative citation may contest that decision by filing an appeal to be heard by the City Manager or his or her designee. The fee for filing the notice of appeal shall be as set forth by the City per their fee resolution. The failure to file the written appeal and to pay the filing fee within this twenty (20) day period shall constitute a waiver of the right to an appeal and the decision shall be deemed final. A copy of the notice of appeal shall be forwarded to the Animal Control Division upon receipt by the City Manager’s office.

2. The City Manager or his or her designee shall notify the appealing party of the date, time and location of the review hearing. At the hearing, the appealing party shall be allowed to present only those facts, witnesses or evidence that were originally presented during the initial hearing.

3. The City Manager or designee shall consider all of the facts, evidence and witness testimony and shall render a decision in writing to the appealing party within thirty (30) days from the review hearing. The decision of the City Manager or designee shall be final.

8.05.170 - Not exclusive remedy.
The provisions of this chapter are to be construed as an added remedy of abatement of the nuisance hereby declared and not in conflict with or derogation of any other actions or proceedings or remedies otherwise provided by law.”

Section 3. Effective Date. This Ordinance shall take effect thirty (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, shall make a minute of the passage and adoption thereof in the records of and the proceedings of the City Council at which the same is passed and adopted, and shall cause a summary of this Ordinance to be published in accordance with Government Code section 36933 in a newspaper of general circulation which is hereby designated for that purpose.

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
MEETING DATE: May 14, 2019

SUBJECT: Adopt a Resolution (next in order) to Amend the existing Animal Control Fee Schedule Associated with Animal Control Ordinance No. 1380.

REQUESTED ACTION: ADOPT the Resolution No. (Next in order) to update the Fee Schedule for Animal Control Services, effective August 1, 2019.

CONTACT: Daryl Hartwill, Public Works

BACKGROUND/DISCUSSION:

On May 14, 2019, the City Council approved to Adopt the Ordinance Number 1380. The proposed revisions provide specific direction to staff and will improve the quality of services, effectiveness, efficiency and transparency to the public. The proposed changes to Title 8, Chapter 8.01 to 8.05 include updating outdated terms; adding Penal Code §597.1, mandatory spay/neuter and microchipping, administrative process to determine potentially dangerous animals; administrative hearing pertaining to noisy animals. Upon adoption, the Ordinance will become effective thirty days thereafter, June 13, 2019.

Staff is recommending that the City Council Adopt a Resolution No. (Next in order) to update the fee schedule for Animal Control Services. The proposed updates will bring the City to date with existing Riverside County fees. The updated fee schedule was reviewed at the Public Works sub-committee meeting held on February 28, 2019.

BUDGET (or FISCAL) IMPACT: There is no budgetary impact.

Prepared by:

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments: Resolution

Consent: X
Public Hearing:
Business Item:
Presentation:
Other:
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AMENDING FEES FOR SERVICES PROVIDED BY THE CITY’S PUBLIC WORKS DEPARTMENT, ANIMAL CONTROL DIVISION PURSUANT TO PROVISIONS OF ORDINANCE NUMBER 1380 AND FEES ASSOCIATED WITH VIOLATIONS OF SAID ORDINANCE

WHEREAS, the City Council adopted Ordinance Number 1380 on the 14th day of May, 2019, providing for regulation of fees for Animal Control services; and

WHEREAS, Ordinance Number 1380 provides for establishing fees for services by Animal Control and fees for violation of Ordinance Number 1380.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Perris, California, does hereby adopt Resolution Number (next in order), setting for revised schedule of fees for Animal Control services and violations of Ordinance 1380; and

BE IT FURTHER RESOLVED that the City Council of Perris, California, does hereby adopt the amended fees for services and fees for violations provided as set forth in the attached Exhibit A, effective the 1st day of July 2019

RESOLUTION NUMBER XXXX

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

Mayor, Michael Vargas

ATTEST:

__________________________
City Clerk, Nancy Salazar

Page 1
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 14th day of May, 2019, and that it was so adopted by the following called vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:  

City Clerk, Nancy Salazar
### EXHIBIT “A”

*(RESOLUTION NUMBER XXXX)*

<table>
<thead>
<tr>
<th><strong>Dog Licenses</strong></th>
<th><strong>Fees</strong></th>
<th><strong>Cat License Optional</strong></th>
<th><strong>Fee</strong></th>
</tr>
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<tbody>
<tr>
<td>Unaltered (not spayed or neutered)</td>
<td>$55</td>
<td>One-time fee</td>
<td>$20</td>
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<tr>
<td>Year 2</td>
<td>$110</td>
<td>Replacement Tag</td>
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<td>Year 3</td>
<td>$165</td>
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<tr>
<td>Altered</td>
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<tr>
<td>Year 2</td>
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<tr>
<td>Year 3</td>
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<td>Altered (belonging to senior 60+yrs)</td>
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<td>Year 3</td>
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<td>Late Fee (if paid after 30 days of expiration)</td>
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<td>Replacement Tag</td>
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<tr>
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<td>2nd Impound</td>
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<td>3rd Impound</td>
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<td>Livestock- large</td>
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<td>Return to Owner</td>
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<td>Owner Turn In Alive</td>
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<td>OTI- Dog Bite Related</td>
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<tr>
<th><strong>Euthanasia Request</strong></th>
<th><strong>Fee</strong></th>
<th><strong>Deceased Animal Disposal</strong></th>
<th><strong>Fee</strong></th>
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<tr>
<td>Our policy is NOT to perform euthanasia in front of owner</td>
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<td></td>
</tr>
<tr>
<td>Small/Medium (0-50lbs)</td>
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<td>Small/Medium (0-50lbs)</td>
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<tr>
<td>Large (51lbs+)</td>
<td>$65</td>
<td>Medium/Large (51lbs+)</td>
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<td>Litter (under 6wks/not adoptable)</td>
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<td>Badly decomposed</td>
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<tr>
<td>2+ or more ACOs</td>
<td>$30</td>
<td>2+ in addition to reg. fee</td>
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<tr>
<th><strong>Livestock</strong></th>
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<tr>
<td>Trailering</td>
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<tr>
<td>Impound Small</td>
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<tr>
<td>Impound Large</td>
<td>$60</td>
</tr>
<tr>
<td>2 or more ACO</td>
<td>$30+ reg. fee</td>
</tr>
</tbody>
</table>

**Special Handling Fee** *(Includes regular fee for service plus special handling fee)*

| **Calls that require additional ACO** | **Transportation to veterinarian** | $30 |
| Calls that require extended amt. of time | **Extraordinary Circumstances** | $30 |

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CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2019

SUBJECT: Second Reading of Ordinance No. 1383 amending Chapter 19.85 of the Municipal Code in its entirety to update and revise regulations for Wireless Telecommunication Facilities on public and private properties in the City of Perris. Applicant: City of Perris

REQUESTED ACTION: ADOPT Ordinance No. 1383 to amend Chapter 19.85 in its entirety based upon the findings and information contained in this submittal.

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

BACKGROUND/DISCUSSION:

On April 9, 2019, the City Council unanimously voted to approve Urgency Ordinance No. 1382 to amend, in its entirety, Chapter 19.85 of Title 19 of the Municipal Code to update and revise the City’s regulations pertaining to wireless telecommunications facilities in the city and to approve Resolution No. 5479 to create design standards and procedures for Small Wireless Facilities to construct, install, attach, operate, collocate, modify, reconstruct, relocate or otherwise deploy small wireless facilities within the City’s jurisdictional and territorial boundaries within the public rights-of-way (PROW).

At the April 9, 2019 meeting, the City Council also introduced the first reading of Ordinance Number 1383, which mirrors Urgency Ordinance No. 1382 to amend, in its entirety, Chapter 19.85 of Title 19 of the Municipal Code to update and revise the City’s regulations pertaining to wireless telecommunications facilities in the city and corresponding design standards and procedures for small wireless facilities (“SWF”). Upon adoption of the second reading, the Ordinance Amendment will be integrated into the Zoning Code thirty days thereafter (June 14, 2019).

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item is covered in the current budget.

Prepared by Mary Blais, Contract Planner

REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney  
Assistant City Manager  
Finance Director

Attachments 1. Ordinance No. 1383  
2. CC Submittal Report from April 9, 2019

Consent: May 14, 2019
ORDINANCE 1383

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING CHAPTER 19.85 OF THE MUNICIPAL CODE IN ITS ENTIRETY TO UPDATE AND REVISE REGULATIONS FOR WIRELESS TELECOMMUNICATION FACILITIES ON PUBLIC AND PRIVATE PROPERTY WITHIN THE CITY OF PERRIS

WHEREAS, the City Council may make and enforce within its limits all local, police, sanitary and other ordinances and regulations not in conflict with general laws; and

WHEREAS, significant changes in Federal and State law that affect local authority over wireless communications facilities ("WCFs") have occurred, including but not limited to the following:

i. On November 18, 2009, the Federal Communications Commission ("FCC") adopted a declaratory ruling (the "2009 Shot Clock"), which established presumptively reasonable timeframes for State and local governments to act on applications for WCFs.

ii. On February 22, 2012, Congress adopted Section 6409(a) of the Middle Class Tax Relief and Job Creation Act ("Section 6409(a)"), which mandated that State and local governments approve certain modifications and collocations to existing WCFs, known as eligible facilities requests.

iii. On October 17, 2014, the FCC adopted a report and order that, among other things, implemented new limitations on how State and local governments review applications covered by Section 6409(a), established an automatic approval for such applications when the local reviewing authority fails to act within 60 days, and also further restricted generally applicable procedural rules under the 2009 Shot Clock.

iv. On October 9, 2015, California adopted Assembly Bill No. 57 (Quirk), which deemed approved any WCF applications when the local reviewing authority fails to act within the 2009 Shot Clock timeframes.

v. On August 2, 2018, the FCC adopted a declaratory ruling that formally prohibited express and de facto moratoria for all telecommunications services and facilities under 47 U.S.C. § 253(a).

vi. On September 26, 2018, the FCC adopted a declaratory ruling and report and order that, among other things, creates a new regulatory classification for small wireless facilities ("SWFs"), requires State and local governments to process applications for small wireless facilities within 60 days or 90 days, establishes a national standard for an effective prohibition and provides that a failure to act within the applicable timeframe presumptively constitutes an effective prohibition; and

ATTACHMENT 1
WHEREAS, in addition to the changes described above, new Federal laws and regulations that drastically alter local authority over WCFs are currently pending, including without limitation, the following:

i. On March 30, 2017, the FCC issued a Notice of Proposed Rulemaking (WT Docket No. 17-79, WC Docket No. 17-84) and has acted on some of the noticed issues referenced above, but may adopt forthcoming rulings and/or orders that further limit local authority over wireless facilities deployment.

ii. On June 28, 2018, United States Senator John Thune introduced and referred to the Senate Committee on Commerce, Science and Transportation the "STREAMLINE Small Cell Deployment Act" (S. 3157) that, among other things, would apply specifically to small cell WCFs and require local governments to review applications based on objective standards, shorten the 2009 Shot Clock timeframes, require all proceedings to occur within the 2009 Shot Clock timeframes, and provide a "deemed granted" remedy for failure to act within the applicable 2009 Shot Clock; and

WHEREAS, given the rapid and significant changes in Federal and State law, the actual and effective prohibition on moratoria to amend local policies in response to such changes and the significant adverse consequences for noncompliance with Federal and State law, the City Council desires to amend Chapter 19.85 of the Perris Municipal Code, entitled "Chapter 19.85 - WIRELESS TELECOMMUNICATIONS FACILITIES" in its entirety to allow greater flexibility and responsiveness to the new Federal and State laws while still preserving the City's traditional authority to the maximum extent practicable; and

WHEREAS, on March 20, 2019, the Planning Commission held a duly noticed public hearing on Ordinance Amendment No. 19-05041, which is attached hereto as Exhibit A, (hereafter, this Ordinance and Ordinance Amendment No. 19-05041 shall collectively be referenced as "Ordinance"), reviewed and considered the staff report, other written reports, public testimony and other information contained in the record and, at the conclusion of the public hearing, recommended that the City Council adopt the Ordinance; and

WHEREAS, on April 9, 2019, the City Council held a duly noticed public hearing on this Ordinance, reviewed and considered the staff report, other written reports, public testimony and other information contained in the record.

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

Section 1. The facts set forth in the recitals in this Ordinance are true and correct and incorporated by reference. The recitals constitute findings in this matter and, together with the staff report, other written reports, public testimony and other information contained in the record, are an adequate and appropriate evidentiary basis for the actions taken in this Ordinance.
Section 2. This Ordinance is consistent with the City's General Plan, Perris Municipal Code, Perris Zoning Code and applicable Federal and State law.

Section 3. This Ordinance will not be detrimental to the public interest, health, safety, convenience or welfare.

Section 4. This Ordinance is categorically exempt pursuant to Sections 15060(c)(2) and 15061(b)(3) of CEQA, as the proposal is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly.

Section 5. This Ordinance is hereby adopted by the amendment of Chapter 19.85, "WIRELESS TELECOMMUNICATIONS FACILITIES," in Title 19 of the Perris Municipal Code, in its entirety, to read in its entirety as shown in Exhibit A attached hereto and incorporated herein by this reference.

Section 6. If the provisions in this Ordinance conflict in whole or in part with any other City regulation or ordinance adopted prior to the effective date of this section, the provisions in this Ordinance will control.

Section 7. 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 8. This Ordinance shall take effect 30 days after its adoption.

Section 9. The City Clerk shall certify as to the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris.

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

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 1383 was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the 14th day of May, 2019, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

Nancy Salazar, City Clerk
Chapter 19.85 - WIRELESS TELECOMMUNICATIONS FACILITIES

19.85.010 - PURPOSE.

The purpose and intent of this chapter is to provide a uniform and comprehensive set of regulations and standards for the permitting, development, siting, installation, design, operation and maintenance of wireless telecommunications facilities in the city. These regulations are intended to prescribe clear and reasonable criteria to assess and process applications in a consistent and expeditious manner, while reducing the impacts associated with wireless telecommunications facilities. This chapter provides standards necessary (1) for the preservation of the public right-of-way (“PROW”) in the city for the maximum benefit and use of the public, (2) to promote and protect public health and safety, community welfare, visual resources and the aesthetic quality of the city consistent with the goals, objectives and policies of the general plan, and (3) to provide for the orderly, managed and efficient development of wireless telecommunications facilities in accordance with the state and federal laws, rules and regulations, including those regulations of the Federal Communications Commission (“FCC”) and California Public Utilities Commission (“CPUC”), and (4) to ensure that the use and enjoyment of the PROW is not inconvenienced by the use of the PROW for the placement of wireless facilities. The city recognizes the importance of wireless facilities to provide high-quality communications service to the residents and businesses within the city, and the city also recognizes its obligation to comply with applicable Federal and State laws. This chapter shall be constructed and applied in consistency with the provisions of state and federal laws, and the rules and regulations of FCC and CPUC. In the event of any inconsistency between any such laws, rules and regulations and this chapter, the laws, rules and regulations shall control.

19.85.020 - DEFINITIONS.

“Accessory equipment” means any and all on-site equipment, including, without limitation, back-up generators and power supply units, cabinets, coaxial and fiber optic cables, connections, equipment buildings, shelters, radio transceivers, transmitters, pedestals, splice boxes, fencing and shielding, surface location markers, meters, regular power supply units, fans, air conditioning units, cables and wiring, to which an antenna is attached in order to facilitate the provision of wireless telecommunication services.

“Antenna” means that specific device for transmitting and/or receiving radio frequency or other signals for purposes of wireless telecommunications services. “Antenna” is specific to the antenna portion of a wireless telecommunications facility.

“Antenna array” shall mean two or more antennas having active elements extending in one or more directions, and directional antennas mounted upon and rotated through a vertical mast or tower interconnecting the beam and antenna support, all of which elements are deemed to be part of the antenna.

“Base station” shall have the meaning as set forth in Title 47 Code of Federal Regulations (C.F.R.) Section 1.40001(b)(1), or any successor provision. This means a structure or equipment at a fixed location that enables FCC-licensed or authorized wireless communications between user equipment and a communications network (regardless of the technological configuration, and encompassing
DAS and small cells). “Base station” does not encompass a tower or any equipment associated with a tower. Base station includes, without limitation:

1. Equipment associated with wireless communications services such as private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

2. Radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration (including Distributed Antenna Systems and small cells).

3. Any structure other than a tower that, at the time the relevant application is filed with the city under this chapter, supports or houses equipment described in paragraphs 1 and 2 of this definition that has been reviewed and approved under the applicable zoning or siting process, or under another state or local regulatory review process, even if the structure was not built for the sole or primary purpose of providing that support.

4. “Base station” does not include any structure that, at the time the relevant application is filed under this chapter, does not support or house equipment described in paragraphs 1 and 2 of this definition. Other structures that do not host wireless telecommunications facilities are not “base stations.”

As an illustration and not a limitation, the FCC’s definition of “base station” refers to any structure that actually supports wireless equipment even though it was not originally intended for that purpose. Examples include, but are not limited to, wireless facilities mounted on buildings, utility poles, light standards or traffic signals. A structure without wireless equipment replaced with a new structure designed to bear the additional weight from wireless equipment constitutes a base station.

“Cellular” means an analog or digital wireless telecommunications technology that is based on a system of interconnected neighboring cell sites.

“City” means the City of Perris.


“Collocation” bears the following meanings:

1. For the purposes of any eligible facilities request, the same as defined by the FCC in 47 C.F.R. § 1.40001(b)(2), as may be amended, which defines that term as “[t]he mounting or installation of transmission equipment on an eligible support structure for the purpose of transmitting and/or receiving radio frequency signals for communications purposes.” As an illustration and not a limitation, the FCC’s definition means to add transmission equipment to an existing facility and does not necessarily refer to two or more different facility operators in the same location; and
2. For all other purposes, the same as defined in 47 CFR 1.6002(g)(1) and (2), as may be amended, which defines that term as (1) Mounting or installing an antenna facility on a pre-existing structure, and/or (2) Modifying a structure for the purpose of mounting or installing an antenna facility on that structure.

"Collocation facility" means the eligible support structure on, or immediately adjacent to, which a collocation is proposed, or a wireless telecommunications facility that includes collocation facilities. (See, Gov. Code, § 65850.6(d).)

"COW" means a "cell on wheels," which is a portable, self-contained wireless telecommunications facility that can be moved to a location and set up to provide wireless telecommunication services, which facility is temporarily rolled in, or temporarily installed, at a location. Under this chapter, the maximum time a facility can be installed to be considered a COW is five (5) days. A COW is normally vehicle-mounted and contains a telescoping boom as the antenna support structure.

"Distributed antenna system" or "DAS" means a network of spatially separated antennas (nodes) connected to a common source (a hub) via a transport medium (often fiber optics) that provide wireless telecommunications service within a specific geographic area or building. DAS includes the transport medium, the hub, and any other equipment to which the DAS network or its antennas or nodes are connected to provide wireless telecommunication services.

"Eligible facilities request" means any request for modification to an existing eligible support structure that does not substantially change the physical dimensions of such structure, involving:

1. Collocation of new transmission equipment;
2. Removal of transmission equipment;
3. Replacement of transmission equipment (replacement does not include completely replacing the underlying support structure); or
4. Hardening through structural enhancement where such hardening is necessary to accomplish the eligible facilities request, but does not include replacement of the underlying support structure.

"Eligible facilities request" does not include modifications or replacements when an eligible support structure was constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. "Eligible facilities request" does include collocation facilities satisfying all the requirements for a non-discretionary collocation facility pursuant to Government Code Section 65850.6.

"Eligible support structure" means any support structure that is existing at the time the relevant application is filed with the city under this chapter.

"Existing" means a support structure, wireless telecommunications facility, or accessory equipment that has been reviewed and approved under the city’s applicable zoning or siting process, or under another applicable state or local regulatory review process, and lawfully constructed prior to the time the relevant application is filed under this chapter. However, a support structure, wireless
telecommunications facility, or accessory equipment that has not been reviewed and approved because it was not in a zoned area when it was built, but was lawfully constructed, is “existing” for purposes of this chapter. “Existing” does not apply to any structure that (1) was illegally constructed without all proper local agency approvals, or (2) was constructed in noncompliance with such approvals. “Existing” does not apply where an existing support structure is proposed to be replaced in furtherance of the proposed wireless telecommunications facility.

“Facility(ies)” means wireless telecommunications facility(ies).

“FCC” means the Federal Communications Commission.

“Ground-mounted” means mounted to a pole, tower or other freestanding structure which is specifically constructed for the purpose of supporting an antenna or wireless telecommunications facility and placed directly on the ground at grade level.

“Lattice tower” means an open framework structure used to support one or more antennas, typically with three or four support legs.

“Located within (or in) the public right-of-way” includes any facility which in whole or in part, itself or as part of another structure, rests upon, in, over or under the PROW.

“Modification” means a change to an existing wireless telecommunications facility that involves any of the following: collocation, expansion, alteration, enlargement, intensification, reduction, or augmentation, including, but not limited to, changes in size, shape, color, visual design, or exterior material. “Modification” does not include repair, replacement or maintenance if those actions do not involve whatsoever any expansion, alteration, enlargement, intensification, reduction, or augmentation of an existing wireless telecommunications facility.

“Monopole” means a structure composed of a pole or tower used to support antennas or related equipment. A monopole also includes a monopine, monopalm and similar monopoles camouflaged to resemble faux trees or other faux objects attached on a monopole (e.g. water tower).

“Mounted” means attached or supported.

“OTARD antennas” means antennas covered by the “over-the-air reception devices” rule in 47 C.F.R. sections 1.4000 et seq. as may be amended or replaced from time to time.

“Permittee” means any person or entity granted a WTFP pursuant to this chapter.

“Personal wireless services” shall have the same meaning as set forth in 47 United States Code Section 332(c)(7)(C)(i).

“Planning director” means the director of planning, or his or her designee.

“Pole” means a single shaft of wood, steel, concrete or other material capable of supporting the equipment mounted thereon in a safe and adequate manner and as required by provisions of this code.
“Public works director” means the director of public works, or his or her designee.

“Public right-of-way” or “PROW” means a strip of land acquired by reservation, dedication, prescription, condemnation, or easement that allows for the passage of people and goods. The PROW includes, but is not necessarily limited to, streets, curbs, gutters, sidewalks, roadway medians, and parking strips. The PROW does not include lands owned, controlled or operated by the city for uses unrelated to streets or the passage of people and goods, such as, without limitation, parks, city hall and community center lands, city yards, and lands supporting reservoirs, water towers, police or fire facilities and non-publicly accessible utilities.

“Replacement” refers only to replacement of transmission equipment, wireless telecommunications facilities or eligible support structures where the replacement structure will be of like-for-like kind to resemble the appearance and dimensions of the structure or equipment replaced, including size, height, color, landscaping, materials and style.

1. In the context of determining whether an application qualifies as an eligible facilities request, the term “replacement” relates only to the replacement of transmission equipment and does not include replacing the support structure on which the equipment is located.

2. In the context of determining whether a SWF application qualifies as being placed upon a new eligible support structure or qualifies as a collocation, an application proposing the “replacement” of the underlying support structure qualifies as a new pole proposal.

“RF” means radio frequency.

“Small cell” means a low-powered antenna (node) that has a range of 10 meters to two kilometers. The nodes of a “small cell” may or may not be connected by fiber. “Small,” for purposes of “small cell,” refers to the area covered, not the size of the facility. “Small cell” includes, but is not limited to, devices generally known as microcells, picocells and femtocells.

“Small cell network” means a network of small cells.

“Spectrum Act” means Section 6409(a) of the Middle Class Tax Relief Act and Job Creation Act of 2012, 47 U.S.C. §1455(a).

“Substantial change” has the same meaning as “substantial change” as defined by the FCC at 47 C.F.R. 1.40001(b)(7). Notwithstanding the definition above, if an existing pole-mounted cabinet is proposed to be replaced with an underground cabinet at a facility where there are no pre-existing ground cabinets associated with the structure, such modification may be deemed a non-substantial change, in the discretion of the planning director and based upon his/her reasonable consideration of the cabinet’s proximity to residential view sheds, interference to public views and/or degradation of concealment elements. If undergrounding the cabinet is technologically infeasible such that it is materially inhibitive to the project, the planning director may allow for a ground mounted cabinet. A modification or collocation results is a “substantial change” to the physical dimensions of an eligible support structure if it does any of the following:
1. It increases the height of the structure by more than 10% or more than ten feet, whichever is greater;

2. It involves adding an appurtenance to the body of the structure that would protrude from the edge of the structure by more than six feet;

3. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets. However, for towers and base stations located in the public rights-of-way, it involves installation of any new equipment cabinets on the ground if there are no pre-existing ground cabinets associated with the structure, or else involves installation of ground cabinets that are more than 10% larger in height or overall volume than any other ground cabinets associated with the structure;

4. It entails any excavation or deployment outside the current site. For purposes of this Subsection, excavation outside the current site occurs where excavation more than twelve feet from the eligible support structure is proposed;

5. It defeats the concealment or stealth elements of the eligible support structure; or

6. It does not comply with conditions associated with the siting approval of the construction or modification of the eligible support structure, provided however that this limitation does not apply to any modification that is non-compliant only in a manner that would not exceed the thresholds identified in paragraphs 1 through 4 of this definition.

7. For all proposed collocations and modifications, a substantial change occurs when:

   a. The proposed collocation or modification involves more than the standard number of new equipment cabinets for the technology involved, but not to exceed four equipment cabinets;

   b. The proposed collocation or modification would defeat the concealment elements of the support structure; or

   b. The proposed collocation or modification violates a prior condition of approval, provided however that the collocation need not comply with any prior condition of approval that is inconsistent with the thresholds for a substantial change described in this Section.

The thresholds and conditions for a "substantial change" described in this Section are disjunctive such that the violation of any individual threshold or condition results in a substantial change. The height and width thresholds for a substantial change described in this Section are cumulative for each individual support structure. The cumulative limit is measured from the physical dimensions of the original structure for base stations, and for all other facilities sites in the PROW from the smallest physical dimensions that existed on or after February 22, 2012, inclusive of originally approved-appurtenances and any modifications that were approved prior to that date.
“Support structure” means a tower, pole, base station or other structure used to support a wireless telecommunications facility.

“SWF” means a “small wireless facility” as defined by the FCC in 47 C.F.R. 1.6002(l) as may be amended, which are personal wireless services facilities that meet all the following conditions that, solely for convenience, have been set forth below:

1. The facilities:
   a. Is mounted on an existing or proposed structure 50 feet or less in height, including antennas, as defined in Title 47 C.F.R. Section 1.1320(d); or
   c. Is mounted on an existing or proposed structure no more than 10 percent taller than other adjacent structures, or
   d. Does not extend an existing structure on which it is located to a height of more than 50 feet or by more than 10 percent, whichever is greater;

2. Each antenna associated with the deployment, excluding associated antenna equipment (as defined in the definition of antenna in 47 C.F.R. Section 1.1320(d)), is no more than three cubic feet in volume;

3. All other wireless equipment associated with the structure, including the wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than 28 cubic feet in volume;

4. The facility does not require antenna structure registration under 47 C.F.R. Part 17;

5. The facility is not located on Tribal lands, as defined under Title 36 C.F.R. Section 800.16(x); and

6. The facility does not result in human exposure to radiofrequency radiation in excess of the applicable safety standards specified in Title 47 C.F.R. Section 1.1307(b).

“SWF Regulations” means those regulations adopted by resolution of the city council implementing the provisions of this chapter applicable to SWFs and further regulations and standards applicable to SWFs.

“Telecommunications tower” or “tower” bears the meaning ascribed to wireless towers by the FCC in 47 C.F.R. § 1.40001(b)(9), including without limitation a freestanding mast, pole, monopole, guyed tower, lattice tower, free standing tower or other structure designed and built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site. This definition does not include utility poles.
“Transmission equipment” means equipment that facilitates transmission for any FCC-licensed or authorized wireless communication service, including, but not limited to, radio transceivers, antennas, coaxial or fiber-optic cable, and regular and backup power supply. The term includes equipment associated with wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul.

“Utility pole” means any pole or tower owned by any utility company that is primarily used to support wires or cables necessary to the provision of electrical or other utility services regulated by the California Public Utilities Commission. A telecommunications tower is not a utility pole.

“Wireless telecommunications facility” means equipment and network components such as antennas, accessory equipment, support structures, and emergency power systems that are integral to providing wireless telecommunications services. Exceptions: The term “wireless telecommunications facility” does not apply to the following:

1. Government-owned and operated telecommunications facilities.
2. Emergency medical care provider-owned and operated telecommunications facilities.
3. Mobile services providing public information coverage of news events of a temporary nature.
4. Any wireless telecommunications facilities exempted from this code by federal law or state law.

“Wireless telecommunications services” means the provision of services using a wireless telecommunications facility or a collocation facility, and shall include, but not limited to, the following services: personal wireless services as defined in the federal Telecommunications Act of 1996 at 47 U.S.C. § 332(c)(7)(C) or its successor statute, cellular service, personal communication service, and/or data radio telecommunications.

“WTFP” means a “wireless telecommunications facility permit” required by this chapter, which may be categorized as either a Major WTFP or an Administrative WTFP.

19.85.030 - APPLICABILITY.

A. This chapter applies to the siting, construction or modification of any and all wireless telecommunications facilities proposed to be located in the City.

B. Pre-existing Facilities. Nothing in this chapter shall validate any existing illegal or unpermitted wireless facilities. All existing wireless facilities shall comply with and receive a wireless encroachment permit, when applicable, to be considered legal and conforming.

C. This chapter does not apply to the following:

1. Amateur radio facilities;
2. OTARD antennas;

3. Facilities owned and operated by the city for its use or for public safety purposes;

4. Any entity legally entitled to an exemption pursuant to state or federal law or governing franchise agreement, excepting that to the extent such the terms of state or federal law, or franchise agreement, are preemptive of the terms of this chapter, then the terms of this chapter shall be severable to the extent of such preemption and all remaining regulations shall remain in full force and effect.

5. Installation of a COW or a similar structure for a temporary period in connection with an emergency or event at the discretion of the planning director, but no longer than required for the emergency or event, provided that installation does not involve excavation, movement, or removal of existing facilities.

D. Public use. Except as otherwise provided by state or federal law, any use of the PROW authorized pursuant to this chapter will be subordinate to the city's use and use by the public.

19.85.040 - WIRELESS TELECOMMUNICATIONS FACILITY PERMIT REQUIREMENTS.

A. Administration. The planning director is responsible for administering this chapter. As part of the administration of this chapter, the planning director may:

1. Interpret the provisions of this chapter;

2. Develop and implement standards governing the placement and modification of wireless telecommunications facilities consistent with the requirements of this chapter, including regulations governing collocation and resolution of conflicting applications for placement of wireless facilities;

3. Develop and implement acceptable design, location and development standards for wireless telecommunications facilities in and outside the PROW, as applicable, taking into account the zoning districts and those zoning districts bounding the PROW;

4. Develop forms and procedures for submission of applications for placement or modification of wireless facilities, and proposed changes to any support structure consistent with this chapter;

5. Collect, as a condition of the completeness of any application, any fee established by this chapter;

6. Establish deadlines for submission of information related to an application, and extend or shorten deadlines where appropriate and consistent with federal laws and regulations;
7. Issue any notices of incompleteness, requests for information, or conduct or commission such studies as may be required to determine whether a permit should be issued;

8. Require, as part of, and as a condition of completeness of any application, that an applicant for a wireless encroachment permit send notice to members of the public that may be affected by the placement or modification of the wireless facility and proposed changes to any support structure;

9. Subject to appeal as provided herein, determine whether to approve, approve subject to conditions, or deny an application; and

10. Take such other steps as may be required to timely act upon applications for placement of wireless telecommunications facilities, including issuing written decisions and entering into agreements to mutually extend the time for action on an application.

B. Administrative Wireless Telecommunications Facilities Permits ("Administrative WTFP").

1. An Administrative WTFP, subject to the planning director’s approval, may be issued for wireless telecommunications facilities, collocations, modifications or replacements to an eligible support structure that meet the following criteria:

   a. The proposal is determined to be for a SWF located in the PROW; or

   b. The proposal is determined to be an eligible facilities request; or

   c. Both.

2. In the event that the planning director determines that any application submitted for an Administrative WTFP does not meet the administrative permit criteria of this chapter, the planning director shall convert the application to a Major WTFP and refer it to the planning commission hearing.

3. Except in the case of an eligible facilities request, the planning director may refer, in his/her discretion, any application for an Administrative WTFP to the planning commission for hearing. This exercise of discretion shall not apply to an eligible facilities request.

C. Major Wireless Telecommunications Facilities Permit ("Major WTFP"). All other new wireless telecommunications facilities or replacements, collocations, or modifications to a wireless telecommunications facility that are not qualified for an Administrative WTFP shall require a Major WTFP subject to planning commission hearing and approval unless otherwise provided for in this chapter.

D. Special Provisions for SWFs; SWF Regulations. Notwithstanding any other provision of this chapter as provided herein, all SWFs are subject to a permit as specified in the SWF
Regulations, which is adopted and may be amended by city council resolution. All SWFs, shall comply with the SWF Regulations, as they may be amended from time to time.

1. The SWF Regulations are intended to be constructed in consistency with, and addition to, the terms and provisions of this chapter. To the extent general provisions of this chapter are lawfully applicable to SWFs, such terms shall apply unless in contradiction to more specific terms set forth in the SWF Regulations, in which case the more specific terms of the SWF Regulations shall control.

E. Other Permits Required. In addition to any permit that may be required under this chapter, the applicant must obtain all other required prior permits or other approvals from other city departments, state or federal agencies. Any permit granted under this chapter is subject to the conditions and/or requirements of other required prior permits or other approvals from other city departments, state or federal agencies. Building and encroachment permits, and all city standards and requirements therefor, are applicable.

F. Eligible Applicants. Only applicants who have been granted the right to enter the PROW pursuant to state or federal law, or who have entered into a franchise agreement with the city permitting them to use the PROW, shall be eligible for a WTFP pursuant to this chapter.

19.85.050 - APPLICATION FOR WIRELESS TELECOMMUNICATIONS FACILITY PERMITS.

A. Generally. Unless the SWF Regulations specifically provide otherwise, the applicant shall submit a paper copy and an electronic copy of any application, amendments, or supplements to a WTFP application, or responses to requests for information regarding an WTFP, in accordance with the provisions of this section. SWF applications shall be governed by any additional terms set forth in the SWF Regulations, and in the event of an inconsistency between the provisions of this Section and the terms of the SWF Regulations, the SWF Regulations shall control.

1. All applications for WTFPs shall be initially submitted to the planning director. In addition to the information required of an applicant for an encroachment permit or any other permit required by this code, each applicant shall fully and completely submit to the city a written application on a form prepared by the planning director and published on the city’s website.

2. Application Submittal Appointment. All WTFP applications must be submitted to the planning director at a pre-scheduled application submission appointment. City staff will endeavor to provide applicants with an appointment within five business days after receipt of a written request. A WTFP application will only be reviewed upon submission of a complete application therefor.

3. If the wireless telecommunications facility will also require the installation of fiber, cable or coaxial cable, such cable installations shall be included within the application form and processed in conjunction with the proposal for vertical support structure(s). Applicants shall simultaneously request fiber installation or other cable installation when seeking to install antennas in the PROW. Standalone applications
for the installation of fiber, cable or coaxial cable, or accessory equipment designed to serve an antenna must include all features of the wireless telecommunications facility proposed.

B. Application Contents—Administrative WTFPs. The content of the application form for facilities subject to an Administrative WTFP shall be determined by the planning director, but at a minimum shall include the following:

1. The name of the applicant, its telephone number and contact information, and if the applicant is a wireless infrastructure provider, the name and contact information for the wireless service provider that will be using the wireless facility.

2. The name of the owner of the structure, if different from the applicant, and a signed and notarized owner’s authorization for use of the structure.

3. A complete description of the proposed wireless telecommunications facility and any and all work that will be required to install or modify it, including, but not limited to, detail regarding proposed excavations, if any; detailed site plans showing the location of the wireless telecommunications facility, and dimensioned drawings with specifications for each element of the wireless facility, clearly describing the site and all structures and facilities at the site before and after installation or modification; and a dimensioned map identifying and describing the distance to the nearest residential dwelling unit and any historical structure within 500 feet of the facility. Before and after 360 degree photo simulations must be provided.

4. Documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the Municipal Code and the FCC’s radio frequency emissions standards.

5. A copy of the lease or other agreement, if any, between the applicant and the owner of the property to which the proposed facility will be attached.

6. If the application is for a SWF, the application shall state as such and shall explain why the proposed facility meets the definition of a SWF.

7. If the application is for an eligible facilities request, the application shall state as such and must contain information sufficient to show that the application qualifies as an eligible facilities request, which information must demonstrate that the eligible support structure was not constructed or deployed without proper local review, was not required to undergo local review, or involves equipment that was not properly approved. This shall include copies of all applicable local permits in-effect and as-built drawings of the current site. Before and after 360 degree photo simulations must be provided, as well as documentation sufficient to show that the proposed facility will comply with generally-applicable health and safety provisions of the Municipal Code and the FCC’s radio frequency emissions standards.

8. For SWFs, the application must contain all additional application information, if any, required by the SWF Regulations.
9. If the applicant contends that denial of the application would prohibit or effectively prohibit the provision of service in violation of federal law, or otherwise violate applicable law, the application must provide all information on which the applicant relies on in support of that claim. Applicants are not permitted to supplement this showing if doing so would prevent the City from complying with any deadline for action on an application.

C. Application Contents—Major WTFPs. The planning director shall develop an application form and make it available to applicants upon request and post the application form on the city’s website. The application form for a Major WTFP shall require the following information, in addition to all other information determined necessary by the planning director:

1. The name, address and telephone number of the applicant, owner and the operator of the proposed wireless telecommunication facility.

2. If the applicant does not, or will not, own the support structure, the applicant shall provide a duly-executed letter of authorization from the owner of the structure. If the owner of the support structure is the applicant, but such owner/applicant will not directly provide wireless telecommunications services, the owner/applicant shall provide a duly-executed letter of authorization from the person(s) or entity(ies) that will provide those services.

3. A full written description of the proposed wireless telecommunications facility and its purpose.

4. Detailed engineering plans of the proposed wireless telecommunications facility and related report prepared by a professional engineer registered in the state documenting the following:

   a. Height/elevation, diameter, layout and design of the facility, including technical engineering specifications, economic and other pertinent factors governing selection of the proposed design, together with evidence that demonstrates that the proposed facility has been designed to be the least intrusive equipment within the particular technology available to the carrier for deployment.

   b. A photograph and model name and number of each piece of the facility or proposed antenna array and accessory equipment included.

   c. Power output and operating frequency for the proposed antenna array (including any antennas existing as of the date of the application serving the carrier identified in the application).

   d. Total anticipated capacity of the wireless telecommunications facility for the subject carrier, indicating the number and types of antennas and power and frequency ranges, which can be accommodated.
e. Sufficient evidence of the structural integrity of the support structure as required by the city.

5. A written description identifying the geographic service area to be served by the proposed WTPF, plus geographic or propagation maps showing applicant’s service area objectives.

6. A justification study which includes the rationale for selecting the proposed wireless telecommunication facility design, support structure and location. A detailed explanation of the applicant’s coverage objectives that the proposal would serve, and how the proposed use is the least intrusive means for the applicant to cover such objectives. This shall include:
   
a. A meaningful comparative analysis that includes the factual reasons why the proposed location and design deviates is the least noncompliant or intrusive location and design necessary to reasonably achieve the applicant’s reasonable objectives of covering an established significant gap (as established under state and federal law).
   
b. Said study shall include all eligible support structures and/or alternative sites evaluated for the proposed WTPF, and why said alternatives are not reasonably available, technically feasible options that most closely conform to the local values. The alternative site analysis must include the consideration of at least two eligible support structures; or, if no eligible support facilities are analyzed as alternatives, why no eligible support facilities are reasonably available or technically feasible.
   
c. If a portion of the proposed facility lies within a jurisdiction other than the city’s jurisdiction, the applicant must demonstrate that alternative options for locating the project fully within one jurisdiction or the other is not a viable option. Applicant must demonstrate that it has obtained all approvals from the adjacent jurisdiction for the installation of the extra-jurisdictional portion of the project.

7. Site plan(s) to scale, specifying and depicting the exact proposed location of the proposed wireless telecommunications facility, location of accessory equipment in relation to the support structure, access or utility easements, existing utilities, adjacent land uses, and showing compliance with all design and safety requirements set forth in this chapter.

8. A completed environmental assessment application, or in the alternative any and all documentation identifying the proposed WTPF as exempt from environmental review (under the California Environmental Quality Act, Public Resources Code 21000–21189, the National Environmental Policy Act, 42 U.S.C. §4321 et seq., or related environmental laws). Notwithstanding any determination of environmental exemption issued by another governmental entity, the city reserves its right to
exercise its rights as a responsible agency to review *de novo* the environmental impacts of any WTTP application.

9. An accurate visual impact analysis showing the maximum silhouette, view-shed analysis, color and finish palette and proposed screening for the wireless telecommunications facility, including scaled photo simulations from at least three different angles.

10. Completion of the radio frequency (RF) emissions exposure guidelines checklist contained in Appendix A to the FCC's "Local Government Official's Guide to Transmitting Antenna RF Emission Safety" to determine whether the facility will be "categorically excluded" as that term is used by the FCC.

11. For a facility that is not categorically excluded under the FCC regulations for RF emissions, the applicant shall submit an RF exposure compliance report prepared and certified by an RF engineer acceptable to the city that certifies that the proposed facility, as well as any facilities that contribute to the cumulative exposure in the subject area, will comply with applicable federal RF exposure standards and exposure limits. The RF report must include the actual frequency and power levels (in watts effective radio power "ERP") for all existing and proposed antennas at the site and exhibits that show the location and orientation of all transmitting antennas and the boundaries of areas with RF exposures in excess of the uncontrolled/general population limit (as that term is defined by the FCC) and also the boundaries of areas with RF exposures in excess of the controlled/occupational limit (as that term is defined by the FCC). Each such boundary shall be clearly marked and identified for every transmitting antenna at the project site.

12. Copies of any documents that the applicant is required to file pursuant to Federal Aviation Administration regulations for the proposed wireless telecommunications facility.

13. A noise study prepared by a qualified acoustic engineer documenting that the level of noise to be emitted by the proposed wireless telecommunications facility will comply with this code, including Chapter 7.34 of this code.

14. A traffic control plan when the proposed installation is on any street in a non-residential zone. The city shall have the discretion to require a traffic control plan when the applicant seeks to use large equipment (e.g. crane).

15. A scaled conceptual landscape plan showing existing trees and vegetation and all proposed landscaping, concealment, screening and proposed irrigation with a discussion of how the chosen material at maturity will screen the wireless telecommunication facility.

16. Certification that applicant is a telephone corporation or a statement providing the basis for its claimed right to enter the right-of-way. If the applicant has a certificate of public convenience and necessity (CPCN) issued by the California Public Utilities Commission, it shall provide a copy of its CPCN.
7. Evidence that the proposed wireless facility qualifies as a “personal wireless services facility” as defined in United States Code, Title 47, Section 332(c)(7)(C)(ii).

18. Address labels for use by the city in noticing all property owners within 500 feet of the proposed wireless telecommunication facility and, if applicable, all public hearing information required by the municipal code for public noticing requirements.

19. Any other information and/or studies reasonably determined to be necessary by the public works or planning director(s) may be required.

D. Fees and Deposits Submitted with Application(s). For all WTFPs, application fee(s) shall be required to be submitted with any application, as established by city council resolution and in accordance with California Government Code Section 50030. Notwithstanding the foregoing, no application fee shall be refundable, in whole or in part, to an applicant for a WTFP unless paid as a refundable deposit.

E. Independent Expert. The public works and/or planning director, as applicable, is authorized to retain on behalf of the city one or more independent, qualified consultant(s) to review any WTFP application. The review is intended to be a review of technical aspects of the proposed wireless telecommunications facility and shall include, but not limited to, application completeness or accuracy, structural engineering analysis, or compliance with FCC radio frequency emissions standards.

F. Costs. Reasonable costs of city staff, consultant and attorney time (including that of the city attorney) pertaining to the review, processing, noticing and hearing procedures directly attributable to a WTFP shall be reimbursable to the City. If an applicant proposes a replacement pole or street light to accommodate a SWF, then the applicant shall also pay for all City costs relating to any pole replacement as provided further in the SWF Regulations.

G. Effect of State or Federal Law on Application Process. In the event a state or federal law prohibits the collection of any information or application conditions required by this Section, the planning director is authorized to omit, modify or add to that request from the city’s application form in consultation with the city attorney. Requests for waivers from any application requirement of this Section shall be made in writing to the planning director or his or her designee. The planning director may grant a request for waiver if it is demonstrated that, notwithstanding the issuance of a waiver, the city will be provided all information necessary to understand the nature of the construction or other activity to be conducted pursuant to the WTFP sought. All waivers approved pursuant to this Subsection shall be (1) granted only on a case-by-case basis, and (2) narrowly-tailored to minimize deviation from the requirements of the municipal code.

H. Applications Deemed Withdrawn. To promote efficient review and timely decisions, any application governed under this chapter will be automatically deemed withdrawn by the applicant when the applicant fails to tender a substantive response to the city on any application within thirty (30) calendar days after the application is deemed incomplete in a written notice to the applicant. The public works or planning director (as applicable) may, in his/her discretion, grant a written extension for up to an additional thirty (30) calendar days
when the applicant submits a written request prior to the 90th day that shows good cause to grant the extension.

I. Waiver of Applications Superseded by Submission of New Project. If an applicant submits a WTTP application, but substantially revises the proposed facility during the application process prior to any city hearing or decision on such application, the substantially revised application shall be deemed a new application for all processing purposes, including federal shot clocks, and the prior submittals deemed waived and superseded by the substantially revised application. For purposes of this subparagraph, “substantially revised,” includes, but is not limited to, where the project as initially-proposed has been alternately proposed for a location 300 feet or more from the original proposal or where the proposed revisions constitute a substantial change in the dimensions or equipment that was proposed in the original WTTP application.

J. Rejection for Incompleteness. WTTPs will be processed, and notices of incompleteness provided, in conformity with state, local, and federal law. If such an application is incomplete, it may be rejected by the planning director by notifying the applicant in writing and specifying the material omitted from the application.

19.85.060 - REVIEW PROCEDURE.

A. Generally. Wireless telecommunications facilities shall be installed and modified in a manner that minimizes risks to public safety and utilizes installation of new support structures or equipment cabinets in the PROW only after all existing and replacement structure options have been exhausted, and where feasible, places equipment underground, and otherwise maintains the integrity and character of the neighborhoods and corridors in which the facilities are located; ensures that installations are subject to periodic review to minimize the intrusion on the PROW; and ensures that the City bears no risk or liability as a result of the installations, and that such use does not inconvenience the public, interfere with the primary uses of the PROW, or hinder the ability of the City or other government agencies to improve, modify, relocate, abandon, or vacate the PROW or any portion thereof, or to cause the improvement, modification, relocation, vacation, or abandonment of facilities in the PROW.

B. Collocation Encouraged. Where the facility site is capable of accommodating a collocated facility upon the same site in a manner consistent with the permit conditions for the existing facility, the owner and operator of the existing facility shall allow collocation of third-party facilities, provided the parties can mutually agree upon reasonable terms and conditions.

C. Findings Required for Approval.

1. Administrative WTTP Applications for SWFs. For WTTP applications proposing a SWF, the planning director shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:

a. The facility qualifies as a SWF; and
b. The facility meets all standards, requirements and further findings as may be specified in the SWF Regulations; and

c. The facility is not detrimental to the public health, safety, and welfare; and

d. The facility meets applicable requirements and standards of State and Federal law.

2. Administrative WTFP Applications for Eligible Facility Requests. For WTFP applications proposing an eligible facilities request, the planning director shall approve such application if, on the basis of the application and other materials or evidence provided in review thereof, all of the following findings can be made:

a. That the application qualifies as an eligible facilities request; and

b. That the proposed facility will comply with all generally-applicable laws.

3. Major WTFP Applications. No Major WTFP shall be granted unless all of the following findings are made by the applicable decision-maker:

a. If applicable, all notices required for the proposed WTFP have been given, including the inclusion, or placement on-site, of photo simulations for the proposed facility.

b. The proposed wireless telecommunications facility has been designed and located in compliance with all applicable provisions of this chapter.

c. If applicable, the applicant has demonstrated its inability to locate on an eligible support structure.

d. The applicant has provided sufficient evidence supporting the applicant’s claim that it has the right to enter the public right-of-way pursuant to state or federal law, or the applicant has entered into a franchise agreement with the city permitting them to use the public right-of-way.

e. The applicant has demonstrated the proposed installation is designed such that the proposed installation represents the least intrusive means possible, supported by factual evidence and a meaningful comparative analysis to show that all alternative locations and designs identified in the application review process were technically infeasible or not reasonably available.

D. Notice; Decisions. The provisions in this Section describe the procedures for the approval process, any required notice and public hearings for a WTFP application.

1. Administrative WTFPs: No notice is required for Administrative WTFPs.

2. Major WTFP Applications. Any Major WTFP application shall require notice and a public hearing. Notice of such hearing shall be provided in accordance with
Government Code Section 65091. Public notices shall include color photo simulations from three different angles depicting the wireless telecommunication facility as proposed to be considered by the planning commission. If the application proposes the use of an existing or replacement eligible support structure, such simulations shall be posted upon the proposed support structure for a period of at least thirty (30) days prior to the date of approval; such posted simulations shall remain in-place until final decision on the application is reached.

3. Written Decision Required for All WTFP Determinations. Unless otherwise specified for SWF’s in the SWF Regulations, all final decisions made pursuant to this chapter, including those for administratively-processed permits and eligible facilities requests, shall be in writing and based on substantial evidence in the written administrative record. Within five days after any decision to grant, approve, deny or conditionally grant a WTFP application, the planning director, shall provide written notice including the following:

a. A general explanation of the decision, including the findings required for the decision, if any, and how those findings were supported or not supported by substantial evidence;

b. A general description of the property involved;

c. Information about applicable rights to appeal the decision and explanation of how that right may be exercised; and

d. To be given by first class mail to:

   (i) The project applicant and property owner,

   (ii) Any person who submitted written comments concerning the WTFP,

   (iii) Any person who has filed a written request with the city to receive such notice, and

   (iv) Any homeowner association on file with the city that has jurisdiction over the WTFP site.

4. Once a WTFP is approved, no changes shall be made to the approved plans without review and approval in accordance with this chapter.

5. The decision of the approving authority, as applicable, as to any Administrative WTFP shall be final.

6. Appeals on Major WTFPs shall proceed as provided in accordance with the appeal provisions in Title 19 of the Municipal Code, Section 19.74.080 (Appeals). The appellate authority may hear the appeal de novo.
E. Notice of Shot Clock Expiration. The city acknowledges there are federal and state shot clocks which may be applicable to a proposed wireless telecommunications facility. That is, federal and state law provide time periods in which the city must approve or deny a proposed wireless telecommunications facility. As such, the applicant is required to provide the city written notice of the expiration of any shot clock, which the applicant shall ensure is received by the city (e.g. overnight mail) no later than 20 days prior to the expiration.

19.85.070 - DESIGN AND DEVELOPMENT STANDARDS.

A. SWF Design and Development Standards. SWFs are subject to those design and development standards and conditions of approval set forth in the SWF Regulations. The city’s grant of a WTSP for a SWF does not waive, and shall not be construed to waive, any standing by the city to challenge any FCC orders or rules related to small cell facilities, or any modification to those FCC orders or rules.

B. Eligible Facilities Request Design and Development Standards. Approved eligible facilities requests for which the findings set forth in Section 19.85.060 have been made are subject to the following conditions, unless modified by the approving authority:

1. WTSP subject to conditions of underlying permit. Any WTSP granted in response to an application qualifying as an eligible facilities request shall be subject to the terms and conditions of the underlying permit and all such conditions that were applicable to the facility prior to approval of the subject eligible facility request.

2. No permit term extension. The city’s grant or grant by operation of law of an eligible facilities request permit constitutes a federally-mandated modification to the underlying permit or approval for the subject tower or base station. Notwithstanding any permit duration established in another permit condition, the city’s grant or grant by operation of law of a eligible facilities request permit will not extend the permit term for the underlying permit or any other underlying regulatory approval, and its term shall have the same term as the underlying permit or other regulatory approval for the subject tower or base station.

3. No waiver of standing. The city’s grant or grant by operation of law of an eligible facilities request does not waive, and shall not be construed to waive, any standing by the city to challenge Section 6409(a) of the Spectrum Act, any FCC rules that interpret Section 6409(a) of the Spectrum Act, or any modification to Section 6409(a) of the Spectrum Act.

C. Major WTSP Design and Development Standards. All wireless telecommunications facilities subject to a Major WTSP that are located within the city shall be designed and maintained as to minimize visual, noise and other impacts on the surrounding community and shall be planned, designed, located, and erected in accordance with the following standards:
1. General Guidelines.

a. The applicant shall employ screening, undergrounding and camouflage design techniques in the design and placement of wireless telecommunications facilities in order to ensure that the facility is as visually screened as possible, to prevent the facility from dominating the surrounding area and to minimize significant view impacts from surrounding properties and public views, all in a manner that achieves compatibility with the community and in compliance with this code.

b. Screening shall be designed to be architecturally compatible with surrounding structures using appropriate techniques to camouflage, disguise, and/or blend into the environment, including landscaping, color, and other techniques to minimize the facility's visual impact as well as be compatible with the architectural character of the surrounding buildings or structures in terms of color, size, proportion, style, and quality.

c. Exterior finishes for a facility and accessory equipment shall consist of non-reflective materials and painted, screened, or camouflaged to blend with the materials and colors of surrounding buildings, structures, and/or landscaping.

d. Wall-mounted and/or roof-mounted wireless telecommunications facilities shall be compatible with the architecture, color, texture, and materials of the building or structure to which it is attached so as to appear a natural aesthetic extension of the building or structure design to minimize the facility's visual impact.

e. Wireless telecommunications facilities shall not interfere with the ingress or egress to, or with the circulation, of the property on which it is located.

f. Wireless telecommunications facilities and any accessory equipment shall comply with the setback and height requirements for the zone in which it is located.

g. Wireless telecommunications facilities may be subject to PROW improvements at the discretion of the city engineer.

h. Wireless telecommunications facilities shall not be located in a required parking area, vehicle maneuvering area, vehicle/pedestrian circulation area, or area of landscaping such that it interferes with, or in any way impairs, the utility or intended function of such area.

i. No temporary wireless telecommunications facilities shall be permitted within the city except to allow for signal strength testing in conjunction with a submitted application.
j. All applicable building, construction, and business permits shall be acquired by the applicant prior to construction of a wireless telecommunication facility.

k. Wireless telecommunications facilities shall be located consistent with Section 19.85.080 (Location Restrictions) unless an exception is granted.

l. The wireless telecommunications facility shall be designed for colocation, unless it is found that current technological requirements preclude colocation.

2. Traffic Safety. All facilities shall be designed and located in such a manner as to avoid adverse impacts on traffic safety.

3. Blending Methods. All facilities shall have subdued colors and non-reflective materials that blend with the materials and colors of the surrounding area, infrastructure and structures. If a ground-mounted wireless telecommunications facility is proposed to resemble a tree, other similar tree species shall be planted adjacent to and/or around the facility to enhance the concealing effect.

4. Equipment. The applicant shall use the least visible equipment for the provision of wireless telecommunications services that is technically feasible. Antenna elements shall be flush mounted, to the extent feasible, with all cables and wires clipped-up or otherwise out of public view. All antenna mounts shall be designed so as not to preclude possible future collocation by the same or other operators or carriers. Unless otherwise provided in this Section, antennas shall be situated as close to the ground as technically feasible.

5. Support Structures.

a. Pole-Mounted Only. Only pole-mounted antennas (excepting wooden poles per subparagraph 5.b below) shall be permitted in the public right-of-way. Mountings to all other forms of support structure in the public right-of-way are prohibited unless an exception pursuant to Section 19.85.080 is granted.

b. Utility Poles. Wireless telecommunications facilities shall not be located on wooden poles. The maximum height of any antenna shall not exceed 48 inches above the height of an existing utility pole, nor shall any portion of the antenna or equipment mounted on a pole be less than 24 feet above any drivable road surface. All installations on utility poles shall fully comply with the California Public Utilities Commission general orders, including, but not limited to, General Order 95, as may be revised or superseded.

c. Light Poles. The maximum height of any antenna shall not exceed four feet above the existing height of a light pole. Any portion of the antenna or equipment mounted on a pole shall be no less than 16½ feet above any drivable road surface.
d. Replacement Poles. If an applicant proposes to replace a pole that is an eligible support structure to accommodate the proposed facility, the replacement pole shall be designed to resemble the appearance and dimensions of existing poles near the proposed location, including size, height, color, materials and style to the maximum extent feasible.

e. Equipment mounted on a support structure shall not exceed three (3) cubic feet in dimension.

f. No new guy wires shall be allowed unless required by other laws or regulations.

g. An exception pursuant to Section 19.85.080 shall be required to erect any new support structure (non-eligible support structure) that is not the replacement of an existing eligible support structure.

h. As applicable to all new support structures (non-eligible support structures), regardless of location, the following requirements shall apply:

(i) Such new support structure shall be designed to resemble existing support structures of the same type in the right-of-way near that location, including size, height, color, materials and style, with the exception of any existing structural designs that are scheduled to be removed and not replaced.

(ii) Such new support structures that are not replacement structures shall be located at least 90 feet from any eligible support structure to the extent feasible. For example, if an eligible support structure within 90 feet of the proposed new structure is available for collocation, then the proposed facility should be collocated on such eligible support structure to the extent feasible.

(iii) Such new support structures shall not adversely impact public view corridors, as defined in any applicable specific plan, or code, and shall be located to the extent feasible in an area where there is existing natural or other feature that obscures the view of the new support structure. The applicant shall further employ concealment techniques to blend the new support structure with said features including but not limited to the addition of vegetation if feasible.

(iv) A justification analysis shall be submitted for all new support structures that are not replacements to demonstrate why an eligible support facility cannot be utilized and demonstrating the new structure is the least intrusive means possible, including a demonstration that the new structure is designed to be the minimum functional height and width required to support the proposed wireless telecommunications facility.
i. All cables, including, but not limited to, electrical and utility cables, shall be run within the interior of the support structure and shall be camouflaged or hidden to the fullest extent feasible. For all support structures wherein interior installation is infeasible, conduit and cables attached to the exterior shall be mounted flush thereto and painted to match the structure.

6. Space. Each facility shall be designed to occupy the least amount of space in the right-of-way that is technically feasible.

7. Wind Loads. Each facility shall be properly engineered to withstand wind loads as required by this code or any duly adopted or incorporated code. An evaluation of high wind load capacity shall include the impact of modification of an existing facility.

8. Obstructions. Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic, incommode the public's use of a right-of-way, or cause safety hazards to pedestrians and motorists.

9. Public Facilities. A facility shall not be located in a manner that would interfere with access to a fire hydrant, fire station, fire escape, water valve, underground vault, valve housing structure, or any other public health or safety facility.

10. Screening. All ground-mounted facility, pole-mounted equipment, or walls, fences, landscaping or other screening methods shall be installed at least 18 inches from the curb and gutter flow line.

11. Accessory Equipment located in the PROW. Not including the electric meter, for wireless telecommunications facilities located in the PROW, all accessory equipment shall be located underground, except as provided below:

a. Unless city staff determines that there is no room in the public right-of-way for undergrounding, or that undergrounding is not feasible, an exception pursuant to Section 19.85.080 shall be required in order to place accessory equipment above-ground and concealed with natural or manmade features to the maximum extent possible.

b. When above-ground is the only feasible location for a particular type of accessory equipment and will be ground-mounted, such accessory equipment shall be enclosed within a structure, and shall not exceed a height of five feet and a total footprint of 15 square feet, and shall be fully screened and/or camouflaged, including the use of landscaping, architectural treatment, or acceptable alternate screening. Required electrical meter cabinets shall be screened and/or camouflaged. Also, while pole-mounted equipment is generally the least favored installation, should pole-mounted equipment be sought, it shall be installed as required in this chapter.

c. In locations where homes are only along one side of a street, above-ground accessory equipment shall not be installed directly in front of a residence.
Such above-ground accessory equipment shall be installed along the side of the street with no homes.

12. Accessory Equipment not located in the PROW.
   a. Any and all accessory equipment, or other equipment associated with the operation of the facility, including, but not limited to, transmission cables, shall be located within a building, a walled enclosure, or underground vault. The design shall be in a manner that complies with the development standards of the zoning district in which such equipment is located.
   b. If accessory equipment is located above ground in a walled enclosure, it shall be visually compatible with surrounding buildings and be made of solid masonry block wall, or another approved material, in a design theme appropriate for the area. The walled enclosure shall be constructed and maintained to screen the accessory equipment from view.

   a. Where appropriate, each facility shall be installed so as to maintain and enhance existing landscaping on the site, including trees, foliage and shrubs. Additional landscaping shall be planted, irrigated and maintained by applicant where such landscaping is deemed necessary by the city to provide screening or to conceal the facility.
   b. For ground-mounted wireless telecommunications facilities, where appropriate, a landscaped planter (minimum of three feet) shall be located and maintained adjacent on the outside area of the decorative wall or fence securing the ground-mounted facility. Landscape trees that frame and soften the visual impact of a ground-mounted facility shall be provided within the landscape planter.

14. Signage. No facility shall bear any signs or advertising devices other than certification, warning or other signage required by law or permitted by the city.

15. Lighting.
   a. No facility may be illuminated unless specifically required by the Federal Aviation Administration or other government agency. Beacon lights are not permitted unless required by the Federal Aviation Administration or other government agency.
   b. Legally required lightning arresters and beacons shall be included when calculating the height of facilities such as towers, lattice towers and monopoles.
   c. Any required lighting shall be shielded to eliminate, to the maximum extent possible, impacts on the surrounding neighborhoods.
d. Unless otherwise required under FAA or FCC regulations, applicants may install only timed or motion-sensitive light controllers and lights, and must install such lights so as to avoid illumination impacts to adjacent properties to the maximum extent feasible. The city may, in its discretion, exempt an applicant from the foregoing requirement when the applicant demonstrates a substantial public safety need.

e. The applicant shall submit a lighting study which shall be prepared by a qualified lighting professional to evaluate potential impacts to adjacent properties. Should no lighting be proposed, no lighting study shall be required.


a. Backup generators shall only be operated during periods of power outages, and shall not be tested on weekends or holidays, or between the hours of 7:00 p.m. and 7:00 a.m.

b. At no time shall equipment noise from any facility exceed the noise levels permitted by Chapter 7.34 of the Perris Municipal code.

c. Accessory equipment shall mitigate all noise to existing ambient levels.


a. Each facility shall be designed to be resistant to, and minimize opportunities for, unauthorized access, climbing, vandalism, graffiti and other conditions that would result in hazardous situations, visual blight or attractive nuisances. The planning director or the approving city body, as applicable, may require the provision of warning signs, fencing, anti-climbing devices, or other techniques to prevent unauthorized access and vandalism when, because of their location and/or accessibility, a facility has the potential to become an attractive nuisance. Additionally, no lethal devices or elements shall be installed as a security device.

b. Ground-mounted wireless telecommunications facilities not located in the PROW shall be secured from access by the general public with a decorative fence or wall, as determined by the planning director. To the extent feasible, the decorative fence or wall shall incorporate vines to prevent graffiti. If vines are not provided, clear anti-graffiti material shall be applied to all areas at risk of graffiti, unless it is demonstrated to the planning director that adequate security and maintenance will ensure the prevention of graffiti.

18. Modification. Consistent with current state and federal laws and if permissible under the same, at the time of modification of a wireless telecommunications facility, existing equipment shall, to the extent feasible, be replaced with equipment that reduces visual, noise and other impacts, including, but not limited to, undergrounding
the equipment and replacing larger, more visually intrusive facilities with smaller, less visually intrusive facilities.

19. The installation and construction approved by a wireless telecommunications facility permit shall begin within one year after its approval or it will expire without further action by the city.

20. Conditions of Approval. All Major WTFPs shall be subject to such conditions of approval as reasonably imposed by the planning director or the approving city body, as applicable, as well as any modification of the conditions of approval deemed necessary by the planning director or the approving city body.

19.85.080 - LOCATION RESTRICTIONS; EXCEPTIONS FOR NON-COMPLIANT MAJOR WIRELESS TELECOMMUNICATIONS FACILITIES.

A. Locations Requiring an Exception. Major WTFPs are strongly disfavored in certain areas and on certain support structures. Therefore the location of a Major WTPF shall conform to the following in order of preference (least preferred to most preferred):

1. Located 500 feet away from any property containing a residential structure or zoned for residential use;

2. Collocated with an existing facility to make the existing and proposed collocated facilities stealth;

3. Located in an industrial zoning district;

4. Located in a commercial zoning district;

5. Attached to an existing structure such as a building, church steeple, utility

B. Required Findings for an Exception on Major WTFPs. For any Major WTPP requiring an "exception" under this chapter, no such exception shall be granted unless the applicant demonstrates with clear and convincing evidence all the following:

1. The proposed wireless facility qualifies as a "personal wireless services facility" as defined in United States Code, Title 47, Section 332(c)(7)(C)(ii);

2. The applicant has provided the city with a clearly defined significant gap (as established under state and federal law) and a clearly defined potential site search area.

   a. In the event the applicant seeks to install a wireless telecommunications facility to address service coverage concerns, full-color signal propagation maps with objective units of signal strength measurement that show the applicant's current service coverage levels from all adjacent wireless
telecommunications facilities without the proposed facility, predicted service coverage levels from all adjacent facilities serving applicant with the proposed facility, and predicted service coverage levels from the proposed facility without all adjacent facilities.

b. In the event the applicant seeks to address service capacity concerns, a written explanation and propagation maps identifying the existing facilities with service capacity issues together with competent evidence to demonstrate the inability of those facilities to meet capacity demands.

3. The applicant has provided the city with a meaningful comparative analysis that includes the factual reasons why any alternative location(s) or design(s) suggested by the city or otherwise identified in the administrative record, including but not limited to potential alternatives identified at any public meeting or hearing, are not technically feasible or reasonably available; and

4. The applicant has provided the city with a meaningful comparative analysis that includes the factual reasons why the proposed location and design deviates is the least noncompliant location and design necessary to reasonably achieve the applicant's reasonable objectives of covering an established significant gap (as established under state and federal law).

5. The applicant has demonstrated that strict compliance with any provision in this chapter for a Major WTFP would effectively prohibit the provision of personal wireless services.

C. Scope. The planning commission or planning director, as applicable, shall limit an exemption for a Major WTFP to the extent to which the applicant demonstrates such exemption is necessary to reasonably achieve its objectives of covering an established significant gap (as established under state and federal law). The planning commission or planning director, as applicable, may adopt conditions of approval as reasonably necessary to promote the purposes in this chapter and protect the public health, safety and welfare.

19.85.090 - OPERATION AND MAINTENANCE STANDARDS.

All wireless telecommunications facilities must comply at all times with the following operation and maintenance standards:

A. The permittee shall at all times maintain compliance with all applicable federal, state and local laws, regulations and other rules, including, without limitation, those applying to use of the PROW. The permittee shall ensure that all equipment and other improvements to be constructed and/or installed in connection with the approved WTFP are maintained in a manner that is not detrimental or injurious to the public health, safety, and general welfare and that the aesthetic appearance is continuously preserved, and substantially the same as shown in the approved plans at all times relevant to the WTFP.
B. Unless otherwise provided herein, all necessary repairs and restoration shall be completed by the permittee, owner, operator or any designated maintenance agent at its sole cost within 48 hours:

1. After discovery of the need by the permittee, owner, operator or any designated maintenance agent; or

2. After permittee, owner, operator or any designated maintenance agent receives notification from the city.

C. Insurance. The permittee shall obtain and maintain throughout the term of the permit a type and amount of insurance as specified by city’s risk management. The relevant policy(ies) shall name the city, its elected/appointed officials, commission members, officers, representatives, agents, and employees as additional insured. The permittee shall use its best efforts to provide thirty (30) days prior notice to the planning director of the cancellation or material modification of any applicable insurance policy.

D. Indemnities. The permittee and, if applicable, the owner of the property upon which the wireless facility is installed shall defend, indemnify and hold harmless the city, its agents, officers, officials, and employees (i) from any and all damages, liabilities, injuries, losses, costs, and expenses, and from any and all claims, demands, law suits, writs of mandamus, and other actions or proceedings brought against the city or its agents, officers, officials, or employees to challenge, attack, seek to modify, set aside, void or annul the city’s approval of the permit, and (ii) from any and all damages, liabilities, injuries, losses, costs, and expenses, and any and all claims, demands, law suits, or causes of action and other actions or proceedings of any kind or form, whether for personal injury, death or property damage, arising out of or in connection with the activities or performance of the permittee or, if applicable, the private property owner or any of each one’s agents, employees, licensees, contractors, subcontractors, or independent contractors. In the event the city becomes aware of any such actions or claims the city shall promptly notify the permittee and, if applicable, the private property owner and shall reasonably cooperate in the defense. The city shall have the right to approve, which approval shall not be unreasonably withheld, the legal counsel providing the city’s defense, and the property owner and/or Permittee (as applicable) shall reimburse the city for any costs and expenses directly and necessarily incurred by the city in the course.

E. Performance Bond. Prior to issuance of a wireless encroachment permit, the permittee shall file with the city, and shall maintain in good standing throughout the term of the approval, a performance bond or other surety or another form of security for the removal of the facility in the event that the use is abandoned or the permit expires, or is revoked, or is otherwise terminated. The security shall be in the amount equal to 100% of the cost of removal of the facility as specified in the application for the WTFP or as that amount may be modified by the planning director in the permit based on the characteristics of the installation. The permittee shall reimburse the city for staff time associated with the processing and tracking of the bond, based on the hourly rate adopted by the city council. Reimbursement shall be paid when the security is posted and during each administrative review.
F. Adverse Impacts on Adjacent Properties. Permittee shall undertake all reasonable efforts to avoid undue adverse impacts to adjacent properties and/or uses that may arise from the construction, operation, maintenance, modification, and removal of the facility. All facilities, including each piece of equipment, shall be located and placed in a manner so as to not interfere with the use of the PROW, impede the flow of vehicular or pedestrian traffic, impair the primary use and purpose of poles/signs/traffic signals or other infrastructure, interfere with outdoor dining areas or emergency facilities, or otherwise obstruct the accessibility of the PROW.

G. Contact Information. Each permittee of a wireless telecommunications facility shall provide the planning director with the name, address and 24-hour local or toll free contact phone number of the permittee, the owner, the operator and the agent responsible for the maintenance of the facility (“contact information”). Contact information shall be updated within seven days of any change.

H. All facilities, including, but not limited to, telecommunication towers, poles, accessory equipment, lighting, fences, walls, shields, cabinets, artificial foliage or camouflage, and the facility site shall be maintained in good condition, including ensuring the facilities are reasonably free of:

1. Subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to city streets, sidewalks, walks, curbs, gutters, trees, parkways, street lights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems (water, sewer, storm drains, gas, oil, electrical, etc.) that result from any activities performed in connection with the installation and/or maintenance of a wireless facility in the PROW.

2. General dirt and grease;

3. Chipped, faded, peeling, and cracked paint;

4. Rust and corrosion;

5. Cracks, dents, and discoloration;

6. Missing, discolored or damaged artificial foliage or other camouflage;

7. Graffiti, bills, stickers, advertisements, litter and debris. All graffiti on facilities must be removed at the sole expense of the permittee within forty eight (48) hours after notification from the City.

8. Broken and misshapen structural parts; and

9. Any damage from any cause.

I. All trees, foliage or other landscaping elements approved as part of the facility shall be maintained in neat, safe and good condition at all times, and the permittee, owner and operator of the facility shall be responsible for replacing any damaged, dead or decayed
J. The permittee shall replace its facilities, after obtaining all required permits, if maintenance or repair is not sufficient to return the facility to the condition it was in at the time of installation.

K. Each facility shall be operated and maintained to comply at all conditions of approval. The permittee, when directed by the city, must perform an inspection of the facility and submit a report to the planning director on the condition of the facility to include any identified concerns and corrective action taken. Additionally, as the city performs maintenance on city-owned infrastructure, additional maintenance concerns may be identified. These will be reported to the permittee. The city shall give the permittee thirty (30) days to correct the identified maintenance concerns after which the city reserves the right to take any action it deems necessary, which could include revocation of the permit. The burden is on the Permittee to demonstrate that it complies with the requirements herein. Prior to issuance of a permit under this Chapter, the owner of the facility shall sign an affidavit attesting to understanding the City's requirement for performance of annual inspections and reporting.

L. All facilities permitted pursuant to this chapter shall comply with the American with Disabilities Act.

M. The permittee is responsible for obtaining power to the facility and for the cost of electrical usage.

N. Failure to comply with the city's adopted noise standard after written notice and reasonable opportunity to cure have been given shall be grounds for the city to revoke the permit.

O. Interference.

1. The permittee shall not move, alter, temporarily relocate, change, or interfere with any existing structure, improvement, or property without the prior consent of the owner of that structure, improvement, or property. No structure, improvement, or property owned by the city shall be moved to accommodate a permitted activity or encroachment, unless the city determines that such movement will not adversely affect the city or any surrounding businesses or residents, and the permittee pays all costs and expenses related to the relocation of the city's structure, improvement, or property. Prior to commencement of any work pursuant to a wireless encroachment permit, the permittee shall provide the city with documentation establishing to the city's satisfaction that the permittee has the legal right to use or interfere with any other structure, improvement, or property within the PROW or city utility easement to be affected by permittee's facilities.

2. The facility shall not damage or interfere in any way with city property, the city's operations or the operations of prior-existing, third party installations. The city will reasonably cooperate with the permittee and/or carrier to carry out such activities as are necessary to correct the interference.
a. Signal Interference. The permittee shall correct any such interference within 24 hours of written notification of the interference. Upon the expiration of the 24-hour cure period and until the cause of the interference is eliminated, the permittee shall cease operation of any facility causing such interference until such interference is cured.

b. Physical Interference. The city shall give the permittee thirty (30) days to correct the interference after which the city reserves the right to take any action it deems necessary, which could include revocation of the permit.

3. The City at all times reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the sites. Such actions may temporarily interfere with the operation of the facility. The City will in all cases, other than emergencies, give the applicant 30 days written notification of such planned, non-emergency actions.

P. RF Exposure Compliance. All facilities must comply with all standards and regulations of the FCC and any other state or federal government agency with the authority to regulate RF exposure standards. After transmitter and antenna system optimization, but prior to unattended operations of the facility, the permittee or its representative must conduct on-site post-installation RF emissions testing to demonstrate actual compliance with the FCC Office of Engineering and Technology Bulletin 65 RF emissions safety rules for general population/uncontrolled RF exposure in all sectors. For this testing, the transmitter shall be operating at maximum operating power, and the testing shall occur outwards to a distance where the RF emissions no longer exceed the uncontrolled/general population limit.

1. Testing of any equipment shall take place on weekdays only, and only between the hours of 8:30 a.m. and 4:30 p.m., except that testing is prohibited on holidays that fall on a weekday. In addition, testing is prohibited on weekend days.

Q. Records. The permittee must maintain complete and accurate copies of all permits and other regulatory approvals issued in connection with the facility, which includes without limitation this approval, the approved plans and photo simulations incorporated into this approval, all conditions associated with this approval and any ministerial permits or approvals issued in connection with this approval. In the event that the permittee does not maintain such records as required in this condition or fails to produce true and complete copies of such records within a reasonable time after a written request from the city, any ambiguities or uncertainties that would be resolved through an inspection of the missing records will be construed against the permittee.

R. Attorney’s Fees. In the event the city determines that it is necessary to take legal action to enforce any of these conditions, or to revoke a permit, and such legal action is taken, the permittee shall be required to pay any and all costs of such legal action, including reasonable attorney’s fees, incurred by the city, even if the matter is not prosecuted to a final judgment or is amicably resolved, unless the city should otherwise agree with permittee to waive said fees or any part thereof. The foregoing shall not apply if the permittee prevails in the enforcement proceeding.
19.85.100 - NO DANGEROUS CONDITION OR OBSTRUCTIONS ALLOWED.

No person shall install, use or maintain any wireless telecommunications facility that in whole or in part rests upon, in or over any public right-of-way, when such installation, use or maintenance endangers or is reasonably likely to endanger the safety of persons or property, or when such site or location is used for public utility purposes, public transportation purposes or other governmental use, or when such facility unreasonably interferes with or unreasonably impedes the flow of pedestrian or vehicular traffic including any legally parked or stopped vehicle, the ingress into or egress from any residence or place of business, the use of poles, posts, traffic signs or signals, hydrants, mailboxes, permitted sidewalk dining, permitted street furniture or other objects permitted at or near said location.

19.85.110 - NONEXCLUSIVE GRANT; NO POSSESSORY INTERESTS.

A. No permit or approval granted under this chapter shall confer any exclusive right, privilege, license or franchise to occupy or use the public right-of-way of the city for any purpose whatsoever. Further, no approval shall be construed as a warranty of title.

B. No possessory interest is created by a WTPF. However, to the extent that a possessory interest is deemed created by a governmental entity with taxation authority, the permittee acknowledge that the city has given to the applicant notice pursuant to California Revenue and Taxation Code Section 107.6 that the use or occupancy of any public property pursuant to a WTPF may create a possessory interest which may be subject to the payment of property taxes levied upon such interest. Wireless telecommunications facility operators shall be solely liable for, and shall pay and discharge prior to delinquency, any and all possessory interest taxes or other taxes, fees, and assessments levied against their right to possession, occupancy, or use of any public property pursuant to any right of possession, occupancy, or use created by the WTPF.

C. The permission granted by a WTPF shall not in any event constitute an easement on or an encumbrance against the PROW. No right, title, or interest (including franchise interest) in the PROW, or any part thereof, shall vest or accrue in permittee by reason of a wireless encroachment permit or the issuance of any other permit or exercise of any privilege given thereby.

19.85.120 - PERMIT EXPIRATION; ABANDONMENT OF APPLICATIONS.

A. Permit Term. Unless Government Code Section 65964, as may be amended, authorizes the city to issue a permit with a shorter term, a permit for any wireless telecommunications facility shall be valid for a period of ten (10) years, unless pursuant to another provision of this code it lapses sooner or is revoked. At the end of ten (10) years from the date of issuance, such permit shall automatically expire.

B. A permittee may apply for a new permit within 180 days prior to expiration. Said application and proposal shall comply with the city’s current code requirements for wireless telecommunications facilities.
C. Timing of Installation. The installation and construction authorized by a WTFP shall begin within one (1) year after its approval, or it will expire without further action by the city. The installation and construction authorized by a WTFP shall conclude, including any necessary post-installation repairs and/or restoration to the PROW, within thirty (30) days following the day construction commenced.

D. Commencement of Operations. The operation of the approved facility shall commence no later than ninety (90) days after the completion of installation, or the WTFP will expire without further action by the city. The permittee shall provide the planning director notice that operations have commenced by the same date.

19.85.130 - CESSION OF USE OR ABANDONMENT.

A. A wireless telecommunications facility is considered abandoned and shall be promptly removed as provided herein if it ceases to provide wireless telecommunications services for 90 or more consecutive days unless the permittee has obtained prior written approval from the director which shall not be unreasonably denied. If there are two or more users of a single facility, then this provision shall not become effective until all users cease using the facility.

B. The operator of a facility shall notify the planning director in writing of its intent to abandon or cease use of a permitted site or a nonconforming site (including unpermitted sites) within ten days of ceasing or abandoning use. Notwithstanding any other provision herein, the operator of the facility shall provide written notice to the planning director of any discontinuation of operations of 30 days or more.

C. Failure to inform the planning director of cessation or discontinuation of operations of any existing facility as required by this Section shall constitute a violation of any approvals and be grounds for:

1. Litigation;

2. Revocation or modification of the permit;

3. Acting on any bond or other assurance required by this article or conditions of approval of the permit;

4. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner’s expense; and/or

5. Any other remedies permitted under this code or by law.

19.85.140 - REMOVAL AND RESTORATION IN THE PROW—PERMIT EXPIRATION, REVOCA CON OR ABANDONMENT.

A. Upon the expiration date of the permit, including any extensions, earlier termination or revocation of the WTFP or abandonment of the facility, the permittee, owner or operator shall remove its wireless telecommunications facility from the PROW and restore the site to the condition it was in prior to the granting of the WTFP, except for retaining the
landscaping improvements and any other improvements at the discretion of the city. Removal shall be in accordance with proper health and safety requirements and all ordinances, rules, and regulations of the city. Expired, terminated or revoked wireless telecommunications facility equipment shall be removed from the site at no cost or expense to the City.

B. Failure of the permittee, owner or operator to promptly remove its facility and restore the property within 90 days after expiration, earlier termination or revocation of the WTFFP, or abandonment of the facility, shall be a violation of this code. Upon a showing of good cause, an extension may be granted by the planning director where circumstances are beyond the control of the permittee after expiration. Further failure to abide by the timeline provided in this Section shall be grounds for:

1. Prosecution;

2. Acting on any security instrument required by this chapter or conditions of approval of permit;

3. Removal of the facilities by the city in accordance with the procedures established under this code for abatement of a public nuisance at the owner’s expense; and/or

4. Any other remedies permitted under this code or by law.

C. Summary Removal. In the event any city director or city engineer determines that the condition or placement of a wireless telecommunications facility located in the public right-of-way constitutes a dangerous condition, obstruction of the public right-of-way, or an imminent threat to public safety, or determines other exigent circumstances require immediate corrective action (collectively, “exigent circumstances”), such director or city engineer may cause the facility to be removed summarily and immediately without advance notice or a hearing. Written notice of the removal shall include the basis for the removal and shall be served upon the permittee and person who owns the facility within five business days of removal and all property removed shall be preserved for the owner’s pick-up as feasible. If the owner cannot be identified following reasonable effort or if the owner fails to pick-up the property within 60 days, the facility shall be treated as abandoned property.

D. Removal of Facilities by City. In the event the city removes a wireless telecommunications facility in accordance with nuisance abatement procedures or summary removal, any such removal shall be without any liability to the city for any damage to such facility that may result from reasonable efforts of removal. In addition to the procedures for recovering costs of nuisance abatement, the city may collect such costs from the performance bond posted and to the extent such costs exceed the amount of the performance bond, collect those excess costs in accordance with this code. Unless otherwise provided herein, the city has no obligation to store such facility. Neither the permittee, owner nor operator shall have any claim if the city destroys any such facility not timely removed by the permittee, owner or operator after notice, or removal by the city due to exigent circumstances.
19.85.150 - EFFECT ON OTHER ORDINANCES.

Compliance with the provisions of this chapter shall not relieve a person from complying with any other applicable provision of this code. In the event of a conflict between any provision of this chapter and other sections of this code, this chapter shall control.

19.85.160 - STATE OR FEDERAL LAW.

The implementation of this chapter and decisions on applications for placement of wireless telecommunications facilities in the PROW shall, at a minimum, ensure that the requirements of this chapter are satisfied, unless it is determined that the applicant has established that denial of an application would, within the meaning of federal law, prohibit or effectively prohibit the provision of personal wireless services, or otherwise violate applicable laws or regulations. If that determination is made, the requirements of this Chapter may be waived, but only to the minimum extent required to avoid the prohibition or violation.

19.85.170 - LEGAL NONCONFORMING WIRELESS TELECOMMUNICATIONS FACILITIES IN THE RIGHT-OF-WAY.

A. Legal nonconforming wireless telecommunications facilities are those facilities that existed but did not conform to this chapter on the date this chapter became effective.

B. Legal nonconforming wireless telecommunications facilities shall, within ten years from the date this chapter became effective, be brought into conformity with all requirements of this article; provided, however, that should the owner desire to expand or modify the facility, intensify the use, or make some other change in a conditional use, the owner shall comply with all applicable provisions of this code at such time, to the extent the city can require such compliance under federal and state law.

C. An aggrieved person may file an appeal to the city council of any decision of the planning director or other deciding body made pursuant to this Section. In the event of an appeal alleging that the ten-year amortization period is not reasonable as applied to a particular property, the city council may consider the amount of investment or original cost, present actual or depreciated value, dates of construction, amortization for tax purposes, salvage value, remaining useful life, the length and remaining term of the lease under which it is maintained (if any), and the harm to the public if the structure remains standing beyond the prescribed amortization period, and set an amortization period accordingly for the specific property.
MEETING DATE: April 9, 2019

SUBJECT: Ordinance Amendment (OA) 19-05041 - Proposal to adopt Urgency Ordinance No. (next in order) and Ordinance No. (next in order), which amends Chapter 19.85 of the Municipal Code in its entirety to update and revise regulations for Wireless Telecommunication Facilities on public and private properties; and a proposal to adopt a related Resolution (next in order) approving a City Council Policy (next in order) that provides for regulations for the permitting, operation, and maintenance of small wireless facilities in the City of Perris. 
Applicant: City of Perris

REQUESTED ACTION: Approve Urgency Ordinance No. (next in order) which provides related findings and approves Ordinance Amendment No. 19-05041, which amends, in its entirety, Chapter 19.85 of Title 19 of the Municipal Code to update and revise the City’s regulations pertaining to wireless telecommunications facilities in the city and corresponding design standards and procedures for small wireless facilities (“SWF”).

Introduce First Reading of Ordinance No. (next in order) which provides findings and approves Ordinance Amendment 19-05041, which amends Chapter 19.85 of Title 19 of the Municipal Code in its entirety to update and revise the City’s regulations for wireless telecommunication facilities in the city and corresponding design standards and procedures for small wireless facilities (“SWF”).

Approve Resolution (next in order) which provides findings and approves City Council Policy (next in order) that provides design regulations and procedures for Small Wireless Facilities to construct, install, attach, operate, collocate, modify, reconstruct, relocate or otherwise deploy small wireless facilities within the City’s jurisdictional and territorial boundaries within the public rights-of-way (PROW).

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

BACKGROUND/DISCUSSION:

On March 20, 2019, the Planning Commission unanimously voted to recommend to the City Council approval of Ordinance Amendment No. 19-05041, which amends Chapter 19.85 (Wireless Telecommunication Facilities) of the Municipal Code in its entirety, along with a separate Council Policy that outlines Small Wireless Facilities (“SWF”) design standards to guide administrative approvals so it can be readily and quickly adapted given the frequency and magnitude of changes in
law and technology surrounding wireless installations. Ordinance Amendment No. 19-05041 updates and revises regulations for Wireless Telecommunication Facilities on public and private properties to address significant changes in law implemented by the Federal Communications Commission ("FCC"), which among other issues, redefines SWF, caps all fees that local governments can charge to the actual and reasonable cost of providing service, imposes shot clocks of 60 days for SWFs added to existing structures (regardless of whether the structure already supports a wireless service) and 90 days for SWFs proposing a new structure and effective on April 15, 2019, preempts all aesthetic requirements for SWFs in the Public Right-of-Way unless they are (1) reasonable; (2) no more burdensome than those applied to other types of infrastructure deployments; (3) objective; and (4) published in advance.

The proposed Urgency Ordinance No. (next in order) and Ordinance No. (next in order) are responses to the FCC Order and seeks to balance the community’s need for wireless services with the industry’s need to deploy quickly, and the City’s obligation to maintain safety and protect the aesthetic qualities of our neighborhoods. To this end, the proposed amendment presents an entirely new administrative review process for SWF applications, with the Planning Division taking the lead for processing SWF applications administratively. The proposed amendment also recognizes and establishes procedures and standards for, "eligible facility requests" pursuant to Federal law. These are ministerial modifications and collocations that must be approved “by-right,” which provisions are not currently included in Section 19.85, despite being required by law since 2012. A more detailed discussion of the Ordinance can be found in the March 20, 2019 PC submittal report.

To accompany the proposed amendment, staff has drafted a separate Draft City Council Policy that will provide the wireless telecommunication industry with direction on the City’s aesthetic, location and design requirements. The proposed policy provides the flexibility needed for the rapidly changing wireless laws and technology that outlines SWF design standards to guide administrative approvals so it can be readily and quickly adapted given the frequency and magnitude of changes in law and technology surrounding wireless installations. This draft policy document is recommended for approval by the Council, will be promptly published by staff on the City’s website as required by the FCC Order.

URGENCY ORDINANCE AND ORDINANCE:

The Urgency Ordinance No. (next in order), Ordinance No. (next in order) and corresponding City Council Policy providing design standards and procedures for SWFs are in response to recent legal standards imposed by the FCC ("FCC Order"). The FCC Order was issued on September 27, 2018. As drafted, Urgency Ordinance No. (next in order) would enact the same regulations as proposed by Ordinance No. (next in order). Urgency Ordinance No. (next in order) will be effective immediately upon adoption by the City Council.

Government Code Section 36937(b) permits the City Council to adopt an urgency ordinance that is effective immediately upon adoption for the immediate preservation of the public peace, health or safety. The urgency is based upon the following facts:

- The global wireless telecommunications industry has developed and is starting to install SWFs primarily in public rights-of-way. SWFs are designed to accommodate "5G" technology. Wireless telecommunications providers have made inquiries with the City of Perris and other California cities about installing SWFs in municipal rights-of-way, and some other California cities are already receiving applications for such facilities.
- The Federal Telecommunications Act of 1996 preempts and declares invalid all state and local rules that restrict entry or limit competition in both local and long-distance telephone service,
and the FCC has adopted regulations for the implementation of that Act.

- Section 7901 of the California Public Utilities Code authorizes telephone and telegraph corporations to construct telephone or telegraph lines along and upon any public road or highway, along or across any of the waters or lands within this state, and to erect poles, posts, piers, or abatements for supporting the insulators, wires, and other necessary fixtures of their lines, in such manner and at such points as not to incommode the public use of the road or highway or interrupt the navigation of the waters.

- Section 7901.1 of the California Public Utilities Code confirms the right of municipalities to exercise reasonable control as to the time, place, and manner in which roads, highways, and waterways are accessed, which control must be applied to all entities in an equivalent manner and may involve the imposition of fees.

- The FCC adopted its FCC Ruling expressly to "reduce regulatory barriers to the deployment of wireless infrastructure and to ensure that our nation remains the leader in advanced wireless services and wireless technology." (FCC Ruling, ¶29.) The FCC Ruling is intended to facilitate the spread, growth, and accumulation of SWFs over a short period of time in order to enable deployment of technology that the FCC Ruling claims will enable increased competition in healthcare, Internet of Things applications, lifesaving car technologies, and creation of jobs.

- SWFs are primarily installed within public rights-of-way and as such create significant and far-reaching local concerns about traffic and pedestrian safety, land use conflicts and incompatibilities including excessive height of poles and towers; creation of visual and aesthetic blights arising from excessive size, heights, noise or lack of camouflaging of wireless facilities including the associated pedestals, meters, equipment and power generators, and protection and preservation of public property, all of which may negatively impact the unique quality and character of the City and the public health, safety and welfare thereof. Accordingly, regulating the installation of SWFs in the public right-of-way is necessary to protect and preserve the aesthetics in the community, as well as the values of properties within the City.

- The FCC Ruling sets forth new standards for state and local government regulations of SWFs, which standards restrict the aesthetic requirements that localities can impose upon such facilities. Any aesthetic standard adopted by cities must be: (1) reasonable, (2) no more burdensome than those applied to other types of infrastructure deployments, and (3) objective and published in advance.

- That portion of the FCC Ruling requiring aesthetic standards for SWFs to be reasonable, no more burdensome than on other infrastructure, and objective and pre-published, goes into effect April 15, 2019. Standards that are not published in advance of that date will not be enforceable as to any application incoming to the City until proper standards are published. Ad hoc aesthetic standards are not enforceable. Cities that have aesthetic, spacing, or undergrounding standards currently in place may continue to judge applications against their current standards. However, by April 15, cities may only enforce aesthetic, undergrounding and spacing standards that are reasonable, no more burdensome than those applied to other types of infrastructure deployments, and objective and published in advance.

- Without the immediate implementation through an urgency ordinance of regulations specific to the siting of SWFs in the public right-of-way, the City Council will be unable to adopt and implement such regulations before the April 15, 2019 effective date for design standards. SWFs could therefore be approved that are inconsistent with the regulations being developed by the City as permitted by federal and state laws.

Urgency Ordinance No. (next in order) would implement the same regulations as proposed under Ordinance No. (next in order).
ENVIRONMENTAL DETERMINATION:

The Proposed Ordinance Amendment and City Council Policy are found to be categorically exempt pursuant to Sections 15060(c)(2) and 15061(b)(3) of CEQA, as the proposal is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly.

PUBLIC COMMENT:

A public hearing notice was published in the local newspaper on March 22, 2019, to provide a minimum ten (10) day notice as required by City Code. As of the writing of this report, no comments in opposition have been received from residents or public agencies. In addition, summary ordinances were published March 29, 2019, in accordance with California Government Code 36933.

Based upon the foregoing, Staff recommends that the City Council adopt Urgency Ordinance No. (next in order), Ordinance No. (next in order), and Resolution No. (next in order).

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant

Prepared by: Mary Blais, Contract Planner

REVIEWED BY: Kenneth Phung, Planning Manager

City Attorney: 
Assistant City Manager 
Finance Director 

Attachments: 1. Urgency Ordinance (Next in Order) for Wireless Telecommunication Facilities
2. Ordinance (Next in Order) for Wireless Telecommunication Facilities
3. Resolution (next in Order) to Approve City Council Policy

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:
MEETING DATE: May 14, 2019

SUBJECT: Payment of vehicles approved for purchase in FY 2018/19.

REQUESTED ACTION: Approve Payment of vehicles purchased in FY 2018/19 and invoiced in the current fiscal year.

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION:

At the May 29, 2018 City Council meeting the purchase of a replacement man lift vehicle was approved. This vehicle replaces a lift vehicle that was damaged and unreparable in 2017. The man lift vehicle was ordered at that time, but due to low demand for lift vehicles, it was delayed in manufacturing. Funds for the purchase of the vehicle were encumbered in the previous fiscal year, but will need to be paid from the current year.

Staff is requesting that the City Council approve payment for the lift truck in the amount of $92,428.20 from the Vehicle Replacement Reserve.

BUDGET (or FISCAL) IMPACT:

The Vehicle Replacement Reserve currently has a balance of $1.3 million.

Prepared by:

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments: Lift Vehicle Invoice

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

Vikly Garay

8000 Auto Dr
Riverside, CA, 92504
951-353-8800

Bill To:
CITY OF PERRIS
1015 S 'G' ST
PERRIS, CA 92570

DATE APRIL 18, 2019
INVOICE # 91439
Vehicle F 550

Prepared by: Vikly Garay

Comments or special instructions:
PO 188235

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Please feel free to contact me directly with any questions you may have or any changes you would like made,
Vikly Garay 951-353-8800 x504

Fritts Ford does not accept credit or debit cards for the payment of vehicles
MEETING DATE: May 14, 2019

SUBJECT: CDBG Funded D Street Area Enhancements at 2nd Street, Award Bid to Greer's Contracting and Concrete, Inc.

REQUESTED ACTION: Award the bid for the D Street Area Enhancements at 2nd Street (CIP #S-007-2018-19) to Greer's Contracting and Concrete, Inc.; and authorize the City Manager to execute the agreement, plus a 15% construction and soft cost contingency, subject to non-substantive changes from the City Attorney's Office.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

Specification #CIP S-007-2018-19 was developed to provide prospective bidders with a complete, adequate, and realistic specification or purchase description, for the D Street Area Enhancements Project at 2nd Street. This CDBG funded public facility improvement project is expected to increase the viability of existing downtown businesses that create employment opportunities, and provide needed services to low and moderate income residents on an area wide basis. The project will provide a new streetscape with decorative paving, lighting, asphalt paving, colored concrete, street furnishings, and other associated public improvements along 2nd Street; between the railroad tracks and D Street.

The Engineering Department analyzed each proposal received from the City Active Bidder Website and determined that the bid submitted by the recommended lowest responsible bidder met all the specified requirements of the bid. Therefore, the award of the bid can be made principally on the basis of price, with additional considerations given to the background and experience of each bidder. Based on these criteria, the bid can be awarded to Greer's Contracting and Concrete, Inc., who proposed completion of the project for $494,661.00.

If the bid is awarded by the City Council, Engineering staff will review the required insurance certificates, insurance endorsements, and required bonds and will seek the review and approval of the construction contract from the City Attorney's Office. Therefore, staff is recommending that the City Council authorize the City Manager to execute the Construction Contract, plus a 10% contingency fund, pending the review and approval of the City Attorney. Staff also recommends 5% additional contingency for soft cost construction support services including labor compliance and electrical engineering construction observation.

BUDGET (or FISCAL) IMPACT:

Appropriate funding has been allocated by the City Council in the approved 2016-17 CIP budget (CIP-Project # S-007) to construct the Improvements valued at approximately $494,661.00, plus provide for a 10% contingency fund, and additional 5% for construction support services including labor compliance and electrical engineering construction observation.
Prepared by: Michael Morales, Capital Improvement Project Manager

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments: Agreement

Consent: x
Public Hearing:
Business Item:
Presentation:
Other:
CITY OF PERRIS
PUBLIC WORKS CONTRACT FOR
D STREET AREA ENHANCEMENTS AT 2ND STREET
(Specification No. #CIP S-007-2018-019)

THIS PUBLIC WORKS CONTRACT (herein "Agreement") is made and entered into this ____ day of _____, 2019, by and between the CITY OF PERRIS, a municipal corporation, (herein "City") and GREER’S CONTRACTING AND CONCRETE, 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: D Street Area Enhancements at 2nd Street, Specifications and Information for Bidders Specification No. #CIP S-007-2018-19 (Specification No. #CIP S-007-2018-19), which are incorporated by this reference as though set forth in full herein; General Summary Special Federal Provisions, Federal Labor Standards Provisions (HUD-4010, HUD 4010.1), as amended, Attachment 1; and the Federal Prevailing Wage General Decision Number CA190025, Modification Number 2, dated 02/15/2019, 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 the construction of a new streetscape with decorative paving, lighting, asphalt paving, colored concrete, street furnishings, and other associated public improvements along 2nd Street; between the railroad tracks and D Street, in Perris, CA, in strict accordance with Improvement Plans and Specification No. #CIP S-007-2018-19. Contractor warrants that all work and services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

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

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

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

1.5 Additional Services

City shall have the right at any time during the performance of the work and services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a signed and authorized written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. City and Contractor agree to negotiate the cost for additional services based on the unit pricing proposed by the Contractor in the original Bid Schedule of Values found in Section BF, “Bid Form,” of Specification No. #CIP S-007-2018-19. 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. #CIP S-007-2018-19. Any increase in compensation of up to ten percent (10%) of the Contract Sum; or in the time to perform up to one hundred eighty (180) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services and work specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work and services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Contractor anticipates and that the Contractor shall not be entitled to additional compensation therefore.

2.0 COMPENSATION

2.1 Contract Sum.

For the services rendered pursuant to this Agreement, the Contractor shall be compensated, except as provided in Section 1.5, the sum of four hundred ninety four thousand six hundred sixty-one and 00/100 dollars ($494,661.00), in accordance with Parts 2, 3, and 4 titled “General Provisions,” “Standard Provisions,” and “Construction Materials, Methods & Specifications and Payment Requirements,” of Specification No. #CIP S-007-2018-19; and Section BF, “Bid Form,” “Bid Schedule of Values” of Specification No. #CIP S-007-2018-19.

2.2 Method of Payment.

Contractor shall submit to the City, an invoice for services rendered prior to the date of the invoice. In accordance with Parts 2, 3, and 4; and Section BF, “Bid Form,” “Bid Schedule of Values” of Specification No. #CIP S-007-2018-19; 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 ten percent (10%), 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, 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 labor compliance officer. The City must pay interest at the legal rate on any Contractor payment request not paid within 30 days of its submission when the validity of the request is not disputed and the request has been properly submitted. (Public Contract Code § 20104.50.)

2.3 Retention of Funds.

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

3.0 COORDINATION OF WORK

3.1 Representative of Contractor.

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

3.2 Contract Officer.

Michael 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, INDEMNIFICATION AND BONDS**

4.1. **Insurance.**

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

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

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

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

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

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

In the event the Contractor subcontracts any portion of the work in compliance with Section 3.3 of this Agreement, the contract between the Contractor and such subcontractor shall require the subcontractor to maintain the same 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, California, and its elected and appointed officials and members, officers, attorneys, agents, representatives, consultants, employees, directors, shareholders, successors, and assigns (individually as “Indemnitee” and collectively, “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, expert witnesses, consultants, or other professionals and all costs associated therewith (collectively, “Claims”), to the extent arising or claimed to arise out of, in connection with, resulting from, or related to any negligent act, error, omission or failure to act of Contractor or any of its subcontractors and their respective officers, agents, servants, employees, subcontractors, materialmen, suppliers or Contractor’s failure to perform or negligent performance of any term, provision, covenant or condition of the Agreement or the Scope of Services, including this indemnity provision. This indemnity also applies to any Claims of any type or nature asserted on behalf of any of Contractor’s subcontractors. This indemnity provision shall survive the termination of the Agreement and is in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee’s right to recover under this indemnity provision. An Indemnitee shall have the right to select the attorneys to represent it in the event of a Claim and at Contractor’s expense. Contractor shall pay Indemnitees for any attorneys’ fees, consultant and expert witness fees and costs incurred in enforcing this indemnification provision. This indemnity is effective without reference to the existence or applicability of any insurance coverages which may have been required under the Agreement or any additional insured endorsements, which may extend to Indemnitees.

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

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

4.3 **Sufficiency of Insurer or Surety.**

Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated “A” or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the City’s Risk Manager or designee of the City due to unique circumstances. In the event the City’s Risk Manager determines that the work or services to be performed under this Agreement creates an increased or decreased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 4 may be changed accordingly upon receipt of written notice from the City’s Risk Manager or designee; provided that the Contractor shall have the right to appeal a determination of increased coverage by the City’s Risk Manager to the City Council within ten (10) days of receipt of notice from the City’s Risk Manager.

4.4 **Labor and Materials Bond.**

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

4.5 **Performance Bond.**

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

5.1 Time For Completion and Liquidated Damages.

The work for the D Street Roadway Enhancements Phase 5, Specification No. #CIP S-007-S-073 shall commence on the ___ day of ____, 2019, and shall be completed within ninety (90) calendar days from and after said date, or the date provided on the Notice to Proceed. The Contractor shall also complete the work in accordance with the “Worksite Traffic Control Plan For D Street Public Area Enhancements Project at 2nd Street,” prepared by the Contractor, and roadway closures shall not exceed the total work duration specified for each phase of work, as follows: “Intersection Phase,” seven (7) calendar days maximum from the date indicated on the Notice To Proceed issued for “Intersection Phase.” It is expressly agreed that, except for extensions of time duly granted in writing by the City Manager and for reasons authorized in this Agreement, time shall be of the essence, and contractor shall be held responsible for liquidated damages in a sum equal to one thousand and 00/100 dollars ($1,000.00) for each and every day after the permitted time, and/or the road closures exceed the maximum duration specified for each phase of work, if the work is not completed to the City’s satisfaction.

5.2 Force Majeure.

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

5.3 Termination for Default of Contractor.

If the Contract Officer determines that the Contractor is in default due to the Contractor’s failure to fulfill its obligations under this Agreement, City will give Contractor a written Notice of Default which will be served personally on the Contractor’s representative or sent via U.S. First Class Mail to the Contractor at the address set forth in Section 8.1. The Contractor shall continue performing its obligations hereunder so long as the Contractor commences to cure such default within ten (10) calendar days of service of such notice and completes the cure of such default within forty-five (45) calendar days after service of the notice, or such longer period as may be permitted by the City; provided that if the default is an immediate danger to the health, safety and general welfare, the City reserves the right to not notify the Contractor of the default and to take any and all action that may be necessary to cure the default.
If a Notice of Default is issued and the Contractor fails to cure the default within the time periods set forth in this Section, the City may take over the work and prosecute the same to completion by contract or otherwise. The City may use any portion or all of the Contract Sum to pay for said work. The Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages).

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

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

5.4 Resolution of Contractor Construction Claims.

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

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

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

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

6.1 Non-liability of City Officers and Employees

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

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

6.3 Federal Employee Benefit Clause

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

7.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

7.1 Covenants Against Discrimination

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

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
PW- Engineering Administration and Special Districts Division
24 S “D” Street, Suite 100
Perris, CA 92570
ATTN: Michael Morales, Capital Improvements Project Manager

Contractor
Greer’s Contracting and Concrete, Inc.
21490 Garfield Road
Perris, CA 92570
ATTN: John Greer, President

8.2 Handicap Accessibility Certification.

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

8.3 Records Retention Clause Examination and Audit

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

8.4 Payroll Records

Contractor shall comply with State Labor Code section 1776, and shall maintain and keep accurate payroll records of employees, and shall certify these records upon request by the City. Said payroll records shall be made available to the City, the Federal Government and to any authorized representatives thereof, the State Division of Labor Standards Enforcement, and the State Division of Apprenticeship Standards. If the Contractor fails to comply with State Labor Code Section 1776, Contractor shall be held responsible for penalties as set forth in said section.
Contractor or Subcontractors shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. All Contractors and Subcontractors who perform work on this project must furnish electronic certified payroll reports directly to the Labor Commissioner (aka Division of Labor Standards Enforcement).

8.5 Prevailing Wages

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

Under the State Labor Code, Contractor shall not pay less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate per diem wages for holiday, overtime, health and welfare, pension, vacation and similar purposes to all workers employed on the work described in this Agreement. The City has obtained from the Director of the Department of Industrial Relations, State of California, the determination of general prevailing rates of per diem wages believed to be applicable to the work described in this Agreement, including employer payments for health and welfare, pension, vacation and similar purposes. Contractor shall obtain from the City Clerk said General Prevailing Wage Determination, and post it in a conspicuous place at the site of the work described in this Agreement (Lab. Code § 1773.2.). The statutory provisions for penalties for failure to pay prevailing wages (Lab. Code § 1775) and for penalties for failure to comply with state's wage and hour laws shall be enforced. (Lab. Code § 1813.).

8.6 Economic Opportunities for Local Area Residents and Businesses.

The work to be performed under this Agreement is on a project assisted under a Federal Community Development Block Grant from the Department of Housing and Urban Development and is subject to the Requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the unit of local government or the metropolitan area (or non-metropolitan county), as determined by the Secretary of Housing and Urban Development, in which the project is located; and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the same metropolitan area (or non-metropolitan county) as the project.

8.7 Working Hours Restriction and Penalties For Non-Compliance

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

Contractor shall comply with State Labor Code § 1777.5, and shall maintain and keep accurate records of apprentices who are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency; and shall certify these records upon request by the City.

8.9 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.

8.10 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.

8.11 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.

8.12 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.
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:

Richard Belmudez, City Manager

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHER & WYNDER, LLP

Eric L. Dunn, City Attorney

CONTRACTOR:

GREER’S CONTRACTING AND CONCRETE, INC.,

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 the Board, President, and Vice President; and B. Secretary, Assistant Secretary, Treasurer, or Chief Financial Officer.)

(CORPORATE SEAL)
ATTEST

______________________________
[END OF SIGNATURES]
ATTACHMENT 1

GENERAL SUMMARY SPECIAL FEDERAL PROVISIONS

The following Federal Provisions and the attached exhibits herewith become binding on the contractor(s) and incorporated in the Bid Document in entirety.

1. The Contractor and the Sub-contractor(s) shall perform all work in accordance with the project plans and specifications, including all stipulations designed to meet diversified Federal Environmental Architectural, the Architectural Barrier Act of 1968, as amended; the Americans with Disabilities Act of 1990, Public Law 101-336, as amended.

2. The Contractor and the Sub-contractor(s) shall allow all authorized Federal State and/or County officials access to the work area, fiscal, payroll, materials and other relevant contract records. All relevant records must be retained for at least five years.

3. The Contractor and the Sub-contractor(s) shall comply with the Lead Based Paint Poisoning Prevention Act and the Implementation Regulations (24 CFR 35) issued pursuant thereto and any amendments thereof.

4. The Contractor and the Sub-contractor(s) shall comply with Section 503 of the Rehabilitation Act of 1973 (P.L. 93-112) and the Implementation Regulations (41 CFR 60-741) issued pursuant thereto and any amendments thereof.

5. The Contractor and the Sub-contractor(s) shall comply with Section 40-2, Vietnam Era Veterans Adjustment Assistance Act of 1974 and the Implementation Regulations (41 CFR 60-250) issued pursuant there to an any amendment thereof.

6. The Contractor and the Sub-contractor(s) shall comply with the Title IV of the Civil Rights Act of 1964 and the Title VIII of the Civil Rights Act of 1963 and any amendment thereof.

7. For projects $100,000 or over the Contractor and the Sub-contractor(s) shall comply with Clean Air Act of 1963 (P.L. 90-148) and the Federal Water Pollution Act (P.L. 52-500), as amended and all applicable standards or regulations (40 CFR Part 15 and 61) issued pursuant to the said acts.

8. For projects $2,000 or over, the Contractor and the Sub-contractor(s) shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC a-276 a-5), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5) and any amendments thereof. Pursuant to the said regulations, Exhibit B-1 and B-2 entitled “Federal Labor Standards Provisions” and “Federal Prevailing Wage Decision” respectively are herewith attached.

9. The Contractor and Sub-contractor(s) shall comply with the Copeland Anti Kickback Act (40 USC 276 C) and the Implementation regulations (29 CFR 3) issued pursuant thereto and any amendments thereof. Exhibit B-1 contains the key provisions of the said act.
10. For construction projects $2,000 or over, or other projects $2,500 or more which utilize mechanics or laborers the Contractor and the Sub-contractor(s) shall comply with the Contract Work Hours and Safety Standards Act (40 USC 327-332) and the Implementation Regulations (29 CFR 5) issued pursuant thereto and any amendments thereof. **Exhibit B-1** contains the key provisions of the said act.

11. For projects $25,000 or over the Contractor shall provide one sign board to be located as directed by the owner. The sign board shall be mounted in an acceptable manner and constructed as shown and specified in **Exhibit B-3**. Additional information can be added to the project sign at the request of the project sponsor.

12. The Contractor shall comply with all laws, ordinances and regulations applicable to the work. If the Contractor ascertains at any time that any of the requirements of the contract are at variance with applicable law, ordinances, regulations or building code requirements, he shall promptly notify the owner and the Executive Director of Riverside County's Economic Development Agency and shall not proceed with the work in question, except at his own risk, until the owner and the said Director has had an opportunity to determine the extent of the responsibility for the variance and the appropriate corrective actions undertaken.

13. The Contractor shall complete and execute the attached Certification of Bidder Regarding Segregated Facilities **Exhibit B-4**.

14. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, 24 CFR Part 85 or Uniform Requirements for Assistance to State and Local Governments, Circular A-102; Whichever is applicable.

15. For projects $10,000 or over the Contractor shall furnish to the owner, a Performance bond, a Payment bond, and Materials Bond executed as surety by a corporation acceptable to the owner and authorized to issue surety bonds in the State of California. Such a performance bond and a payment bond and materials bond shall be for one hundred percent (100%) of the total contract price. (Attached herewith are recommended formats for said bonds, **Exhibits PA-1 and PA-2**.

16. The Contractor and the Sub-contractor(s) shall comply with Section 3 of The Housing and Community Development Act of 1968 and the regulations (24 CFR 125) issued pursuant thereto and amendments thereof. Pursuant to the said act, the Contractor and the Sub-contractor(s) shall comply with the attached County of Riverside Section 3 Policy and Requirements **Exhibits B-5 and B-6**.

17. Along with the bid, the Contractor shall submit the attached, **Exhibit B-7**, certification that "he fully understands the diversified Federal requirements imposed on the Contractor(s) of HUD funded construction projects."
18. Wherever applicable, the Contractor and the Sub-contractor(s) shall comply with Section 109 of The Housing and Community Development Act of 1974 and the Implementation Regulations (24 CFR 570.601) issued pursuant thereto and any amendments thereof.

19. For projects $100,000 or over the Contractor shall submit a Bid Guarantee Bond in an amount no less that 5% of the total contract price, along with the bid.

20. The Contractor and Sub-contractor(s) shall comply with the Affirmative Action Reporting Requirements by completing the attachment Exhibit B-6 entitled, "Contractor Certification for Affirmative Action."

21. 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.

22. The Questionnaire Regarding Bidders Exhibit B-8 and List of Sub-contractors Exhibit B-9 are considered part of the Federal Contracting Requirements and are included in the bid document. Both documents are required to be completed by the Prime Contractor.
Attachment 1
Certification of Diversified Federal Construction Contract Related Requirements

I hereby certify that I have reviewed the diversified Federal Construction Contract related requirements imposed on the Contractor(s) of HUD funded construction projects, and fully understand all my obligations if the project is awarded to me.

______________________________________
Project Title

$ __________________________
Amount of Contract

______________________________________
Contractor (Type/Print)

______________________________________
Address

________________________  ____________  ____________
City                  State               Zip

______________________________________
Signature

______________________________________
Title (Type/Print)

______________________________________
Date

RETURN WITH BID
Applicability
The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates) under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 12150140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendations of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b)(ii) of (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bone fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contract the same prime contractor, or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part
of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section (b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(v) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section (b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 023-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under 29 CFR 5.5 (a)(3)(i) and that such information is correct and complete;

2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they 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, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the
journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee’s level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 of this paragraph and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarmment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarmment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor’s firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., “Federal Housing Adminis- tration transactions”, provides in part: “Whoever, for the purpose of . . . influencing in any way the action of such Administration makes, utters or publishes any statement knowing the same to be false, shall be fined not more than $5,000 or imprisoned not more than two years, or both.”

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable only where the amount of the prime contract exceeds $100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subpara-
graph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory); for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor with or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable only where the amount of the prime contract exceeds $100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, 40 USC 3701 et seq.

(3) The Contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.
(e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 Definitions.

As used in the regulations in this part:

(a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, railways, aqueducts, tunnels, sewers, mains, powerlines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.

(b) The terms "construction," "prosecution," "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.

(c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.

(d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.

(e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or building or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of any contractual relationship alleged to exist between him and the real employer.

(f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise; and an officer or agent of such corporation.

(g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies, and instrumentalities.

Section 3.3 Weekly statement with respect to payment of wages.

(a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
(b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by 29 CFR Part 3 and 5 during the preceding weekly payroll period. This statement shall be presented by the contractor or subcontractor to or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 349, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractor Optimal Use)" or on any form identical wording. Sample copies of WH 347 and WH 349 may be obtained from the Government Contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.

(c) The requirements of this section shall not apply to any contract of $2,000 or less.

(d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exceptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

[29 F.R. 95, Jan. 4, 1964, as amended at 33 F.R. 10116, July 17, 1968]

Section 3.4 Submission of weekly statements and the preservation and inspection of weekly payroll records.

(a) Each weekly statement required under §3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or at the office of the contractor or subcontractor, within such time as a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, each statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.

(b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the names and addresses of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

(a) Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.

(b) Any deduction of amounts previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when each or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.

(c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
(d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents. Provided, however, that the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, either directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.

(c) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.

(f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.

(g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.

(h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Fund's, United Charities, United Fund's, and similar charitable organizations.

(i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.

(j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 531 of this title. When such a deduction is made the additional records required under § 516.27 (1) of this title shall be kept.

Section 3.6 Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under § 3.5. The Secretary may grant permission whenever he finds that:

(a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;

(b) The deduction is not otherwise prohibited by law;

(c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and

(d) The deduction serves the convenience and interest of the employee.
Section 3.7 Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under § 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

(a) The application shall be in writing and shall be addressed to the Secretary of Labor.

(b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.

(c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of § 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.

(d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.

(e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of § 3.6, and shall notify the applicant in writing of his decision.

Section 3.9 Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under § 3.6 are prohibited.

Section 3.10 Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized as work subject to the Ceylon Act.

Section 3.11 Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with each of the regulations in this part as may be applicable. In this regard, see § 5.5 (a) of this subtitle.
Attachment 1

Certification of Diversified Federal Construction Contract Related Requirements

I hereby certify that I have reviewed the diversified Federal Construction Contract related requirements imposed on the Contractor(s) of HUD funded construction projects, and fully understand all my obligations if the project is awarded to me.

D Street Area Enhancement at 2nd Street

Project Title

$ 494,661.00
Amount of Contract

Greer's Contracting & Concrete Inc.

Contractor (Type/Print)

21490 Garfield Road

Address

Perris CA 92570
City State Zip

John Greer
Signature

John Greer-President/Owner

Title (Type/Print)

4/20/2019
Date

RETURN WITH BID
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12316-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (INCLUDE ZIP CODE)
Greer's Contracting & Concrete Inc.
21490 Garfield Road
Perris, CA 92570

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

☐ Yes  ☐ No

2. Compliance reports were required to be filed in connection with such contract or subcontract.

☐ Yes  ☐ No

3. Bidder has filed all compliance reports due under applicable instruction, including SF-100.

☐ Yes  ☐ No  ☐ None required

4. Have you ever been or are you being considered for action due to violation of Executive Order 11246, as amended?

☐ Yes  ☐ No

NAME AND TITLE OF SIGNER (PRINT OR TYPE)
John Greer-President/Owner

SIGNATURE

[Signature]

DATE
4/20/2019

HUD-950.1(11-78)
Replaces Form HUD-4238.CD-1, which is Obsolete

38A

RETURN WITH BID
FEDERAL PREVAILING WAGE DECISION

(CA 190025, Modification Number 2, Dated 2-15-19) is hereby incorporated by this reference as though set forth in full herein.

Insert most recent (10 days prior to bid opening) wage decision at this point.

2-1 LABOR STANDARDS REQUIREMENTS - PRECONSTRUCTION PHASE. A construction project covered by Federal labor standards requires a series of specific actions prior to the actual start of construction. Those actions are:

a. obtaining an applicable wage determination for the project;
b. including that wage determination (and any modifications) in the bid documents (where there is competitive bidding or in invitations for proposals);
c. including appropriate labor standards provisions and the wage determination in the construction contract;

2-2 CONSTRUCTION WAGE DETERMINATION - DEFINITION. All construction bid documents and contracts or analogous instruments covered by Federal labor standards must contain a current and applicable wage determination issued by the Department of Labor. The term "wage determination" includes the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

Reference: Handbook 1344.1 Federal Labor Standards Compliance in Housing and Community Development Programs; paragraph 2-1, section 1 paragraph 1-1.

OBTAINING WAGE DETERMINATIONS

Project wage determinations are obtained through the submission of Standard Form SF-308 to the Department of Labor (DOL) by the:

City of Perris

The Agency will submit the appropriate form to the HUD Field Office Labor Relations Staff for the most current wage decision effective 10 days before the opening of bids. Project wage determinations initially issued shall be effective for 180 calendar days from the date of such determinations. If an effective wage determination is not used in the period of its effectiveness it is void. Initial endorsement or start of construction, whichever occurs first, will serve to "lock in" the wage determination. Allow a least 30 days for processing such requests to HUD.
CITY OF PERRIS

SECTION 3 AFFIRMATIVE ACTION PROGRAM
AFFIRMATIVE ACTION POLICY STATEMENT

The City of Perris, as the Block Grant Administrator, shall take Affirmative Action to insure to the greatest extent feasible that:

1. Contracts for work (involving both construction and non-construction projects) funded from Community Development moneys be awarded to business located in and/or owned in substantial part by persons residing within the Section 3 covered project area.

2. That lower income residents of said project area are to be provided, to the greatest extent feasible, employment and training opportunities emanating from such contracts.

It will be established policy to:

1. Enlist the support of community agencies, schools and unions in the recruitment, hiring and training of low income persons residing within Section 3 project areas.

2. To insure that project area business are afforded a maximum feasible opportunity to bid on contracts.

3. To insure that contractors understand and comply with their obligations under the Act (24 CFR Part 135).

4. To provide a system to periodically monitor and evaluate that effectiveness with which the plan is being carried out.

To insure that we continue to meet our obligations and commitments we have developed a Section 3 Affirmative Action Program. All contractors and sub-contractors are expected to demonstrate a spirit of support and cooperation in the implementation of this program.

The City Manager of the City of Perris will be responsible for the implementation, administration, and monitoring of our policy and program.

Date: March 9, 2011

II

DEFINITION OF TERMS

1. Business concerns located within the Section 3 covered project area: Means those individuals or firms located within the relevant Section 3 covered project area as determined, pursuant to 24 CFR 135.15.
2. Business concerns owned in substantial part by persons residing in the Section 3 covered project area: Means those business concerns which are five (5) percent or more owned by persons residing within the relevant Section 3 covered project as determined pursuant to 24 CFR 135.15.

3. Contracting party Means any entity which contracts with a contractor for the performance of work in connection with a Section 3 covered project.

4. Contractor. Means any entity which performs work in connection with a Section covered project.

5. Lower income resident of the area: A person residing in the community Development Block Grant project area of the City of Perris whose annual family income does not exceed eighty (80) percent of the median income. (Calculations are to be based on the median income level as reported by HUD).

6. Project area: In most cases the project area will be bounded by the City limits (or participants' City limits as applicable). However, priority shall be given to persons living within the City’s Impact Areas.

III SPECIFIC AFFIRMATIVE ACTION STEPS

In order to comply with Section 3 regulations affirmative action must be taken. This affirmative action will be at least extensive and specific as the following:

1. Each contractor and sub-contractor shall incorporate in all contracts for work in connection with a Section 3 covered project the following Section 3 Clause:

   Every applicant, recipient, contracting party, contractor, and sub-contractor shall incorporate, or cause to be incorporated, in all contracts for work in connection with Section 3 covered project, the following clause (referred to as a Section 3 Clause):

The work to be performed under this contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development, and is subject to the requirements of Section 3 of the Housing and Urban Development act of 1968, as amended, 12 U.S.C. 176. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

The parties to this contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 570, and all applicable rules and orders of the Department issued hereunder prior to the execution of this contract. The parties to this contract certify and agree that they
are under no contractual or other disability which would prevent them from complying with these requirements.

The contractor will send to each labor organization, or representative or workers, with which he has collective bargaining agreement or other contract, or understanding, if any, a notice advising the said labor organization or workers; representative of his commitments under this Section 3 Clause and shall post copies of the notice in a conspicuous place available to employees and applicants for employment or training.

The contractor will include this Section 3 Clause in every sub-tier contract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, that appropriate action pursuant to the sub-tier contract upon finding that the sub-contractor is in violation of the regulations issued by the Secretary of Housing, and Urban Development, 24 CFR 570. The contractor will not enter into any sub-tier contract with any sub contractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 570 and will not let any sub-contract unless the sub-contractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 570, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and sub-contractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR 135.

2. All contractors and their sub-contractors shall include as part of their bid proposal a copy of their Section 3 Affirmative Action Plan. The Program should include the following:

1. A preliminary statement of workforce needs (skilled, semi-skilled, unskilled labor and trainees by category).

2. Goals (in percentage) relative to utilization of lower income persons in project area.

3. Goals relative to the project dollar amount of sub-contractors to be awarded to project area business

<table>
<thead>
<tr>
<th>IV</th>
<th>DISSEMINATION OF SECTION 3 PROGRAM POLICY</th>
</tr>
</thead>
<tbody>
<tr>
<td>In order that all contractors of the City of Perris have a full understanding of the City's position regarding this Section 3 Affirmative Action Plan the following procedures will be initiated:</td>
<td></td>
</tr>
</tbody>
</table>
1. All advertisements and invitations to bid will include the City's Section 3 Affirmative Action Plan requirements.

2. All Community Development Block Grant contracts will include the City's Section 3 Affirmative Action Plan.

3. The Section 3 Grievance Procedure and signs shall be placed at construction sites identifying the project as a Section 3 covered project.

V

PROGRAM EVALUATION

Pursuant to Section 3 requirements (24 CFR 1325.20) the City of Perris, as Block Grant Administrator, shall assist and actively cooperate with the Department of Housing and Urban Development in insuring the compliance of our contractors and sub-contractors.

All contractors shall:

1. Maintain a list of all lower income area residents who have applied whether on their own or on referral from any source.

2. Set forth evidence, acceptable to the City Manager of the City of Perris that its actions were not an attempt to circumvent program requirements, if vacant apprentice or trainee positions in its organization are filled immediately prior to undertaking work pursuant to a Section 3 covered project.

VI

COMPLAINT PROCEDURE

Any low income resident of a project area for him/herself or as a representative of persons similarly situated, seeking employment or training opportunities with a contractor or sub-contractor, or any business concern located in, or owned in substantial part by persons residing within a project area seeking contract opportunities from any contractor or sub-contractor for personally or by an authorized representative file a grievance alleging non-compliance with Section 3, these regulations, or obligations undertaken pursuant thereto.

A grievance must be filed not later than ninety (90) days from the date of the action (or omission) upon which the grievance is based.

Complaints or questions regarding compliance relative to these regulations should be addressed to:

City Manager of the City of Perris
101 N. D Street, Perris, CA 92570
(951) 943-6100
CONTRACTOR CERTIFICATION FOR AFFIRMATIVE ACTION

Project Title: ________________________________  Amount of  __________

Contract: Contractor (Type/Print): ____________________________________________

Address: ____________________________  City: ______________  State: __  Zip: ______

The undersigned hereby certifies that he/she has read and understands City of Perris
Section 3 Affirmative Action Program and further, certifies adoption of, and adherence to,
said program.

__________________________________________  ____________________________
Name and Title (Print/Type)  Signature

___________________________
Date

RETURN WITH BID
CONTRACTOR CERTIFICATION FOR AFFIRMATIVE ACTION

D Street Area Enhancement at 2nd Street

Project Title: ___________________________ Amount of $494,567.00

Contract: Contractor (Type/Print): Greer's Contracting & Concrete Inc.

Perris CA 92570

Address: 21490 Garfield Road City: ______________ State: __ Zip: ______

The undersigned hereby certifies that he/she has read and understands City of Perris Section 3 Affirmative Action Program and further, certifies adoption of, and adherence to, said program.

John Greer-President/Owner
Name and Title (Print/Type)

John Greer
Signature

4/20/2019
Date
CONTRACTOR(S) CERTIFICATION ON FEDERAL CONTRACT REQUIREMENTS

I hereby certify that I have reviewed the diversified Federal Construction Contract related requirements imposed on the Contractor(s) of HUD funded construction projects, and fully understand all my obligations if the project is awarded to me.

D Street Area Enhancement at 2nd Street

Project Title

$494,661.00
Amount of Contract

Greer's Contracting & Concrete Inc.
Contractor (Type/Print)

21490 Garfield Road
Address

Perris CA 92570
City State Zip

John Greer
Signature
President-Owner

Title (Type/Print)
4/20/2019
Date

RETURN WITH BID
**QUESTIONNAIRE REGARDING BIDDERS**

Engaged in the contracting business under the present name of Greer's Contracting & Concrete Inc for 30 years.

List work experience of a nature similar to that covered in this proposal for the last three contracts performed. If none, so indicate.

<table>
<thead>
<tr>
<th>YEAR</th>
<th>TYPE OF WORK</th>
<th>CONTRACT AMOUNT</th>
<th>LOCATION</th>
<th>FOR WHOM PERFORMED</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>Concrete Sidewalk</td>
<td>217,850.00</td>
<td>Enchanted Height</td>
<td>City Of Perris</td>
</tr>
<tr>
<td>2017</td>
<td>Block Wall</td>
<td>1,300,000.00</td>
<td>Perris Blvd</td>
<td>City Of Perris</td>
</tr>
<tr>
<td>2016</td>
<td>ADA Ramp-Sidewalk</td>
<td>200,000.00</td>
<td>Various Locations-Perris</td>
<td>City Of Perris</td>
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</tbody>
</table>

Because this project is Federally Funded, it is necessary to obtain information concerning minority group participation for statistical purposes. The U.S. Department of Housing and Urban Development (HUD) uses this information to determine the degree to which its programs are being utilized by minority contractors.

A minority enterprise is defined by the Federal Government as a business that is 50% or more minority owned.

Please check applicable box concerning the ownership of your business:

- [ ] American Indian or Native Alaskan
- [ ] Asian or Pacific Islander
- [x] Black
- [ ] Hispanic
- [ ] White
- [ ] Female
- [ ] Other (Specify) ________________________________

State of California Contractor's License No.: 905082
Expiration Date: March 31, 2021

RETURN WITH BID
## LIST OF SUB-CONTRACTORS

<table>
<thead>
<tr>
<th>SUB-CONTRACTORS</th>
<th>FED. I.D.#</th>
<th>AMOUNT</th>
<th>ADDRESS/PHONE NO.</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS Electrical</td>
<td>949905</td>
<td>20% 1191</td>
<td>Magnolia Corona, CA 92879</td>
<td>No</td>
</tr>
<tr>
<td>Ascension Constructor</td>
<td>1003094</td>
<td>10% 7211 Haven Ave. Alta Loma CA 91701</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

## SUPPLIERS

<table>
<thead>
<tr>
<th>NAME OF SUPPLIER</th>
<th>ADDRESS/PHONE NO.</th>
<th>MINORITY OWNED YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chandlers Aggregates</td>
<td>PO Box 78450 Corona, CA 92877 (951) 277-3900</td>
<td>No</td>
</tr>
<tr>
<td>Holiday Rock</td>
<td>1401 N. Benson Ave Upland CA 91786</td>
<td>No</td>
</tr>
<tr>
<td>Walter Wholesale Electric</td>
<td>425 W Rider Street (951) 943-7708</td>
<td>No</td>
</tr>
<tr>
<td>Superior Ready Mix</td>
<td>1508 W. Mission Rd Escondido, CA 9209 (760) 745-0555</td>
<td>No</td>
</tr>
</tbody>
</table>

**CONTRACT AMOUNT** 494,641.00

**FEDERAL I.D. #** 81-1181820

This form is to be filled out and submitted with your bid.
NOTICE TO ALL BIDDERS

Completion and submittal of all enclosed forms including, but not limited to sheets BF-9 & BF-10 is required and must be included with original bid. Failure to submit the required documents shall be deemed as an incomplete bid and shall not be considered by City as a valid bid.

BID FORM

Bid Date: April 29, 2019
Time: 2:00 p.m. (PST)
Place: Active Bidder http://www.cityofperris.org/city-hall/bids.html
Project: D Street Area Enhancements at 2nd Street Project (Specification No. #CIP S-007-2018-19)

TO THE CITY OF PERRIS, hereinafter called the Agency, the undersigned, as Bidder, declares that he has carefully examined the location of the project, that he has examined the plans and specifications and addenda (if any), and has read the information for Bidders, and hereby proposes and agrees, if this bid is accepted, to furnish all materials to do all work required to complete the said plans and specifications in the time and manner herein prescribed for the Bid Price set forth in the Schedule of Bid Items.

Proposal of Greer's Contracting & Concrete Inc, hereinafter called "Bidder", organized and existing under the laws of the State of California, doing business as Corporation. Insert "a corporation", "a partnership", "a joint venture", or "an individual", as applicable.

No separate payment will be made for any item that is not specifically set forth in the Schedule of Bid Items. All costs, therefore, shall be included in the prices named in the Schedule of Bid Items for the various appurtenant items of work. In case of discrepancy between words and figures, words shall prevail.

By submission of this Bid, each Bidder certifies, and in the case of a joint Bid, each party thereto certifies, as to his own organization that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor. Since time is of the essence, Bidder hereby agrees to commence work under this Contract on May 28, 2019 and to fully complete all work on or before the 90th calendar day after receiving the Notice to Proceed. Bidder agrees with the Agency that if the project is not fully completed within said time, he shall pay as liquidated damages the sum of $1,000.00 (one thousand dollars) for each calendar day thereafter until such completion and that this amount shall be presumed to be the amount of damages sustained by Agency in the event of such a breach by Bidder, as it would be impracticable or extremely difficult to fix the actual damage. The undersigned, as Bidder proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the following prices, to wit:

BF-1
### D Street Area Enhancements at 2nd Street
(SPEC. NO. # CIP S-007-2018-19)

Bidder (Company Name): Greer's Contracting & Concrete Inc.

#### Bid Schedule

<table>
<thead>
<tr>
<th>BID ITEM NO.</th>
<th>ESTIMATED QUANTITY AND UNIT</th>
<th>ITEM DESCRIPTION</th>
<th>UNIT PRICE (FIGURES)</th>
<th>TOTAL (FIGURES) (A x B=C)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>L.S.</td>
<td>Mobilization/Remobilization</td>
<td>$10,000.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Roadway Excavation, Demolition, Earthwork, Clear and Grub</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>3.</td>
<td>L.S.</td>
<td>Water Pollution Control</td>
<td>$4,000.00</td>
<td>$4,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Protect in place, remove and replace, remove and relocate, adjust to grade signs, trees, utility boxes, irrigation lines and appurtenances, electrical lines, benches, trash receptacles, manholes, meters, concrete wheel stops, fences, building facades/columns, etc. not specifically defined elsewhere in bid (but see bid item #4 for water valve covers, #35 for interlocking pavers, #36 irrigation system, and #37 &amp; #38 for trees)</td>
<td>$6,500.00</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>5.</td>
<td>L.S.</td>
<td>Provide Phased Traffic Control throughout project and provide traffic control plans prepared and stamped by a Traffic Engineer, and submit to City for review and approval with encroachment permit application</td>
<td>$20,000.00</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>6.</td>
<td>117 TN</td>
<td>Asphalt Concrete</td>
<td>$150.00</td>
<td>$17,550.00</td>
</tr>
<tr>
<td>7.</td>
<td>160 TN</td>
<td>Aggregate Base</td>
<td>$40.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>8.</td>
<td>34 L.F.</td>
<td>Construct Type A-6 Curb and Gutter per Riv. Co. Std. No. 200 and Per Plans and Specifications</td>
<td>$150.00</td>
<td>$5,100.00</td>
</tr>
</tbody>
</table>

BF-2A
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>Construct 6&quot; Type D Curb per Riv. Co. Std. No. 204 or as Modified on Plans and Specifications</td>
<td>210 L.F.</td>
<td>L.F.</td>
<td>$45.00</td>
<td>$9,450.00</td>
</tr>
<tr>
<td>10</td>
<td>Construct PCC Sidewalk per Riv. Co. Std. Nos. 400 and 401 and Per Plans and Specifications</td>
<td>381 S.F.</td>
<td>S.F.</td>
<td>$12.00</td>
<td>$4,572.00</td>
</tr>
<tr>
<td>11</td>
<td>Construct 6&quot; thick PCC over 95% compacted native (parking area)</td>
<td>1,210 L.F.</td>
<td>L.F.</td>
<td>$6.50</td>
<td>$7,865.00</td>
</tr>
<tr>
<td>12</td>
<td>Construct PCC Cross Gutter per Riv. Co. Std. No. 209 and Per Plans and Specifications</td>
<td>593 S.F.</td>
<td>S.F.</td>
<td>$16.00</td>
<td>$9,488.00</td>
</tr>
<tr>
<td>13</td>
<td>Construct PCC Driveway, 748 s.f., per Riv. Co. Std. No. 207A and as Modified Per Plans and Specifications</td>
<td>1 EA</td>
<td>EA</td>
<td>$7,500.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>14</td>
<td>Construct Signing, Striping, Pavement Markers Per Plans and Specifications</td>
<td>L.S.</td>
<td>L.S.</td>
<td>$8,000.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>15</td>
<td>Provide and Install 4&quot; Schedule 40 PVC sleeve, with pull rope, for future irrigation Per Plans and Specifications</td>
<td>74 L.F.</td>
<td>L.F.</td>
<td>$45.00</td>
<td>$3,330.00</td>
</tr>
<tr>
<td>16</td>
<td>Provide and Install decomposed granite, compacted, and a minimum of 4&quot; thick per City Standard</td>
<td>192 S.F.</td>
<td>S.F.</td>
<td>$35.00</td>
<td>$6,720.00</td>
</tr>
<tr>
<td>17</td>
<td>Cold Plane Asphalt Concrete Per Plans and Specifications</td>
<td>3,200 S.F.</td>
<td>S.F.</td>
<td>$1.25</td>
<td>$4,000.00</td>
</tr>
<tr>
<td>18</td>
<td>Construct Colored PCC Paving at 2nd St. and D St. Per Plans and Specifications</td>
<td>2,313 S.F.</td>
<td>S.F.</td>
<td>$8.00</td>
<td>$18,504.00</td>
</tr>
<tr>
<td>19</td>
<td>Construct 12&quot; wide integral color concrete band at 2nd St. and D St. Per Plans and Specifications</td>
<td>205 L.F.</td>
<td>L.F.</td>
<td>$27.00</td>
<td>$5,535.00</td>
</tr>
<tr>
<td>20</td>
<td>Provide and Install 4&quot; diameter steel bollards Per Plans and Specifications</td>
<td>5 EA</td>
<td>EA</td>
<td>$500.00</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>21</td>
<td>Adjust water valve covers to grade</td>
<td>4 EA</td>
<td>EA</td>
<td>$175.00</td>
<td>$700.00</td>
</tr>
</tbody>
</table>

BF-2B
<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Quantity</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>22.</td>
<td>Provide and install Detectable Warning Surface per Riv. Co. and ADA Stds.</td>
<td>3 EA</td>
<td>$1000.00</td>
<td>$3000.00</td>
</tr>
<tr>
<td>23.</td>
<td>Construct 4&quot; Type &quot;C&quot; Rolled Curb per Riv. Co. Std. 202 or as modified Per Plans and Specifications</td>
<td>81 LF</td>
<td>$75.00</td>
<td>$6075.00</td>
</tr>
<tr>
<td>24.</td>
<td>Construct Access Ramp per Riv. Co. Std. No. 403 Case A or as Modified Per Plans and Specifications</td>
<td>3 EA</td>
<td>$3000.00</td>
<td>$9000.00</td>
</tr>
<tr>
<td>25.</td>
<td>Provide and Install Crack Seal Per Plans and Specifications</td>
<td>L.S.</td>
<td>$5000.00</td>
<td>$5000.00</td>
</tr>
<tr>
<td>26.</td>
<td>Remove and Relocate Existing Commercial Box Signage to new poles and provide all electrical as required Per Plans and Specifications</td>
<td>L.S.</td>
<td>$15000.00</td>
<td>$15000.00</td>
</tr>
<tr>
<td>27.</td>
<td>Remove and dispose existing commercial sign poles, provide and install new commercial sign poles, Per Plans and Specifications</td>
<td>L.S.</td>
<td>$6500.00</td>
<td>$6500.00</td>
</tr>
<tr>
<td>28.</td>
<td>Provide and install commercial sign pole structural footings, stamped engineering details and calculations, inspections and documentation per Plans and Specifications</td>
<td>L.S.</td>
<td>$12000.00</td>
<td>$12000.00</td>
</tr>
<tr>
<td>29.</td>
<td>Tree Removal and Trimming Per Plans and Specifications</td>
<td>1 EA</td>
<td>$2500.00</td>
<td>$2500.00</td>
</tr>
<tr>
<td>30.</td>
<td>Construction Staking (Surveying)</td>
<td>L.S.</td>
<td>$6500.00</td>
<td>$6500.00</td>
</tr>
</tbody>
</table>

**2. BID SCHEDULE- LANDSCAPING WORK:**

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Area</th>
<th>Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>31.</td>
<td>Provide and install 'corner plaza' interlock pavers and complete Section per Plans and Specifications (4&quot; Class II Base)</td>
<td>1,180 S.F.</td>
<td>$22.00</td>
<td>$25960.00</td>
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</tbody>
</table>

BF-2C
<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Provide and install interlock pavers with mortar base in pedestrian areas per Plans and Specifications (no-reinforcement required)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>32</td>
<td>220 L.F.</td>
<td>$25.00</td>
<td>$5500.00</td>
<td></td>
</tr>
</tbody>
</table>

Provide and install 'rail pattern' 'Vehicular' '80MM' interlock pavers and complete Section per Plans and Specifications (8' Class II Base)

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Provide and install interlock pavers with mortar base in vehicular areas per Plans and Specifications (Reinforcement #3 Rebar required)</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>33</td>
<td>747 S.F.</td>
<td>$35.00</td>
<td>$41085.00</td>
<td></td>
</tr>
</tbody>
</table>

Provide and install new/reinstall undamaged pavers from demolition of S/W & N/W corners at Intersection of 4th and 2nd St., per 'corner plaza' and 'railroad' paver detail and paver specifications, and match existing paver pattern and color per Plans and Specifications

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Review existing irrigation system at N/W corner of 4th and 2nd St., and provide new/reinstall undamaged modified irrigation system from demolition, and provide all materials and services necessary to complete, fully automatic irrigation system with 100% coverage, including control wiring, valves, utility boxes, spray heads, tree irrigation/root watering system piping, etc.</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>35</td>
<td>L.S.</td>
<td>$8000.00</td>
<td>$8000.00</td>
<td></td>
</tr>
</tbody>
</table>

Provide and install new 36" box tree (Tipuana Tipu) per Plans and Specifications

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Provide and install Deep Root barrier per Plans and Specifications</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>37</td>
<td>1 EA.</td>
<td>$600.00</td>
<td>$600.00</td>
<td></td>
</tr>
</tbody>
</table>

3.) BID SCHEDULE- ELECTRICAL/LIGHTING WORK:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Provide and install circuit breakers in existing street light panel per Plans and Specifications - Sheet E101</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>39</td>
<td>(1)20A,2P</td>
<td>$750.00</td>
<td>$2250.00</td>
<td></td>
</tr>
</tbody>
</table>

Provide and install multi-pole lighting contactors in existing street light panel SLA per Plans and Specifications - Sheet E101

<p>| | | | | |</p>
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<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>40</td>
<td>3 EA</td>
<td>$1200.00</td>
<td>$3600.00</td>
<td></td>
</tr>
</tbody>
</table>

BF-2D
<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>41.</td>
<td>Provide and install 1&quot; conduit to bollards and Clock Tower per Plans and Specifications - Sheets E102</td>
<td>110 L.F.</td>
<td>$65.00</td>
<td>$7,150.00</td>
</tr>
<tr>
<td>42.</td>
<td>Provide and install 1.5&quot; conduit to street lights per Plans and Specifications - Sheets E102</td>
<td>106 L.F.</td>
<td>$45.00</td>
<td>$4,770.00</td>
</tr>
<tr>
<td>43.</td>
<td>Provide and install pullboxes and handholes with ground rod and boll-down cover and cover reading per Plans and Specifications – Detail A, Sheet E100</td>
<td>1 EA</td>
<td>$5,000.00</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>44.</td>
<td>Provide and install street light pole assembly Type 'A' with S/I cord per Plans and Specifications – Sheets E101, E102</td>
<td>2 EA</td>
<td>$11,000.00</td>
<td>$22,000.00</td>
</tr>
<tr>
<td>45.</td>
<td>Provide and install decorative bollard lights and structural steel sleeve Per Plans and Specifications-Fixture Type B</td>
<td>4 EA</td>
<td>$250.00</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>46.</td>
<td>Provide and install clock tower assembly Type ‘C’ per Plans and Specifications – Sheets E100, E101, E102</td>
<td>1 EA</td>
<td>$45,000.00</td>
<td>$45,000.00</td>
</tr>
<tr>
<td>47.</td>
<td>Provide and install street light pole structural footing, engineering calculations, inspections and documentation per Plans and Specifications</td>
<td>2 EA</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>48.</td>
<td>Provide and install decorative bollard structural footing, engineering calculations, inspections and documentation per Plans and Specifications</td>
<td>4 EA</td>
<td>$2,500.00</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>49.</td>
<td>Provide and install clock tower assembly structural footing, engineering calculations, inspections and documentation per Plans and Specifications</td>
<td>1 EA</td>
<td>$3,000.00</td>
<td>$3,000.00</td>
</tr>
<tr>
<td>50.</td>
<td>Provide and install trenching for underground conduits per Plans and Specifications Trench (6&quot;W. x 24&quot;D.) for installation of underground conduits per Plans and Specifications.</td>
<td>216 L.F.</td>
<td>$30.00</td>
<td>$6,480.00</td>
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</tr>
<tr>
<td><strong>51.</strong></td>
<td>6,360 L.F.</td>
<td>Provide and install #4 Cu wires per Plans and Specifications $ 1.30</td>
<td>$ 8268.00 /L.F.</td>
<td></td>
</tr>
<tr>
<td><strong>52.</strong></td>
<td>425 L.F.</td>
<td>Provide and install #8 Cu wires per Plans and Specifications $ .60</td>
<td>$ 255.00 /L.F.</td>
<td></td>
</tr>
<tr>
<td><strong>53.</strong></td>
<td>3,060 L.F.</td>
<td>Provide and install #6 Cu per Plans and Specifications $ .90</td>
<td>$ 2754.00 /L.F.</td>
<td></td>
</tr>
<tr>
<td><strong>54.</strong></td>
<td>7 EA.</td>
<td>Provide and install fuse kits per Plans and Specifications $ 300.00</td>
<td>$ 2100.00 /EA.</td>
<td></td>
</tr>
</tbody>
</table>

### 4.) BID SCHEDULE- DECORATIVE FURNISHINGS WORK:

<p>| | | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td><strong>55.</strong></td>
<td>1 EA</td>
<td>Provide and install 12' Decorative Pole Type 1 combination signs and frames per Plans and Specifications $ 2500.00</td>
</tr>
<tr>
<td><strong>56.</strong></td>
<td>1 EA</td>
<td>Provide and Install Decorative Pole Type 1 structural footing, engineering calculations, inspections and documentation per Plans and Specifications $ 2500.00</td>
</tr>
</tbody>
</table>

**GRAND TOTAL ALL BASE-BID ITEMS (1 through 56):** $ 494,661.00 (In Figures)

**GRAND TOTAL ALL BASE-BID ITEMS (1 through 56):** Four hundred four thousand six hundred sixty one dollars (In Words)

Please note the following regarding bids:

A. Award, if made, will be made to one lowest responsive, and responsible bidder, based upon lowest total of all Base Bid Schedules combined (Bid Schedules #1 through #4). The City reserves the right to reject any or all bids received.

B. Bid shall include all sales tax, and all other taxes and all other fees and permits.

C. Bid is for a project complete-in-place.

D. Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities shall require verification by City, and a written change order
will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof.

E. When discrepancies occur between words and figures, the words shall govern.

F. The work described in the bid sections above are provided for tracking of funding ratios only, and DO NOT imply that work is mutually exclusive to any certain bid section. For example, several civil bid items cover all sections of project work for landscaping, electrical, etc. (i.e. mobilization, survey, clear and grub, protect in place etc.). The bid is for a project complete in place, and full compensation for completing all work described in the Bid Document, Contract Document, Plans and Specifications shall be considered to be included in other items of work and no additional compensation will be allowed.
The undersigned, as Bidder, proposes and agrees, if the proposal is accepted, that he will execute a Contract with the Agency in the form set forth in the Contract Documents and that he will accept in full payment thereof the preceding prices as set forth in Bid Schedules.

Quantities above are for the purpose of comparison only and payments will be made on the basis of actual measurement of work completed. Measurements which vary from estimated quantities, shall require verification by City, and a written change order will be required prior to payment. For quantities indicated as lump sum, Contractor shall be paid at the Contract per lump sum price indicated, and shall include full compensation for all work and no additional compensation will be allowed thereof. Where discrepancies occur between words and figures, the words shall govern. Upon receipt of the Notice of Award, Contractor shall submit to the Agency for approval, a detailed breakdown of the Contractor's cost estimate into the various elements of materials and construction operations. When approved, this breakdown will serve as a basis for the Agency to determine partial payments.

If awarded this contract, the Bidder agrees to execute the Contract and submit the Labor and Materials Payment Bond, Contract Performance Bond, and Insurance Certificates on the required forms within ten (10) calendar days from the date of the Notice of Award. The Notice of Award shall be accompanied by the necessary Contract, Bond, and Insurance Certificate forms. In case of failure of the Bidder to execute the Contract, the Agency may at his option consider the Bidder in default, in which case the Bid Bond, or any deposit in lieu thereof, accompanying the proposal shall become the property of the Agency. Forfeiture of the Bid Bond, or any deposit in lieu thereof, does not preclude the Agency from seeking all other remedies provided by law to recover losses sustained as a result of the Contractor’s failure to execute a written agreement to perform the work at his Bid Price.

The Bidder’s execution on the signature portion of this proposal shall also constitute an endorsement and execution of those certifications which are a part of this Proposal.

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
Greer’s Contracting & Concrete Inc.

The bidder_________________________ proposed subcontractor ___________________________, hereby certifies that he has _____, has not __x__ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President’s Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

NOTE: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41CFR 60-1.7(b)(1), and must be submitted by Bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and
subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt).

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract, subject to the Executive Orders, and have not filed the required reports should note that 41 CFR 60-1.7 (b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**Noncollusion Affidavit**
*(Title United States Code Section 112 and Public Contract Code Section 7106)*

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

**Note:** The above Noncollusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.
DEBARMENT AND SUSPENSION CERTIFICATION
(Title 49, Code of Federal Regulations, Part 29)

The Bidder, under penalty of perjury, certifies that, except as noted below, he/she or any person associated therewith in the capacity of owner, partner, director, office manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntary excluded or determined ineligible by any federal agency within the past 3 years;
- Does not have a proposed debarment pending; and
- Has not be indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any manner involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.  None

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Exceptions will not necessarily result in denial of award, but will be considered in determining Bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Note: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this proposal on the signature portion thereof shall also constitute signature of this Certification.
NON LOBBYING CERTIFICATION FOR FEDERAL AID CONTRACTS

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub-recipients shall certify and disclose accordingly.

BF-6
Person who inspected site of the proposed work as a representative of your firm:

John Greer

Name (please print)  4/16/019

Date of Inspection

Bidder acknowledges receipt of the following Addenda:

Dated 4/25/2019

Name and Title of Signing Party: John Greer-President/Owner

Signature of Bidder: John Greer

905082

Contractor's California License No.

(Corporate Seal) Greer's Contracting & Concrete-John Greer

Name of License Holder

C-8, B

Type of License

3/31/2021

Expiration Date

Contact Information:

Company Name: Greer's Contracting & Concrete Inc.

Contact Person: John Greer

Title: President-Owner

Company Address: 21480 Garfield Road

Perris, CA 92570

Phone Number: (951) 233-6439

Fax Number: (951) 443-0842

BF-7
DESIGNATION OF SUBCONTRACTORS

In compliance with the provisions of section 2.3 of the Standard Specifications, the Bidder shall set forth below the name and location of the mill, shop or office of each Subcontractor and the portions of the work, which will be done by that Subcontractor.

In compliance with the provisions of Section 2-3.2 of said “Standard Specifications” Bidder understands and agrees that the Contract Work described in the Plans and Specifications No. # CIP S-007-2018-19 for the D Street Area Enhancements at 2nd Street Project requires the Contractor to perform, with its own organization, Contract Work amounting to at least 50% of the Contract Price as provided in Section 2-3.2 Additional Responsibility of the current edition of the “Standard Specifications for Public Works Construction” prepared and promulgated by the Southern California Chapters of the American Public Works Association and Associated General Contractors of California (“Greenbook”).

In compliance with the provisions of the Government Code, Section 4100-4108, the undersigned Bidder herewith sets forth the name and location of the place of business of each Subcontractor who will perform work or labor or render service to the Contractor on or about the construction site of the work or improvements in an amount in excess of one-half of one percent (¼%) of the Contractor’s total bid and the portion of the work which will be done by each Subcontractor as follows:

<table>
<thead>
<tr>
<th>Trade</th>
<th>To Be Done</th>
<th>Name*</th>
<th>License No.</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>electric</td>
<td>20%</td>
<td>PS Electrical</td>
<td>949905</td>
<td>191 Magnolia Corona, CA 92879</td>
</tr>
<tr>
<td>asphalt</td>
<td>10%</td>
<td>Ascension Constructor</td>
<td>003094 7211</td>
<td>Haven Ave. Alta Loma CA 91701</td>
</tr>
</tbody>
</table>

* Identify any DBE subcontractors (Refer to NIB-5, Item #30)
LISTING OF MANUFACTURERS

The Contractor shall submit this sheet with his Bid to list the manufacturers of materials he intends to use. It shall be understood that where the Contractor elects not to use the material manufacturers called for in the Specifications, he will indicate the name of the Manufacturer he plans to substitute in the form below. Bidder further understands he will substitute only items of equal quality, durability, functional character and efficiency as determined by the City Of Perris. See Section 01631 of these Specifications for substitution procedures and requirements. The Contractor should ascertain prior to bidding the acceptability of substitutes. Only one manufacturer shall be listed for each item.

<table>
<thead>
<tr>
<th>Specified Item or Material</th>
<th>Name of Proposed Substitute Product Manufacturer or Name of Supplier</th>
<th>Indicate DBE (*)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Decorative Lighted Bollard South Coast Lighting</td>
<td>Walters Wholesale Electric</td>
<td></td>
</tr>
<tr>
<td>Decorative Streetlight South Coast Lighting</td>
<td>Walters Wholesale Electric</td>
<td></td>
</tr>
<tr>
<td>Decorative Clock and Pole South Coast Lighting</td>
<td>Walters Wholesale Electric</td>
<td></td>
</tr>
<tr>
<td>Decorative Traffic Sign Pole South Coast Lighting</td>
<td>Walter Wholesale Electric</td>
<td></td>
</tr>
<tr>
<td>Decorative Concrete Pavers Ackee-Stone or Ocoa Paver</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asphalt Concrete</td>
<td>Holiday Rock</td>
<td></td>
</tr>
<tr>
<td>PCC Concrete</td>
<td>Superior Ready Mix</td>
<td></td>
</tr>
<tr>
<td>Class II Aggregate Base</td>
<td>Chandlers</td>
<td></td>
</tr>
</tbody>
</table>

No change shall be allowed of any material manufacturer listed after receipt of Bids unless the manufacturer so listed cannot furnish materials meeting the Specifications. Any manufacturer, which is not deemed to be equal-to or better in every significant respect to that required by the Contract Documents, shall be rejected at the sole discretion of the Agency. Should such change be allowed by the Agency, bidder shall provide materials meeting the specification, as determined by the Agency, and there shall be no increase in the amount of the Bid originally submitted.

* Identify if Supplier is a DBE.
ANTI-TRUST CLAIM

In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor or Subcontractor offers and agrees to assign to the Agency all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Public Works Contract or the Contract or the Subcontract. This assignment shall be made and become effective at the time the Agency tenders final payment to the Contractor, without further acknowledgment by the parties.

RESPECTFULLY SUBMITTED:

John Greer
Signature
John Greer-President/Owner
Title
4/16/2019
Date

Greer's Contracting & Concrete-John Greer
Please Print
21490 Garfield Road Perris, CA 92570
Address

905082
Contractor's California License No.

C-8, B
Type of License

JOHN GREER
Name of License Holder

March 31, 2021
Expiration Date

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY.

81-1181620
Federal I.D. No.

(SEAL-if Bid is by a Corporation)

ATTEST

BF-11
CERTIFICATION - LABOR CODE SECTION 1861

I, the undersigned Contractor, am aware of the provisions of section 3700 et. seq. of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I, the undersigned Contractor, agree to and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR:

Greer's Contracting & Concrete Inc.
Firm Name

John Greer
Signature

John Greer-President/Owner
Print Name

905082
Contractor's California License No.

March 31, 2021
Expiration Date

81-1181620
Federal I.D. No.

(SEAL-If Bid is by a Corporation)

ATTEST

BF-12
CERTIFICATION OF NON-DISCRIMINATION

On behalf of the Bidder making this proposal, the undersigned certifies that there will be no discrimination in employment with regard to ethnic group identification, color, religion, sex, age, physical or mental disability, or national origin; that all Federal, State, and local directives and executive orders regarding nondiscrimination in employment will be complied with; and that the principle of equal opportunity in employment will be demonstrated positively and aggressively.

DATED: April 18, 2019

Greer's Contracting & Concrete Inc.
(Name of Bidder)

John Greer
(Signature)

John Greer-President/Owner
(Typed Name and Title)

905082
California License No.

C-8, B
Type of License

Greer's Contracting & Concrete-John Greer
Name of License Holder

March 31, 2021
Expiration Date

81-111620
Federal I.D. No.

(SEAL-if Bld is by a Corporation)

ATTEST
EXPERIENCE STATEMENT

Bidder submits, as part of his bid, the following statements as to his experience qualifications. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his experience.

Bidder has been engaged in the contracting business under his present business name for 30 years.

Bidder's experience in work of a nature similar in type and magnitude to that set forth in the Specification extends over a period of 30 years.

Bidder, as Contractor, has satisfactorily completed all Contracts awarded to him, except as follows:

(Name any/all exceptions and reasons and attach and designate additional pages if necessary.)

Within the last three years, Bidder has satisfactorily completed the following contracts covering work similar in type and magnitude to that set forth in these Specifications for the following owners (name person, firms, or authorities):

<table>
<thead>
<tr>
<th>Name &amp; Address of Owner/Agency</th>
<th>Representative and Telephone</th>
<th>Type of Work, Year Completed &amp; $ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>City Of Perris-Tri Lake Consultants</td>
<td>Brad Brophy, PE (951) 954-6504</td>
<td>2018 CDBG Sidewalk Project Concrete Sidewalk $217,350.00</td>
</tr>
<tr>
<td>City Of Perris-Tri Lake Consultants</td>
<td>Sharon Erb (951) 954-6504</td>
<td>2017 Triple Crown Project Block Wall $1,300,000.00</td>
</tr>
</tbody>
</table>

(Bidder shall attach and properly designate additional pages, if necessary.)
PUBLIC WORKS CONTRACTOR REGISTRATION DOCUMENTATION

Pursuant to Section 1771.1 of the Labor Code, Bidder submits, as part of his bid, the following information verifying his and his listed subcontractors active registration with the Department of Industrial Relations and eligibility to perform public work pursuant to Section 1725.5 of the Labor Code. Bidder certifies that all statements and information set forth below are true and accurate. Bidder hereby authorizes the agency to make inquiry as appropriate regarding his and his subcontractors registration status.

<table>
<thead>
<tr>
<th>Name &amp; Address of Contractor and Subcontractor</th>
<th>Registration Number</th>
<th>Registration Date</th>
<th>Registration Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Greer's Contracting &amp; Concrete Inc. 21490 Garfield Road Perris, CA 92570 905082 C-8, B</td>
<td>1000060963</td>
<td>6/1/2018</td>
<td>6/31/2019</td>
</tr>
</tbody>
</table>

(Bidder to attach Public Works Contractor Web Search Extracts for him and his subcontractors).

BF-15
<table>
<thead>
<tr>
<th>MATERIAL</th>
<th>TEST REQUIRED</th>
<th>CALIFORNIA TEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Permeable Material</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td></td>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td></td>
<td>Durability Index</td>
<td>229</td>
</tr>
<tr>
<td>Imported Material</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td>(Shoulder Backing)</td>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td></td>
<td>Durability Index</td>
<td>229</td>
</tr>
<tr>
<td>Aggregate Subbase</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td></td>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td></td>
<td>Resistance (R-Value)</td>
<td>301</td>
</tr>
<tr>
<td>Aggregate Base</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td></td>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td></td>
<td>Resistance (R-Value)</td>
<td>301</td>
</tr>
<tr>
<td></td>
<td>Durability Index</td>
<td>229</td>
</tr>
<tr>
<td></td>
<td>Percentage of crushed particles</td>
<td>205</td>
</tr>
<tr>
<td>Screenings</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td></td>
<td>Loss in Los Angeles Rattler</td>
<td>211</td>
</tr>
<tr>
<td></td>
<td>Crushed Particles</td>
<td>205</td>
</tr>
<tr>
<td></td>
<td>Film Stripping</td>
<td>302</td>
</tr>
<tr>
<td></td>
<td>Cleanness valve</td>
<td>227</td>
</tr>
<tr>
<td>Asphalt Concrete</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td>(Except Open Graded)</td>
<td>Specific Gravity</td>
<td>206</td>
</tr>
<tr>
<td></td>
<td>(coarse &amp; fine aggregate)</td>
<td>208</td>
</tr>
<tr>
<td></td>
<td>Percentage of crushed particles</td>
<td>205</td>
</tr>
<tr>
<td></td>
<td>Loss in Los Angeles Rattler</td>
<td>211</td>
</tr>
<tr>
<td></td>
<td>Sand Equivalent</td>
<td>217</td>
</tr>
<tr>
<td></td>
<td>Film Stripping</td>
<td>302</td>
</tr>
<tr>
<td></td>
<td>Kc Factor (CKE)</td>
<td>303</td>
</tr>
<tr>
<td></td>
<td>Kf Factor (CKE)</td>
<td>303</td>
</tr>
<tr>
<td></td>
<td>Stabilometer</td>
<td>368</td>
</tr>
<tr>
<td></td>
<td>Swell</td>
<td>305</td>
</tr>
<tr>
<td></td>
<td>Moisture Vapor Susceptibility</td>
<td>307</td>
</tr>
<tr>
<td></td>
<td>Optimum Bitumen Content*</td>
<td>367</td>
</tr>
<tr>
<td>Open Graded AC, Asphalt Treated</td>
<td>Grading</td>
<td>202</td>
</tr>
<tr>
<td>Permeable Material,</td>
<td>Crushed Particles</td>
<td>205</td>
</tr>
<tr>
<td>Asphalt Treated</td>
<td>Loss in Los Angeles Rattler</td>
<td>211</td>
</tr>
<tr>
<td>Permeable Base</td>
<td>(500 revolutions)</td>
<td>229</td>
</tr>
<tr>
<td></td>
<td>Durability Index</td>
<td>310 or 362 or 379</td>
</tr>
</tbody>
</table>

*(Not shown in Construction Manual, use CDE frequency.)

Note: Should any potential source sampling and testing be waived by reason of previous acceptance of material from the source, there will be no reduction in contract prices by reason of such waiver.

**See landscape Plans, if applicable, for information regarding these required tests.

FOREIGN MATERIALS – The requirements of the fifth paragraph in Section 6-1-08, "Foreign Materials," of the Standard Specifications shall not apply.
CERTIFICATE OF INSURANCE

AGENCY:           CITY OF PERRIS

DESCRIPTION:     D Street Area Enhancements at 2nd Street
                 (Specification No. #CIP S-007-2018-19)

TYPE OF INSURANCE:  WORKERS’ COMPENSATION INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 30 days advance written notice by registered mail to the agency and City Public Works Director prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Effective Date</th>
<th>Expiration Date</th>
</tr>
</thead>
</table>

The insurance provided by said policies complies in all respects as to coverage and limits of liability with the requirements of the Workers' Compensation Insurance Laws of the State of California.
EFFECTIVE: ______________________

Named Insured ___________________________ Insurance Company ___________________________

Street Number ___________________________ Street Number ___________________________

City and State ___________________________ City and State ___________________________

Insurance Company Agent for Service of process in California

__________________________________________ (Authorized Representative)
(Aattach Acknowledgement)

(Company)

(Name) (Company)

(Street Number) (Street Number)

(City) (City and State)

(Telephone Number) (Telephone Number)

NOTICE: No Substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.
STATE OF CALIFORNIA  

COUNTY OF _______________)

) ss.

On this ___ day of ____________, 201__ before me personally came

_______________________________________ known to me or proved to me on the basis of satisfactory evidence, who being duly sworn, did depose and say

that ___________________________________________ is an authorized representative of the ___________________________________________ and

acknowledged to me that ___________________________________________ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the date in this certificate first above written.

___________________________________________

Notary Public in and for said County and State

Cl-1C
CERTIFICATE OF INSURANCE

AGENCY: CITY OF PERRIS

DESCRIPTION: D Street Area Enhancements at 2nd Street
(Specification No. #CIP S-007-2018-19)

TYPE OF INSURANCE: COMPREHENSIVE GENERAL LIABILITY INSURANCE

THIS IS TO CERTIFY that the policies of insurance listed below have been issued by the company named below in conformance with the requirements set forth in the Agency's Contract Documents, and that said policies are now in force.

Said company will give at least 30 days advance written notice by registered mail to the Agency and City Public works Director prior to any material change or cancellation of said policies.

Nothing contained in this Certificate of Insurance shall be construed as an amendment to an existing insurance coverage.

<table>
<thead>
<tr>
<th>Policy Number</th>
<th>Date Effective</th>
<th>Date Expiration</th>
<th>Limits of Liability</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Property Damage</td>
</tr>
</tbody>
</table>

The following types of coverage are included in this policy (indicated by "X" in space):

- Manufacturers' and Contractors' Yes ___ No ___
- Owners' and Contractors' Protective Yes ___ No ___
- Blanket Contractual Yes ___ No ___
- Completed Operations Yes ___ No ___
- Owned Automobiles Yes ___ No ___
- Hired Automobiles Yes ___ No ___
- Non-Owned Automobiles Yes ___ No ___
- Broad Form Property Damage Yes ___ No ___
- "XCU" Exposure Yes ___ No ___
ENDORSEMENT:

The City of Perris, and each of his officers, agents, and employees are named as additional insured under these policies but only while acting in their capacity as such and only as respects operations of the original named insured, his subcontractors, agents, and employees in the performance of the above-referenced contract.

This endorsement shall not operate to increase the Company's total limits of liability under the above-listed policies.

All of the above policies of insurance shall be primary insurance and shall name the City of Perris, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, and 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 to the City.

EFFECTIVE: ______________________

<table>
<thead>
<tr>
<th>Named Insured</th>
<th>Insurance Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Number</td>
<td>Street Number</td>
</tr>
<tr>
<td>City and State</td>
<td>City and State</td>
</tr>
<tr>
<td>Insurance Company agent for</td>
<td></td>
</tr>
<tr>
<td>service of process in California</td>
<td></td>
</tr>
</tbody>
</table>

By _____________________________ (Authorized Representative)

(Authorized Representative)

(Company)

(Street Number)

(Street Number)

(Telephone Number)

(Telephone Number)

NOTICE: No substitution or revision to this certificate will be accepted. If the insurance called for is provided by more than one company, a separate certificate, using this format, shall be provided for each company.

CI-2B
On this ___ day of ______________, 20___ before me personally came ____________________________ known to me or proved to me on the basis of satisfactory evidence, who being duly sworn, did deposing and say that ________________________________ is an authorized representative of the ________________________________ and acknowledged to me that ________________________________ executed the within instrument on behalf of said insurance company.

IN WITNESS WHEREOF, I have signed and affixed my Official Seal on the date in this certificate first above written.

____________________________
Notary Public in and for said County and State

(SEAL)

Commission expires ____________________
CONTRACT PERFORMANCE BOND
(CALIFORNIA PUBLIC WORK)

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, THE CITY OF PERRIS, (sometimes referred to hereinafter as "Obligee" has awarded to ____________________________ (hereinafter designated as the "Contractor"), a contract for the work described as follows:

D Street Area Enhancements at 2nd Street (Specification No. #CIP S-007-2018-19) (hereinafter referred to as the "Public Work Contract"); and

WHEREAS, the work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated __________, (hereinafter referred to as the "Public Work Contract"), which Public Work Contract is incorporated herein by this reference; and

WHEREAS, The Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof:

NOW, THEREFORE, we, ____________________________, the undersigned Contractor, as Principal, and ____________________________, a corporation organized and existing under the laws of the State of ____________________________, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the ____________________________, in the sum of ____________________________ Dollars ($ ____________), said sum being not less than 100 percent of the total amount payable by the said Obligee under the terms of the said Public Work Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the bounden Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or its part, to be kept and performed at the time in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In case suit is brought upon this bond, the said Surety will pay to Obligee a reasonable attorney's fee to be fixed by the Court.
The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Public Work Contract or to the work to be performed hereunder or the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

No final settlement between the Obligee and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency's costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12 month period to warranty the work.

IN WITNESS WHEREOF, this document has been executed this ___ day of __________, 2019.

PRINCIPAL:

By________________________

SURETY:

__________________________

BY________________________

Attorney-in-Fact

The rate of premium on this bond is _________ per thousand.

The total amount of premium charged: $_______________. (The above must be filled in by corporate surety.

IMPORTANT:

Surety companies executing Bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the State where the Project is located.

THIS IS A REQUIRED FORM

CPB-2
Any claims under this bond may be addressed to:

(Name and Address of Surety)  

(Name and Address of Agent or Representative for service of process in California, if different from above)

(Telephone Number of Surety and Agent or Representative for service of process in California)

THIS IS A REQUIRED FORM
STATE OF CALIFORNIA )
COUNTY OF ___________ ) ss.

On this ___ day of __________________, in the year ______, before me, _______________________, a Notary Public in and for said state,

personally appeared _______________________, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument as the

Attorney-in-Fact of the

____________________________(Surety) and acknowledged to me that he subscribed the name of the

____________________________(Surety) thereto and his own name as Attorney-in-Fact.

Notary Public in and for said State

(SEAL)

Commission expires _______________________

NOTE: A copy of the Power of Attorney to local representatives of the bonding company must be attached hereto.
CONTRACT PERFORMANCE BONDS
CERTIFICATE OF CONTRACTOR

I, ________________________________, certify that I am a/the ________________________ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY: ________________________________

NAME AND TITLE OF SIGNING PARTY: ________________________________

SIGNATURE: ________________________________

__________________________________________
Contractor's California License No.

__________________________________________
Name of License Holder

__________________________________________
Type of License

__________________________________________
Expiration Date

(CORPORATE SEAL)

ATTEST:

__________________________________________

THIS IS A REQUIRED FORM

CPB-5
PAYMENT BOND  
(CALIFORNIA PUBLIC WORK)  

KNOW ALL MEN BY THESE PRESENTS:  

THAT WHEREAS, CITY OF PERRIS (referred to hereinafter as "obligee") has awarded to  
______________________________ (hereinafter designated as the  
"Contractor") an agreement dated _____________________, for work described as follows:  

D Street Area Enhancements at 2nd Street (Specification No. #CIP S-007-2018-19) (hereinafter  
referred to as the "Public Work Contract"); and  

WHEREAS said Contractor is required to furnish a bond in connection with said Public  
Works Contract, providing that if said Contractor, or any of his or its Subcontractors, shall  
fail to pay for any materials, provisions, provender or other supplies or teams used in,  
upon, for or about the performance of the work contracted to be done, or for any work or  
labor done thereon of any kind, or for amounts due under the Unemployment Insurance  
Code, or for any amounts required to be deducted, withheld, and paid over to the  
Contractor and his Subcontractors pursuant to Section 18806 of the Revenue and Taxation  
Code with respect to such work or labor, that the Surety on this bond will pay the same  
together with a reasonable attorney’s fee (to be fixed by the court) in case suit is brought  
on the bond;  

NOW, THEREFORE, we, ____________________________, the undersigned  
Contractor, as Principal, and ____________________________, a  
corporation organized and existing under the laws of the State of  
__________________________, and duly authorized to transact business under the laws of  
the State of California, as Surety, are held and firmly bound unto the  
__________________________,and to any and all material, men,  
persons, companies or corporations furnishing materials, provisions, provender or other  
supplies used in, upon, for or about the performance of the said Public Work, and all  
persons, companies, or corporations renting or hiring teams, or implements or machinery,  
for or contributing to said Public Work to be done, and all persons performing work or labor  
upon the same and all persons supplying both work and materials as aforesaid, excepting  
the said Contractor, in the sum of ____________________________  
(words) Dollars ($__________________), said sum being not less than 100 percent of the  
total amount payable by the said Obligee under the terms of the said Public Work Contract,  
for which payment will and truly to be made, we bind ourselves, our heirs, executors and  
administrators, successors and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH that, if said Contractor, his or its heirs, executors, administrators, successors or assigns, or Subcontractors, shall fail to pay for any materials, provisions, implements or machinery used in, upon, for or about the performance of the Public Work contracted to be done, or to pay for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of said employees of said Contractor and his Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor as required by the provisions of Section 3247 through 3252 of the Civil Code, the Surety or Sureties hereon will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety or Sureties will pay a reasonable attorney fee to be fixed by the Court. In addition to the provisions herein above, it is agreed that this bond will insure to the benefit of any and all persons, companies, and corporations entitled to serve stop notices under Section 3181 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

No final settlement between the Obligee and the Contractor hereunder shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

Principal and Surety agree that if the Agency is required to engage the services of an attorney in connection with the enforcement of this bond, the Principal and Surety shall be jointly and severally liable for all of the Agency’s costs and reasonable attorney fees, whether or not litigation or arbitration is actually commenced to enforce the bond.

Principal and Surety agree that after completion and acceptance of the work by Agency, 10% value of the bond shall remain in effect for a 12 month period to warranty the work.
IN WITNESS WHEREOF, we have hereunto set our hands and seals this
_____ day of ____________, 2019.

PRINCIPAL:

______________________________

By ___________________________

SURETY:

______________________________

By ___________________________

Attorney-in-Fact

IMPORTANT: Surety companies executing Bonds must appear on the Treasury
Department’s most current list (Circular 570 as amended) and be authorized to transact
business in the State where the Project is located.

Any claims under this bond may be addressed to:

(Name and Address of Surety) ________________________________

______________________________________________

______________________________________________

(Name and Address of Agent or Representative for service of process in Cali-
foria, if different from above)

______________________________________________

______________________________________________

(Telephone Number of Surety and Agent or Representative for service of process in
California)

______________________________

THIS IS A REQUIRED FORM
STATE OF CALIFORNIA

COUNTY OF ____________

) ss.

On this _____ day of __________________, in the year _____, before me,
______________________________, a Notary Public in and for said state,

personally appeared ____________________________________________________, known
to me, or proved to me on the basis of satisfactory evidence, to be the person whose name
is subscribed to the within instrument as the
Attorney-in-Fact of the __________________________________________________
(Surety) and acknowledged to me that he subscribed the name of the
_______________________________(Surety) thereto and his
own name as Attorney-in-Fact.

__________________________________________
Notary Public in and for said State

(SEAL)

Commission expires ____________________________

NOTE: A copy of the Power of Attorney to local representatives of the bonding
company must be attached hereto.

THIS IS A REQUIRED FORM
PAYMENT BOND
CERTIFICATE OF CONTRACTOR

I, ________________________________, certify that I am a/the _____________________________ (specify either partner or specific corporate office) of the Contractor names as Principal on the above-referenced bond. I further certify that the Principal is an entity in good standing having complied with all applicable laws and regulations and that I have been given the express power on behalf of the Principal to execute this bond.

NAME OF ENTITY: ________________________________

NAME AND TITLE OF SIGNING PARTY: ________________________________

SIGNATURE: ________________________________

____________________________________
Contractor's California License No.

____________________________________
Name of License Holder

____________________________________
Type of License

____________________________________
Expiration Date

(CORPORATE SEAL)

ATTEST:

____________________________________

THIS IS A REQUIRED FORM

PB-5
CERTIFICATE OF CONTRACTOR

I, ________________________________, certify that I am a/the ________________________________ (designate sole proprietor, partner in partnership, or specify corporate office, e.g., secretary) in the entity named as CONTRACTOR in the foregoing contract.

I hereby expressly certify that the name of the entity to which I am associated is ________________________________; that this entity is in good standing and has complied with all applicable laws and regulations, and that I have been expressly authorized by the proper parties in this entity to execute this Contract on behalf of the above named entity.

SIGNATURE OF CONTRACTOR: ________________________________

Contractor's California License No. ________________________________

Name of License Holder ________________________________

Type of License ________________________________

Expiration Date ________________________________

(CORPORATE SEAL)

ATTEST:

______________________________
PROJECT SIGN
(For Community Development Block Grant Funded Projects)

Example: On Site project sign required to be constructed by the successful bidder.

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT
ENGINEERING ADMINISTRATION DIVISION

CITY COUNCIL:
Michael M. Vargas, Mayor
Malcom Corona, Council Member
David Starr Rabb, Council Member
Marisela Magana, Mayor Pro Tem
Rita Rogers, Council Member

(Dark red letters on white background)

D STREET AREA ENHANCEMENT PROJECT AT 2ND STREET (CIP #S-007-2018-19)
PROJECT COST-$494,661.00

CONTRACTOR-Greer's Contracting and Concrete, Inc.
21490 Garfield Road
Perris, CA 92570

ENGINEER- Tri-Lake Engineering, Inc.
24 S. D Street, Suite 100
Perris, CA 92570

(Blue letters on white background)

FUNDED BY: U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

EQUAL OPPORTUNITY - AFFIRMATIVE ACTION EMPLOYER

EXECUTIVE ORDER 11246 AND SECTION 3 OF HOUSING AND URBAN
DEVELOPMENT ACT OF 1968
(White letters on blue background)
CERTIFICATION OF BIDDER REGARDING SEGREGATED FACILITIES

Project Number CIP S-007-2018-19

Greer's Contracting & Concrete Inc. D Street Area Enhancement at 2nd Street
Prime Contractor Project Name

The undersigned hereby certifies that no Segregated Facilities will be maintained

John Greer
Name of Signer (Print or Type)

Signature

President-Owner

Title

4/20/2019
Date

RETURN WITH BID
CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2019
SUBJECT: Annual Engineer’s Report for Maintenance District No. 84-1 (FY 2019-2020)

REQUESTED ACTION: 1. Adoption of Resolution Preliminarily Approving the Engineer’s Report

2. Adoption of Resolution of Intention to Levy and Collect Annual Assessments under MD 84-1 and setting a public hearing date of June 11, 2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: MD 84-1 includes residential tracts and commercial developments throughout the City as located on the Diagram within the attached Engineer’s Report (Exhibit B). On March 12, 2019, the City ordered this year’s Report which provides annual funding for the maintenance of street lights and traffic signals constructed in conjunction with new development.

BUDGET (or FISCAL) IMPACT: The total proposed assessment levy for FY 2019-2020 is $912,624.32. This funding will provide for the energy and maintenance expense of 4,004 street lights and 69 traffic signals.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
1. Engineer’s Report
2. Resolution Preliminarily Approving the Engineer’s Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under MD 84-1 and setting a public hearing date of June 11, 2019
Consent: x
Public Hearing:
Business Item:
Presentation:
Other:
CITY OF PERRIS

MAINTENANCE DISTRICT NO. 84-1

FISCAL YEAR 2019/20
ENGINEER'S ANNUAL LEVY REPORT

INTENT MEETING: MAY 14, 2019
PUBLIC HEARING: JUNE 11, 2019
ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Maintenance District No. 84-1
City of Perris,
County of Riverside, State of California

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2019/20, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 14th day of May, 2019.

HABIB M. MOTLAGH
City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

RON CARR
Interim Director of Finance
CITY OF PERRIS
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 14th day of May, 2019. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 11th day of June, 2019 by adoption of Resolution No. ______ of the City Council.

NANCY SALAZAR
City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
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I. OVERVIEW

A. INTRODUCTION

To ensure that vehicles, bicycles and pedestrians move as smoothly, and as safely as possible, street lights and traffic signals are constructed on public streets. These facilities are considered important for public convenience and safety. The City Council (the "Council") previously formed Maintenance District No. 84-1 (the "District") to provide funding for a portion of the expense of the ongoing maintenance and servicing of public street lights and traffic signals within the boundaries of the City of Perris (the "City").

By increasing visibility, illuminated streets prevent accidents, especially pedestrian accidents. The lighting benefit is directly related to safety and property protection and therefore increases the perceived and actual usability and value of residential, commercial and industrial properties.

Traffic signals provide an additional benefit to pedestrians by permitting the crossing of streets that otherwise could not have been crossed safely. Vehicular accidents are reduced by assigning a right of way to conflicting movements of traffic at an intersection. Traffic signals increase the traffic capacity of an intersection while increasing the safely and the efficiency of both pedestrian and vehicular traffic.

B. AUTHORITY FOR THE REPORT

This Report is prepared pursuant to a Resolution of the City Council ordering an Engineer's Report and in compliance with the requirements of Chapter 1, Article 4, Landscaping and Lighting Act of 1972, being Part 2, Division 15, Sections 22500 through 22679 of the Streets and Highways Code, State of California. This report covers the period from July 1, 2019 to June 30, 2020.

This Report includes plans and specifications for the improvements, an estimate of the costs of the improvements, a listing of the proposed assessment against the parcels or lots that benefit from the improvements and a diagram of the assessment district showing the boundary of the District. The Report is hereby presented to the City Council for its review and preliminary approval as presented. Or, preliminarily approved as the City Council may determine it should be modified.

After the Report is preliminarily approved, the City Council may adopt a resolution of intention that describes the improvements, refers to the Report for details of the district, and sets a time and place for a public hearing on the proposed levy of assessments.

As further detailed in the following section, Section II, Description of the District, assessments are levied under this District to provide for the maintenance and servicing of street lights and traffic signals that provide a measure of safety and enhance pedestrian and vehicular ingress and egress to assessed residential, commercial and industrial properties. These facilities were constructed as a condition of approval for, and as a consequence of, the development of the parcels within the District.
The 1972 Act, in Section 22573, states that the "net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements." Details of the formula being used to spread the assessments throughout this District are detailed in Section IV, Method of Assessment.

C. PROPOSITION 218

In November 1996 voters of the State of California passed Proposition 218 that added Article XIIIId to the California Constitution requiring new procedures for assessment districts. Article XIIIId requires that assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from the procedural and approval requirements are set forth in Section 5 of the Article and include the following:

“(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”

Each year the current maximum annual assessment shall be increased by an amount equal to the Southern California Edison rate increase(s) effective in subsequent years as approved by the California State Public Utilities Commission. Said inflation factor included in the Resolution of Intention approved for the levy of assessments prior to the implementation of Proposition 218.

II. DESCRIPTION OF THE DISTRICT

A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or construction of standard public lighting facilities.
- The installation or construction of traffic signals.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing street light or traffic signal otherwise authorized pursuant to this section.
- Incidental expenses associated with the improvements include, but are not limited to:
  - The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
  - The costs of printing, advertising, and the publishing, posting and mailing of notices;
  - Compensation payable to the County for collection of assessments;
  - Compensation of any engineer or attorney employed to render services;
• Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
• Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including the repair, removal, or replacement of all or any part of any lighting or traffic signal improvement.

B. DESCRIPTION OF IMPROVEMENTS TO BE MAINTAINED AND SERVICED

Generally, the work to be performed consists of the energy and maintenance costs of approximately 4,004 street lights and 69 traffic signals, all located within the City of Perris. Energy is provided by Southern California Edison (SCE). Rates for energy shall be those authorized by the Public Utilities Commission, State of California.

The street lighting and traffic signal system shall be maintained and serviced to provide standard illumination and traffic control as required by the City Engineer. The street lights are owned and maintained by SCE. The traffic signals are owned and maintained by the City of Perris. Maintenance shall include but not be limited to removal, repair, replacement or relocation of light standards, traffic signals, poles, bulbs, fixtures, circuits and all appurtenances.

The street light improvements are shown on the SCE Street Light Atlas Maps. The traffic signals are shown on the City of Perris Traffic Signal Location Map. Said Atlas and Map are on file in the City of Perris Office of Community Development and are made a part of this report to the same extent as if said documents were attached hereto.

The location of the traffic signals to be maintained and operated, including future signals, is as follows:

1. 4th Street and "D" Street
2. 4th Street and "G" Street
3. 4th Street and Perris Boulevard
4. 4th Street and Wilkerson Avenue
5. Case Road and entry to PM 33266 (future)
6. Ethanac and Case Roads
7. Ethanac and I-215 – southbound
8. Ethanac and Murrieta Roads
9. Ethanac and Trumble Roads
10. Evans Road and Anira Court

11. Evans Road and Belserra Gate (future)
12. Evans Road and Citrus Avenue
13. Evans Road & Kestral Gate
14. Evans Road and Orange Avenue
15. Evans Road and Sparrow Way
16. Goetz Road and Cai Court
17. Goetz Road and Case Road
18. Goetz Road and Ellis Avenue (future)
19. Goetz and Ethanac Roads
20. Goetz Road and Fieldstone Drive

21. Goetz Road and Monument Parkway
22. Harley Knox Boulevard and Indian Avenue
23. Harley Knox Boulevard and Patterson Avenue
24. Harley Knox Boulevard and Redlands Avenue
25. Harley Knox Boulevard and Western Way

26. Indian Avenue and Gibraltar Avenue
27. Indian Avenue and Markham Street
28. Indian Avenue and Morgan Street
29. Indian Avenue and Rider Street
30. Mapes and Trumble Roads

31. May Ranch Parkway and Evans Road
32. Murrieta Road and Green Valley Parkway (future)
33. Nuevo and Dunlap Roads
34. Nuevo Road and El Nido Avenue (future)
35. Nuevo and Evans Roads

36. Nuevo and Murrieta Roads
37. Nuevo Road and Old Nuevo Road and Perris Plaza
38. Nuevo Road and Redlands Avenue
39. Nuevo Road and Towne Centre and Perris Plaza
40. Nuevo Road and Wilson Avenue

41. Perris Boulevard and 11th Street/ Case Road
42. Perris Boulevard and Citrus Avenue
43. Perris Boulevard and Crossroads Court and Perris Plaza
44. Perris Boulevard and Dawes Street
45. Perris Boulevard and Gallant Fox

46. Perris Boulevard and Harley Knox Boulevard
47. Perris Boulevard and Jarvis Street
48. Perris Boulevard and Markham Street
49. Perris Boulevard and Mildred Street
50. Perris Boulevard and Morgan Street

51. Perris Boulevard and Nuevo Road
52. Perris Boulevard and Orange Avenue
53. Perris Boulevard and Orangetree Drive
54. Perris Boulevard and Perry Street
55. Perris Boulevard and Placentia Avenue
56. Perris Boulevard and Ramona Expressway
57. Perris Boulevard and Rider Street
58. Perris Boulevard and Sinclair Street
59. Perris Boulevard and Spectrum
60. Perris Boulevard and Walnut Avenue (future)

61. Ramona Expressway and Bradley Road
62. Ramona Expressway and Evans Road
63. Ramona Expressway and Fair Way and Avalon Parkway
64. Ramona Expressway and Indian Avenue
65. Ramona Expressway and Redlands Avenue

66. Ramona Expressway and Rider Street
67. Redlands Avenue and Dale Street
68. Redlands Avenue and Jarvis Street (future)
69. Redlands Avenue and Markham Street
70. Redlands and Orange Avenues

71. Redlands and San Jacinto Avenues
72. Rider Street and Bradley Road
73. Rider Street and Evans Road
74. Rider Street and Redlands Avenue (future)
75. Rider Street and Sherman Road

76. San Jacinto Avenue and Diana Street
77. Webster Avenue and Markham Street (future)
78. Webster Avenue and Nance Street

III. ESTIMATED COSTS OF IMPROVEMENTS

The District provides funding for the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the installed street lights and traffic signals. These services and materials include the furnishing of electric current, processing of Edison contracts and payments, processing of traffic signal maintenance contracts and payments, and the maintenance of atlas maps. The tax roll reserve is an advance for a portion of the estimated costs of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. Incidental costs include City administration, engineering and county collection expenses.

The estimated costs of maintenance and servicing the District improvements are shown on Exhibit A, Costs of Improvements.
IV. METHOD OF APPORTIONMENT

A. SPECIAL BENEFIT ANALYSIS
The City of Perris has determined that street lights and traffic signals are an integral part of the quality of life within the City. Through the adoption of policies, resolutions, ordinances and codes, development within the City is subject to the completion of certain standards and conditions of approval.

Maintenance District No. 84-1 was formed by the City of Perris to assure funding in perpetuity for the continued maintenance and servicing of street lights and traffic signals constructed in conjunction with new development. Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these facilities.

Development within the City is subject to standards established for the spacing, location and type of street light. Traffic studies are completed in order to establish the impact of the development and the resultant need for traffic control, including the upgrade or installation of traffic signals. With illuminated streets and the controlled orderly circulation of traffic, these facilities convey a benefit to the development.

The operation and maintenance of these facilities are for the express, special benefit of the parcels within the District. In addition to obtaining the City's approval to develop, the construction and proper maintenance of these facilities enhance ingress and egress to the property, visibility, efficient and safe traffic movement, property protection, and personal safety.

B. GENERAL BENEFIT ANALYSIS
In addition to the special benefit received by the parcels within the District, there are incidental general benefits conferred by the improvements. The cost of the general benefit is to be contributed by the City and not assessed to the parcels in the District.

This cost for street lights is equal to the unit cost difference between a 9,500-lumen light and a light with greater lumens. A 9,500-lumen light is the standard required on a local street. Streets lights with lumens greater than 9,500 provide further illumination in order to service a capacity greater than the local traffic.

The cost of the general benefit provided by the traffic signals is equal to the proportionate share of the total average daily trips (ADTs) that do not originate or depart from the areas within the District. For the purposes of this report, the general benefit share of the total ADTs will be referred to as "pass-through" ADTs.

For example, if the total ADTs for a given street equals 100 ADTs and the pass-through ADTs equal 20 ADTs, then the general benefit cost for the traffic signal(s) on that given street would be 20% of the total yearly cost.

An additional City contribution is to be made for the general benefit's share of the system management expenses. The general benefit's share of the system management expenses is equal to the general benefit's share of the total energy and maintenance costs.
C. ASSESSMENT METHODOLOGY

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and apartments and commercial/manufacturing has been established at 4.2 residential lots to one acre based on the general density of the City as a whole. Pending the recordation of final maps, the benefit is assessed according to the residential lots or nonresidential acreage within the proposed development.

<table>
<thead>
<tr>
<th>Land Use</th>
<th>Equivalent Benefit Units</th>
</tr>
</thead>
<tbody>
<tr>
<td>Residential</td>
<td>1 EBU per Unit</td>
</tr>
<tr>
<td>Non-Residential</td>
<td>4.2 EBUs per Acre</td>
</tr>
</tbody>
</table>

At the time of street light construction, and as a condition of approval, a payment is made to the City by the developer for the energy and maintenance costs incurred during the initial 18-month period. No parcel or portion thereof is assessed prior to the completion of the initial 18-month period.

Each year, a review is made of the SCE Street Light Atlas Maps to document the energize date of newly constructed streets lights. Based on the energize date, parcels are assessed according to the completion of the initial 18-month period.

For example, for this year's levy, no parcel is assessed if the area's street light(s) was energized after October 1, 2018. The following lists the parameters for the completion of the initial 18-month period for the levy of Fiscal Year 2019/20 assessments:

<table>
<thead>
<tr>
<th>Street Light Energize Date</th>
<th>Percent of EBU Assessed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior to January 1, 2018</td>
<td>100%</td>
</tr>
<tr>
<td>Between January 1, 2018 and March 31, 2018</td>
<td>75%</td>
</tr>
<tr>
<td>Between April 1, 2018 and June 30, 2018</td>
<td>50%</td>
</tr>
<tr>
<td>Between July 1, 2018 and September 30, 2018</td>
<td>25%</td>
</tr>
<tr>
<td>After October 1, 2018</td>
<td>0%</td>
</tr>
</tbody>
</table>

D. ASSESSMENT RATE

The dollar per assessment unit value for Fiscal Year 2019/20 is calculated as follows:

\[
\frac{\text{Balance to Assessment}}{\text{Total Units}} = \frac{912,624.32}{19,719.75} = 46.28
\]

For the specific assessment on each parcel, reference is made to Exhibit C, Fiscal Year 2019/20 Assessment Roll, included herein.
V. ASSESSMENT ROLL

The Assessment Roll stating the net amount to be assessed upon assessable lands within the District for fiscal year 2019/20 is shown in Exhibit C. The information included therein was obtained from the Fiscal Year 2018/19 Secured Roll from the County of Riverside, Office of the Assessor.

Upon approval of the Engineer’s Annual Levy Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll in Fiscal Year 2019/20. If the parcels or assessment numbers within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor’s Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.

VI. DIAGRAM OF DISTRICT

Each lot or parcel within the District is identified by the Riverside County Assessor’s parcel number. Reference is made to the Riverside County Assessor’s maps for descriptions of the lines and dimensions of each lot or parcel within the District.

The FY 2019/20 Diagram is incorporated herein as Exhibit B.
# EXHIBIT A – COST OF IMPROVEMENTS

## FISCAL YEAR 2019/20 COST ESTIMATE
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS

<table>
<thead>
<tr>
<th>Item</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2019/20 Street Light Costs (see Part I)</strong></td>
<td>$627,760.50</td>
</tr>
<tr>
<td><strong>2019/20 Traffic Signal Costs (see Part II)</strong></td>
<td></td>
</tr>
<tr>
<td>Traffic Signal Energy Costs</td>
<td>$60,048.20</td>
</tr>
<tr>
<td>Traffic Signal Maintenance Costs</td>
<td>119,132.55</td>
</tr>
<tr>
<td>Capital Improvement/Repair Fund</td>
<td>292,500.00</td>
</tr>
<tr>
<td><strong>Total Traffic Signal Costs</strong></td>
<td>$471,680.75</td>
</tr>
<tr>
<td>Tax Roll Reserve</td>
<td>$496,174.05</td>
</tr>
<tr>
<td><strong>Systems Management</strong></td>
<td></td>
</tr>
<tr>
<td>Administration &amp; Operations</td>
<td>$71,293.00</td>
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<tr>
<td>Office of the City Clerk</td>
<td>1,300.00</td>
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<tr>
<td>Assessment Engineering</td>
<td>18,500.00</td>
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<tr>
<td>County Charges</td>
<td>6,700.00</td>
</tr>
<tr>
<td><strong>Total Systems Management</strong></td>
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<tr>
<td><strong>Subtotal</strong></td>
<td>$1,693,408.30</td>
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<tr>
<td><strong>2018/19 Tax Roll Reserve</strong></td>
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<tr>
<td><strong>2018/19 Estimated Surplus</strong></td>
<td>$90,018.84</td>
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<tr>
<td><strong>Less General Contribution</strong></td>
<td></td>
</tr>
<tr>
<td>2019/20 Street Light Costs (see Part I)</td>
<td>$63,829.44</td>
</tr>
<tr>
<td>2019/20 Traffic Signal Costs (see Part II)</td>
<td>124,321.15</td>
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<tr>
<td>2019/20 Systems Management</td>
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<td><strong>Less Total General Contribution</strong></td>
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<tr>
<td><strong>Balance to Assessment</strong></td>
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### I. FISCAL YEAR 2019/20 STREET LIGHTING COSTS

**MAINTENANCE DISTRICT NO. 84-1**

**CITY OF PERRIS**

<table>
<thead>
<tr>
<th>Street Lights</th>
<th>Number of Lights</th>
<th>Number of Months</th>
<th>Total Cost per Month</th>
<th>Total Annual Cost</th>
<th>General Cost per Month</th>
<th>Total General Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>5,800 Lumen</td>
<td>5</td>
<td>12</td>
<td>$10.81</td>
<td>$648.60</td>
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<td></td>
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<tr>
<td>8,000 Lumen</td>
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<td>12</td>
<td>$12.69</td>
<td>2,741.04</td>
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</tr>
<tr>
<td>9,500 Lumen</td>
<td>2,701</td>
<td>12</td>
<td>$11.75</td>
<td>380,841.00</td>
<td>105.75</td>
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<tr>
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<td>9</td>
<td>11.75</td>
<td>105.75</td>
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<td></td>
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<tr>
<td>9,500 Lumen</td>
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<td>6</td>
<td>11.75</td>
<td>211.50</td>
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<td></td>
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<tr>
<td>9,500 Lumen</td>
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<td>3</td>
<td>11.75</td>
<td>0.00</td>
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<td></td>
</tr>
<tr>
<td>16,000 Lumen</td>
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<td>12</td>
<td>$14.21</td>
<td>341.04</td>
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<tr>
<td>22,000 Lumen</td>
<td>1,237</td>
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<td>$15.99</td>
<td>237,355.56</td>
<td>4.24</td>
<td>62,938.56</td>
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<tr>
<td>22,000 Lumen</td>
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<td>9</td>
<td>15.99</td>
<td>1,583.01</td>
<td>4.24</td>
<td>419.76</td>
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<tr>
<td>22,000 Lumen</td>
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<td>6</td>
<td>15.99</td>
<td>191.88</td>
<td>4.24</td>
<td>50.88</td>
</tr>
<tr>
<td>22,000 Lumen</td>
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<td>3</td>
<td>15.99</td>
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<td>0.00</td>
</tr>
<tr>
<td>22,500 Lumen</td>
<td>7</td>
<td>12</td>
<td>$16.05</td>
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<td>4.30</td>
<td>361.20</td>
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<tr>
<td>90 Watt</td>
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<td>12</td>
<td>$11.73</td>
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<td>$627,760.50</td>
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## II. FISCAL YEAR 2019/20 TRAFFIC SIGNAL COSTS

### MAINTENANCE DISTRICT NO. 84-1

#### CITY OF PERRIS

<table>
<thead>
<tr>
<th>Traffic Signal Location</th>
<th>Energy</th>
<th>Maintenance</th>
<th>Repair</th>
<th>Total</th>
<th>MD 84-1</th>
<th>City</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>4th St. &amp; D St.</td>
<td>$262.46</td>
<td>$1,710.00</td>
<td>$4,500.00</td>
<td>$6,472.46</td>
<td>$323.62</td>
<td>$6,148.84</td>
<td>$6,472.46</td>
</tr>
<tr>
<td>4th St. &amp; G Street</td>
<td>489.46</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>6,699.46</td>
<td>334.97</td>
<td>6,364.49</td>
<td>6,699.46</td>
</tr>
<tr>
<td>4th St. &amp; Perris Boulevard</td>
<td>842.93</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,052.93</td>
<td>352.65</td>
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<td>7,052.93</td>
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<tr>
<td>4th St. &amp; Wilkerson Avenue</td>
<td>925.69</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,135.69</td>
<td>713.57</td>
<td>6,422.12</td>
<td>7,135.69</td>
</tr>
<tr>
<td>Ethanac &amp; Case Rds.</td>
<td>311.17</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>6,521.17</td>
<td>2,282.41</td>
<td>4,238.76</td>
<td>6,521.17</td>
</tr>
</tbody>
</table>

*Ethanac Rd. & I-215, southbound*  
0.00  
1,205.98  
0.00  
1,205.98  
241.20  
964.79  
1,205.98

<table>
<thead>
<tr>
<th>Traffic Signal Location</th>
<th>Energy</th>
<th>Maintenance</th>
<th>Repair</th>
<th>Total</th>
<th>MD 84-1</th>
<th>City</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ethanac Rd. &amp; Murrieta Rd.</td>
<td>925.69</td>
<td>1,440.00</td>
<td>4,500.00</td>
<td>6,865.69</td>
<td>6,865.69</td>
<td>0.00</td>
<td>6,865.69</td>
</tr>
<tr>
<td>Ethanac &amp; Trumble Rds.</td>
<td>711.51</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>6,981.51</td>
<td>5,585.21</td>
<td>1,396.30</td>
<td>6,981.51</td>
</tr>
<tr>
<td>Evans Rd. &amp; Anira Court</td>
<td>1,456.57</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,666.57</td>
<td>7,666.57</td>
<td>0.00</td>
<td>7,666.57</td>
</tr>
<tr>
<td>Evans Rd. &amp; Citrus Avenue</td>
<td>925.69</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,135.69</td>
<td>6,778.91</td>
<td>356.78</td>
<td>7,135.69</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Traffic Signal Location</th>
<th>Energy</th>
<th>Maintenance</th>
<th>Repair</th>
<th>Total</th>
<th>MD 84-1</th>
<th>City</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Evans Rd. &amp; Kestral Gate</td>
<td>1,211.27</td>
<td>1,710.00</td>
<td>4,500.00</td>
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<td>7,421.27</td>
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</tr>
<tr>
<td>Evans Rd. &amp; Orange Avenue</td>
<td>925.69</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,135.69</td>
<td>4,281.41</td>
<td>2,854.28</td>
<td>7,135.69</td>
</tr>
<tr>
<td>Evans Rd. &amp; Sparrow Way</td>
<td>1,172.73</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,382.73</td>
<td>7,382.73</td>
<td>0.00</td>
<td>7,382.73</td>
</tr>
<tr>
<td>Goetz Rd. &amp; Cai Court</td>
<td>891.81</td>
<td>1,710.00</td>
<td>4,500.00</td>
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<td>6,606.10</td>
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<tr>
<td>Goetz Rd. &amp; Case Road</td>
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<td>1,697.05</td>
<td>5,091.14</td>
<td>6,788.19</td>
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</tbody>
</table>

* Maintained and operated by CALTRANS
<table>
<thead>
<tr>
<th>Traffic Signal Location</th>
<th>Energy</th>
<th>Maintenance</th>
<th>Repair</th>
<th>Total</th>
<th>FY 2019/20 Cost Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>** Goetz Rd. &amp; Ethanac Rd.</td>
<td>0.00</td>
<td>3,842.89</td>
<td>0.00</td>
<td>3,842.89</td>
<td>1,729.30</td>
</tr>
<tr>
<td>Goetz Rd. &amp; Fieldstone Dr.</td>
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<td>1,710.00</td>
<td>4,500.00</td>
<td>7,135.69</td>
<td>7,135.69</td>
</tr>
<tr>
<td>** Goetz Rd. &amp; Monument Parkway</td>
<td>0.00</td>
<td>669.51</td>
<td>0.00</td>
<td>669.51</td>
<td>669.51</td>
</tr>
<tr>
<td>Harley Knox Blvd. &amp; Indian Ave.</td>
<td>364.54</td>
<td>1,710.00</td>
<td>4,500.00</td>
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<td>6,571.54</td>
</tr>
<tr>
<td>Harley Knox Blvd. &amp; Patterson Ave.</td>
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<td>4,500.00</td>
<td>6,735.57</td>
<td>6,735.57</td>
</tr>
<tr>
<td>Harley Knox Blvd. &amp; Redlands Ave.</td>
<td>925.69</td>
<td>1,710.00</td>
<td>4,500.00</td>
<td>7,135.69</td>
<td>6,778.91</td>
</tr>
<tr>
<td>Harley Knox Blvd. &amp; Western Way</td>
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<td>1,710.00</td>
<td>4,500.00</td>
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<td>356.78</td>
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<tr>
<td>Indian Ave. &amp; Gibralter Ave.</td>
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<td>1,710.00</td>
<td>4,500.00</td>
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</tr>
<tr>
<td>Indian Ave. &amp; Markham St.</td>
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<td>4,500.00</td>
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<tr>
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<td>4,023.65</td>
</tr>
</tbody>
</table>

** Maintained and operated by the County of Riverside
<table>
<thead>
<tr>
<th>Traffic Signal Location</th>
<th>Energy</th>
<th>Maintenance</th>
<th>Repair</th>
<th>Total</th>
<th>FY 2019/20 Cost Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perris Blvd. &amp; 11th Street/Case Rd.</td>
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<td>1,710.00</td>
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<tr>
<td>Perris Blvd. &amp; Citrus Ave.</td>
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<td>Perris Blvd. &amp; Crossroad Ctr./Perris Plaza</td>
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<tr>
<td>Perris Blvd. &amp; Dawes Street</td>
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<td>Perris Blvd. &amp; Harley Knox Blvd.</td>
<td>1,145.41</td>
<td>1,710.00</td>
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<td>Perris Blvd. &amp; Markham St.</td>
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EXHIBIT B – FISCAL YEAR 2019/20 DIAGRAM

DIAGRAM OF
MAINTENANCE DISTRICT NO. 84-1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2019/2020

Legend
- CITY BOUNDARY
MD 84-1
MD 84-1 PARCELS

WILLDAN Financial Services
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") on March 12, 2019, adopted its Resolution initiating proceedings for the levy of annual assessments for Fiscal Year 2019-2020 for City of Perris Maintenance District Number 84-1 and has ordered the Engineer of Work to prepare and file a report in accordance with Sections 22565, et seq., of the California Streets and Highways Code (the "Code"); 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 the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. That the Engineer's estimate prepared by the City Engineer and Finance Director of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminarily approved and confirmed.

Section 2. That the diagram showing the District referred to and described in said report, are the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 3. That the proposed assessments upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.
ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

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 14th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS THE TIME AND PLACE FOR HEARING OBJECTIONS THERETO

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

WHEREAS, this City Council wished to levy and collect annual special assessments within those areas presently designated City of Perris Maintenance District Number 84-1 (hereinafter referred to as "District") pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code Section 22500, et seq.; and

WHEREAS, the Engineer of Work has prepared and filed with the City Clerk a report containing the matters specified in Section 22567, et seq., of the California Streets and Highways Code (the "Engineer’s Report"); and

WHEREAS, the City Council has read, reviewed and approved the Engineer’s Report as filed; and

WHEREAS, the public interest and convenience require the installation, construction, maintenance, servicing and operation of traffic signals and public lighting and appurtenant facilities within the City of Perris Maintenance District Number 84-1.

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

Section 1. That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Maintenance District Number 84-1 (the "District") for Fiscal Year 2019-2020 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of traffic signals and public lighting and facilities and the ordinary and usual maintenance, operation and servicing of certain
traffic signals and public lighting within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2018, more particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Maintenance District Number 84-1."

Section 2. That the existing improvements consist generally of traffic signal and public lighting facilities including the furnishing of electric current and this City Council does contemplate the improvement of proposed new traffic signal and public lighting facilities and including:

A. The installation or construction of traffic signal and public lighting facilities;

B. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities; and

C. The maintenance or servicing, or both, of any of the foregoing.

Section 3. That the maintenance proposed to be performed consists of the ordinary and usual maintenance, operation and servicing of traffic signal and public lighting facilities, including:

A. The installation or construction of traffic signal and public lighting facilities;

B. The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;

C. Repair, removal or replacement of all or any part of the improvements thereon;

D. Furnishing of electric current or energy, gas, or other illuminating agency for any public lighting and traffic signal facilities or for the lighting operation of any other improvements;
E. Required electrical operation, repair and replacement of traffic signal and public street lighting facilities; and

F. The furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of all works of improvement used or useful for the lighting and signalization of any public places, including ornamental standards, luminaries, poles, supports, tunnels, manholes, vaults, conduits, pipes, wires, conductors, guys, stubs, platforms, braces, transformers, insulators, contacts, switches, capacitors, meters, communication circuits, appliances, attachments and appurtenances.

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

Section 5. That, in accordance with the rates previously approved, the maximum annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the traffic signals and public lights and appurtenant facilities is equal to $46.28 per assessment unit, plus an inflation factor not to exceed the Southern California Edison rate increase(s) effective in subsequent years as approved by the California State Public Utilities Commission. That the annual assessment reflecting the costs for Fiscal Year 2019-2020 is equal to $46.28 per assessment unit.

Section 6. That this City Council has approved the Engineer’s Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer’s Report, which is fully titled “City of Perris, Maintenance District Number 84-1, Fiscal Year 2019/20 Engineer’s Annual Report” is on file in the office of the City Clerk. Reference is hereby made to the Engineer’s Report on file with the City Clerk for a full and detailed description of the existing improvements and maintenance, the boundaries of the proposed District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 7. The assessments shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

Section 8. The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer’s Report, so long as the assessments are necessary to finance the improvements specified in Section 3, herein. The assessment amounts
as contained in the Engineer's Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.

Section 9. Notice is hereby given that June 11, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed special assessments for Fiscal Year 2019-2020, and that any interested persons may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all grounds of objection and described the property within the District owned by them.

Section 10. The City Clerk shall cause this Resolution of Intention to be published once at least 10 days prior to the Public Hearing at which the City Council will consider levying the proposed special assessments. The published notices will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 11. That this City Council does hereby designate, Habib Motlagh, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2019-2020.

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

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 14th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2019
SUBJECT: Annual Engineer’s Report for Landscape Maintenance District No. 1 (FY 2019-2020)

REQUESTED ACTION:
1. Adoption of Resolution Preliminarily Approving the Engineer’s Report
2. Adoption of Resolution of Intention to Levy and Collect Annual Assessments under LMD 1 and setting a public hearing date of June 11, 2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: LMD 1 includes residential tracts and commercial developments throughout the City as located on the Diagram within the attached Engineer’s Report (Exhibit A).

On March 12, 2019, the City Council ordered the preparation of the annual Engineer’s Report for LMD 1. This District provides funding for the annual maintenance of landscape improvements constructed with new development.

BUDGET (or FISCAL) IMPACT: Ninety-six (96) benefit zones (BZ) and twelve sub-zones for parks will be assessed for Fiscal Year 2019-2020. The FY 2019-2020 assessments total $2,536,568.94.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
1. Engineer’s Report
2. Resolution Preliminarily Approving the Engineer’s Report
3. Resolution of Intention to Levy and Collect Annual Assessments Under LMD1 and setting a public hearing date of June 11, 2019
Consent: x
Public Hearing:
Business Item:
Presentation:
Other:
CITY OF PERRIS
LANDSCAPE MAINTENANCE DISTRICT NO. 1
FISCAL YEAR 2019/20
ENGINEER’S ANNUAL LEVY REPORT

INTENT MEETING: MAY 14, 2019
PUBLIC HEARING: JUNE 11, 2019
ENGINEER'S REPORT AFFIDAVIT

Establishment of Annual Assessments for the:

Landscape Maintenance District No. 1
City of Perris,
County of Riverside, State of California

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2019/20, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 14th day of May, 2019.

HABIB M. MOTLAGH
City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

RON CARR
Interim Director of Finance
CITY OF PERRIS
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 14th day of May, 2019. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer’s "Report" were made on the 11th day of June, 2019 by adoption of Resolution No. ______ of the City Council.

NANCY SALAZAR
City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
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I. **OVERVIEW**

A. **INTRODUCTION**

The City of Perris has determined that well-managed landscapes provide a benefit for the people and developments within the City. There are social, economic, health and environmental benefits related to the installation and maintenance of landscaped improvements. The City Council (the “Council”) previously formed Landscape Maintenance District No. 1 (the “District”) to provide funding for the expense of the ongoing maintenance and servicing of public landscaped improvements within the boundaries of the City of Perris (the “City”).

In general, the landscaped improvements were constructed as a condition of approval for new development. Typically, each development is assigned a Benefit Zone “Zone” that provides funding for specific improvements and services that benefit the parcels within the Zone. The costs associated with the specific improvements in each Zone are equitably spread among parcels receiving benefit from the improvements. All improvements are located within public rights-of-way and easements and can include medians, parkways, parks, open space, slopes, and other public areas.

B. **AUTHORITY FOR THE REPORT**

This Report is prepared pursuant to a Resolution of the City Council ordering an Engineer’s Report and in compliance with the requirements of Chapter 1, Article 4, Landscaping and Lighting Act of 1972, being Part 2, Division 15, Sections 22500 through 22679 of the Streets and Highways Code, State of California. This report covers the period from July 1, 2019 to June 30, 2020.

Contained within the Report are plans and specifications for the improvements, an estimate of the costs of the improvements, a listing of the proposed assessment against the parcels or lots that benefit from the improvements and a diagram of the assessment district showing the boundary of the District and the boundaries of the Benefit Zones. The Report is hereby presented to the City Council for its preliminary approval as presented. Or, preliminarily approved as the City Council may determine it should be modified, before approval.

After the Report is preliminarily approved, the City Council may adopt a resolution of intention that describes the improvements, refers to the Report for details of the district, and sets a time and place for a public hearing on the proposed levy of assessments.

The City Council conducts the noticed public hearing to consider public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments. Based upon consideration of the public testimonies, comments and written protests regarding the District and the levy of the proposed annual assessments at the public hearing, the City Council may approve this Report (as submitted or amended), approve the assessment diagram, and confirm the assessments as described herein. In such case, the assessments for each benefitting parcel, as approved and described herein, shall be submitted to the Riverside County Auditor/Controller for inclusion on the Fiscal Year 2019/20 property tax roll.
As further detailed in the following section, Section II, Description of the District, assessments are levied under this District to provide for the maintenance and servicing of landscaped improvements. These facilities were constructed as a condition of approval for, and as a consequence of, the development of the parcels within the District.

C. PROPOSITION 218

In November 1996 voters of the State of California passed Proposition 218 that added Article XIIIID to the California Constitution requiring new procedures for assessment districts. Article XIIIID requires that assessments comply with stated provisions by July 1, 1997, unless an assessment district meets certain exemptions. The exemptions from the procedural and approval requirements are set forth in Section 5 of the Article and include the following:

“(a) Any assessment imposed exclusively to finance the capital costs or maintenance and operation expenses for sidewalks, streets, sewers, water, flood control, drainage systems or vector control.”

The Method of Apportionment, in Part IV of this Report, utilizes commonly accepted assessment engineering practices and has been established pursuant to the 1972 Act and the provisions of Article XIIIID. New or increased assessments will be subject to the substantive and procedural requirements of Article XIIIID Section 4.

II. DESCRIPTION OF THE DISTRICT

A. IMPROVEMENTS AUTHORIZED BY THE 1972 ACT

As applicable or may be applicable to this District, the 1972 Act defines improvements to mean one or any combination of the following:

- The installation or planting of landscaping.
- The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- The installation or construction of public lighting facilities.
- The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof, including, but not limited to, grading, clearing, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- The maintenance or servicing, or both, of any of the foregoing.
- The acquisition of any existing improvement otherwise authorized pursuant to this section.
Incidental expenses associated with the improvements including, but not limited to:

- The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
- The costs of printing, advertising, and the publishing, posting and mailing of notices;
- Compensation payable to the County for collection of assessments;
- Compensation of any engineer or attorney employed to render services;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements;
- Costs associated with any elections held for the approval of a new or increased assessment.

The 1972 Act defines "Maintain" or "maintenance" to mean furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including:

- Repair, removal, or replacement of all or any part of any improvement.
- Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury.
- The removal of trimmings, rubbish, debris, and other solid waste.
- The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.

It is noted that, under this District, sidewalks are not maintained, and the maintenance of walls is limited to graffiti removal.

B. DESCRIPTION OF BENEFIT ZONE IMPROVEMENTS TO BE MAINTAINED AND SERVICED

For Fiscal Year 2019/20, the District includes one hundred thirty-six (136) distinct Benefit Zones. Each Zone has specific improvements and services that provide a benefit to the parcels within the Zone. With proper maintenance and servicing, the landscaped improvements are kept in a healthy and vigorous condition.

Reference is hereby made to the plans and specifications that show the location and extent of the landscaped areas within each Benefit Zone. Said plans and specifications were approved by and are on file in the City of Perris Office of Community Development. The volume of these documents prohibits inclusion in this Report, and by reference, are hereby made a part of this report to the same extent as if said plans and specifications were attached hereto.
A general description of the improvements and developments, by Benefit Zone, are as follows:

**Benefit Zone 1:** The landscape improvements include those shown on the plans and specifications for Tracts 17399 and 20280-1 through -7. These improvements include the permanent landscape areas within Copper Creek Park and along the Redlands Avenue, Nuevo Road, and Wilson Avenue frontages as follows:

- Redlands Avenue from Nuevo Road, south approximately 1,300 feet along the west boundary of Tracts 20280-1 through -7.
- Nuevo Road from Redlands Avenue to Wilson Avenue, approximately 1,300 feet along the north boundary of Tracts 20280-1 through -7.
- Wilson Avenue from Citrus Avenue Road, south approximately 1,300 feet along the west boundary of Tract 17399.

**Benefit Zone 2:** The landscape improvements include those shown on the plans and specifications for Tract 19893. These improvements include the permanent landscape areas within Copper Creek Park and along the Wilson Avenue and Orange Avenue frontages as follows:

- Wilson Avenue from Orange Avenue, south approximately 1,300 feet along the east boundary of Tract 19893.
- Orange Avenue from Wilson Avenue, west approximately 1,300 feet along the north boundary of Tract 19893.

**Benefit Zone 3:** The landscape improvements include those shown on the plans and specifications for Tract 21131. These improvements include the permanent landscape areas along “A” Street, approximately 165 feet north and south of Serrana Road, along the east boundary of Tract 21131.

**Benefit Zone 4:** The landscape improvements include those shown on the plans and specifications for Tracts 20280, 20280-8 and 20280-11. These improvements include the permanent landscape areas along the Redlands Avenue and Nuevo Road frontages as follows:

- Redlands Avenue from Nuevo Road, south approximately 1,300 feet along the east boundary of Tracts 20280-8 and 20280-11.
- Nuevo Road from Ruby Drive to Redlands Avenue approximately 1,300 feet along the north boundary of Tracts 20280 and 20280-8.

**Benefit Zone 5:** The landscape improvements include those shown on the plans and specifications for Tracts 20538. These improvements include Paragon Park and the permanent landscape areas along the Orange Avenue, Redlands Avenue, Placentia Avenue, and Perris Boulevard frontages as follows:
- Orange Avenue from Perris Boulevard to Redlands Avenue, along the south boundary of Tract 20538.

- Redlands Avenue from Placentia Avenue to Orange Avenue, along the east boundary of Tract 20538.

- Placentia Avenue from Perris Boulevard to Redlands Avenue, along the north boundary of Tract 20538.

- Perris Boulevard from Orange Avenue to Placentia Avenue, along the west boundary of Tract 20538.

**Benefit Zone 6:** The landscape improvements include those shown on the plans and specifications for CUP 87-37. These improvements include the permanent landscape areas along the Barrett Avenue frontage from Placentia Avenue, north approximately 660 feet along the east boundary of CUP 87-37.

**Benefit Zone 7:** The landscape improvements include those shown on the plans and specifications for Tract 21771. These improvements include the permanent landscape areas along the Ramona Expressway and Perris Boulevard frontages as follows:

- Ramona Expressway from Perris Boulevard, east approximately 1,300 feet, along the north boundary of Tract 21771.

- Perris Boulevard from Ramona Expressway, south approximately 1,300 feet, along the west boundary of Tract 21771.

**Benefit Zone 8:** The landscape improvements include those shown on the plans and specifications for Tracts 22719 and 22719-1. These improvements include the permanent landscape areas along the Mountain Avenue frontage from River Road, east approximately 950 feet, along the south boundary of Tract 22719-1.

**Benefit Zone 9:** The landscape improvements include those shown on the plans and specifications for Tracts 22248 and 22248-1. These improvements include the permanent landscape areas within Copper Creek Park and along the Redlands Avenue and Citrus Avenue frontages as follows:

- Redlands Avenue from Citrus Avenue, south approximately 1,260 feet along the west boundary of Tract 22248.

- Citrus Avenue from Redlands Avenue, west approximately 1,200 feet along the north boundary of Tracts 22248 and 22248-1.

**Benefit Zone 10:** Superseded by Benefit Zone 38.

**Benefit Zone 11:** The landscape improvements include those shown on the plans and specifications for Tract 22988-1. These improvements include the permanent landscape areas within Copper Creek Park and along the Orange Street frontage from Wilson Avenue to Murrieta Road along the north boundary of Tract 22988-1.
**Benefit Zone 12:** The landscape improvements include those shown on the plans and specifications for Tract 22988. These improvements include the permanent landscape areas within Copper Creek Park and along the Citrus Avenue frontage from Wilson Avenue to Murrieta Road along the south boundary of Tract 22988.

**Benefit Zone 13:** The landscape improvements include those shown on the plans and specifications for Tracts 24081 and 24081-1. These improvements include the permanent landscape areas along the Perris Boulevard frontage from Bowen, north approximately 660 feet along the east boundary of Tract 24081-1.

**Benefit Zone 14:** The landscape improvements include those shown on the plans and specifications for Tracts 23275 and 24541. These improvements include the permanent landscape areas along the Nuevo Road and Murrieta Road frontages as follows:

- Nuevo Road from Murrieta Road, west approximately 660 feet along the north boundary of Tracts 23275 and 24541.
- Murrieta Road from Nuevo Road, south approximately 1,320 feet along the west boundary of Tract 24541.

**Benefit Zone 15:** The landscape improvements include those shown on the plans and specifications for Tracts 23825, and 23825-1 through 23825-4. These improvements include the permanent landscape areas within Copper Creek Park and along the Citrus Avenue and Wilson Avenue frontages as follows:

- Citrus Avenue from Avenida San Sebastian to Wilson Avenue along the north boundary of Tracts 23825, 23825-1 and 23825-3.
- Wilson Avenue from Citrus Avenue, south approximately 1,320 feet along the east boundary of Tracts 23825-2 and 23825-3.

**Benefit Zone 16:** The landscape improvements include those shown on the plans and specifications for Tract 23838. These improvements include the permanent landscape areas along the Redlands Avenue frontage from Mildred Street, north approximately 760 feet along the east boundary of Tract 23838.

**Benefit Zone 17:** The landscape improvements include those shown on the plans and specifications for Tract 22910-1. These improvements include the permanent landscape areas along San Jacinto Avenue fronting the north boundary of Tract 22910-1.

**Benefit Zone 18:** The landscape improvements include those shown on the plans and specifications for Tracts 20645-2 and 31683. These improvements include the permanent landscape areas along the Orange Avenue frontage from Medical Center Drive, east along the north boundary of Tracts 20645-2 and 31683.

**Benefit Zone 19:** The landscape improvements include those shown on the plans and specifications for Tracts 20173, 20173-1, 20173-2, and 20173-3. These improvements include the permanent landscape areas along the Redlands Avenue...
frontage from Metz Storm Drain, north approximately 1,320 feet along the east boundary of Tracts 20173 and 20173-3.

Benefit Zone 20: The landscape improvements include those shown on the plans and specifications for Tract 24715. These improvements include the permanent landscape areas along the "A" Street frontage along the east boundary of Tract 24715.

Benefit Zone 21: The landscape improvements include those shown on the plans and specifications for Tracts 20211. These improvements include the permanent landscape areas within Copper Creek Park and along the Redlands Avenue and Citrus Avenue frontages as follows:

- Redlands Avenue from Citrus Avenue, north approximately 1,320 feet along the west boundary of Tract 20211.

- Citrus Avenue from Redlands Avenue to Wilson Avenue along the south boundary of Tract 20211.

Benefit Zone 22: The landscape improvements include those shown on the plans and specifications for Tracts 24809, 24809-1, and 24809-2. These improvements include the permanent landscape areas along the "A" Street frontage from 428 feet north of Redding Way, south approximately 844 feet along the east boundary of Tract 24809-1.

Benefit Zone 23: The landscape improvements include those shown on the plans and specifications for Parcel Map 26437. These improvements include the permanent landscape areas along the Orange Avenue, Barrett Avenue and Perris Boulevard frontages as follows:

- Orange Avenue from Barrett Avenue to Perris Boulevard along the south boundary of Parcel Map 26437.

- Barrett Avenue from Orange Avenue, north approximately 1,320 feet along the west boundary of Parcel Map 26437.

- Perris Boulevard from Orange Avenue, north approximately 1,320 feet along the east boundary of Parcel Map 26437.

Benefit Zone 24: The landscape improvements include those shown on the plans and specifications for Tracts 24499, 24499-1, 24499-2, and 24499-3. These improvements include Community Park No. 1, as relocated to a 6.9-acre park along Walnut Avenue (Lot C, Tract 32249), and the permanent landscape areas along the Evans Street, Loop Road and Morgan Street frontages bordering the tracts.

Benefit Zone 25: The landscape improvements include those shown in the Perris Marketplace Specific Plan. These improvements include the permanent landscape areas along the San Jacinto Avenue frontage along the north boundary of development.

Benefit Zone 26: The landscape improvements include those shown on the plans and specifications for Tract 27502. These improvements include the permanent landscape areas along the Perris Boulevard and 7th Street frontages bordering the tracts.
**Benefit Zone 27:** The landscape improvements include those shown on the plans and specifications for Parcel Map 27544-1 and -2. These improvements include the medians bordering Parcel Map 27544-1 and -2 along the Perris Boulevard and Nuevo Road frontages.

**Benefit Zone 28:** The landscape improvements include those shown on the plans and specifications for Parcel Map 26618. These improvements include the permanent landscape areas along the Perris Boulevard and Ramona Expressway frontages as follows:

- Perris Boulevard from Ramona Expressway, north approximately 330 feet along the west boundary of Parcel Map 26618.

- Ramona Expressway from Perris Boulevard, east approximately 840 feet along the south boundary of Parcel Map 26618.

**Benefit Zone 29:** Superseded by Benefit Zone 86.

**Benefit Zone 30:** The landscape improvements include those shown on the plans and specifications for DPR 99/0174. These improvements include the permanent landscape areas along the Perris Avenue, Sinclair Street and Barrett Avenue frontages bordering the development.

**Benefit Zone 31:** The landscape improvements include those shown on the plans and specifications for PUP 99/0079. These improvements include the permanent landscape areas along the Ramona Expressway, Brennan Avenue and Barrett Avenue frontages bordering the development.

**Benefit Zone 32:** The landscape improvements include those shown on the plans and specifications for CUP 99/0185. These improvements include the permanent landscape areas along the G Street frontage bordering the development.

**Benefit Zone 33:** The landscape improvements include those shown on the plans and specifications for CUP 9127R. These improvements include the permanent landscape areas along the Ellis Avenue and Goetz Road frontages bordering the development.

**Benefit Zone 34:** The landscape improvements include those shown on the plans and specifications for DPR 97/0111. These improvements include the permanent landscape areas along the Rider Street frontage bordering the development.

**Benefit Zone 35:** The landscape improvements include those shown on the plans and specifications for Tracts 29654, 29993 and 29994. These improvements consist of two categories, park improvements and public street landscaping. The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, and the May Ranch Park on Walnut Street.
The public street landscaping includes the irrigation system, landscaping, entries, and medians within Benefit Zone 35. The public street landscaping improvements are further identified as follows:

- Bradley Road, along the east boundary of Benefit Zone 35, from Morgan Street southerly to the southeast corner of Lot 71, Tract 29994
- Evans Road and median, along the west boundary of Benefit Zone 35, from May Ranch Parkway southerly to the southwest corner of Lot 5, Tract 29994
- May Ranch Parkway, along the northerly boundary of Benefit Zone 35, from Evans Road to Morgan Street
- Morgan Street, along the northerly boundary of Benefit Zone 35, from May Ranch Parkway to Bradley Road

**Benefit Zone 36:** The landscape improvements include those shown on the plans and specifications for Tract 28986. These improvements include the permanent landscape areas along both sides of Goldenrod Avenue. The public parkways extend westerly from the intersection of Goldenrod Avenue and Goetz Road to the intersection of Goldenrod Avenue and the Secondary Access Road.

**Benefit Zone 37:** The landscape improvements include those shown on the plans and specifications for Tract 24111. These improvements include the permanent landscape areas along the:

- South side of Orange Avenue bordering Tract 24111.
- North and south sides of Citrus Avenue within Tract 24111.
- East side of Murrieta Road bordering Tract 24111 from Orange Avenue south approximately 86 feet.

**Benefit Zone 38:** The landscape improvements include those shown on the plans and specifications for Lot 15 (Frank Eaton Memorial Park) and Lot 18 (a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road also known as East Linear Park) of Tract 22831.

**Benefit Zone 39:** The landscape improvements include those shown on the plans and specifications for Tract 30382. These improvements include the permanent landscape areas located within:

- Lot 1, Tract 30382.
- The public parkway along the west side of Redlands Avenue bordering Tract 30382.

**Benefit Zone 40:** The landscape improvements include those shown on the plans and specifications for Tract 30144. These improvements include the permanent landscape areas along the Redlands Avenue frontage bordering the development.
Benefit Zone 41: The landscape improvements include those shown on the plans and specifications for Tract 26366. These improvements include the permanent landscape areas along the west side of Wilson Avenue and the north side of Dale Street bordering the development.

Benefit Zone 42: The landscape improvements include those shown on the plans and specifications for Tract 30380. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, and the May Ranch Park on Walnut Street.

The public street landscaping includes the permanent landscape areas along:

- Parkways along the south side of Morgan Street bordering the Tract and the east side of Evans Road bordering the Tract.
- Parkways between the Flood Control Channel and two interior streets ("D" and "I" Streets).
- Two entrances into the tract from Morgan Street and from Evans Road.

Benefit Zone 43: The landscape improvements include those shown on the plans and specifications for DPR 01/0051. These improvements include the permanent landscape areas along the Perris Boulevard and Avocado Avenue frontages bordering the development.

Benefit Zone 44: The landscape improvements include those shown on the plans and specifications for DPR 02/0031. These improvements include the permanent landscape areas along the "A" Streets and Trumble Road frontages bordering the development.

Benefit Zone 45: The landscape improvements include those shown on the plans and specifications for DPR 01/0210. These improvements include the permanent landscape areas along the Wilson Avenue frontage bordering the development.

Benefit Zone 46: The landscape improvements include those shown on the plans and specifications for DPR 98/0071. These improvements include the permanent landscape areas along the Dale Road and Redland Avenue frontages bordering the development.

Benefit Zone 47: The landscape improvements include those shown on the plans and specifications for Assessor Parcel Numbers 303-040-031, -036 and -050. These improvements include the permanent landscape areas along the Malbert Street and Mountain Avenue frontages bordering the development.
Benefit Zone 48: The landscape improvements include those shown on the plans and specifications for PUP 99-0126. These improvements include the permanent landscape areas along the Perris Boulevard frontage bordering the development.

Benefit Zone 49: The landscape improvements include those shown on the plans and specifications for Tract 30751. These improvements include the permanent landscape areas along the south side of Orange Avenue and the east side of Redlands Avenue bordering the Tract.

Benefit Zone 50: The landscape improvements include those shown on the plans and specifications for Tracts 30490 and 30518. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, and the May Ranch Park on Walnut Street.

The public street landscaping includes the permanent landscape areas along:

- Evans Roads Medians, along the west boundary of Benefit Zone 50, from Limousine Street southerly to Rider Street.
- Evans Road, along the west boundary, from the southwest corner of Tract 29994 southerly to Rider Street.
- Rider Street, along the south boundary from Evans Road easterly to Bradley Avenue.
- Bradley Avenue, along the east boundary from the southeast corner of Tract 29994 southerly to Rider Street.
- The east and west sides of Old Evans Road, from Rider Street northerly to the Metropolitan Water District easement.
- The four entrances into Benefit Zone 50, on Evans Road, Rider Street (2) and Bradley Avenue.
- Lots B and C, Tract 30490.

Benefit Zone 51: The landscape improvements include those shown on the plans and specifications for Tract 31114. These improvements include the permanent landscape areas along the west side of Redlands Avenue and the north side of Jarvis Street bordering the Tract; Corte San Miguel, along the south boundary of Lots 37, 38, 58, 59, 79 and 80, Tract 31114; two entrances on Jarvis Street into Benefit Zone 51, located along the eastern boundary of Lot 1, Tract 31114 and along the western boundary of Lot 13, Tract 31114.
Benefit Zone 52: The landscape improvements include those shown on the plans and specifications for Tract 31241. These improvements include the permanent landscape areas along the east side of Perris Boulevard, including median and the north side of Jarvis bordering the Tract; entrance on Perris Boulevard and median into Exploration Way; entrance on Placentia Avenue and median into Spokane Street; entrance on Placentia Avenue and median into Lake View Drive; and landscaping along the side yards of corner lots within Benefit Zone 52.

Benefit Zone 53: The landscape improvements include those shown on the plans and specifications for Tracts 30662 and 31564. There are five categories of improvements to be maintained.

Landscaping improvements, within the public right-of-way, are the first category of improvements to be maintained. These improvements include the permanent landscape areas located within the medians and public parkways; and, are further identified as follows:

- Ethanac Road, along the north boundary of Tract 31564.
- Goetz Road, along the east boundary of Benefit Zone 53.
- Monument Boulevard, including medians, within Benefit Zone 53.
- Northeasterly side of Pinnacle Street within Benefit Zone 53.
- Vantage Drive between the south boundary of Tract 30662-2 and the north boundary of Tract 28986.
- Entrances on Ethanac Road and Goetz Road into Benefit Zone 53.

The second category of improvements to be maintained includes the permanent landscape areas located on irrigated slopes beyond the public parkways on the northeasterly side of Pinnacle Street. The permanent landscape improvements located within the Neighborhood Park and Monument Area are the third category of improvements. These areas are located to the east of Tract 30662-2, with the Neighborhood Park located on the south side and the Monument Area located on the north side of Monument Boulevard.

Non-irrigated areas are the fourth category of improvements to be maintained. The permanent landscape improvements within these areas are further identified as follows:

- Buffer areas that will serve as a fuel modification zone in times of fire, erosion control, natural drainage, and as a transition area between property lines and natural areas, bio-swales, debris basins and detention basins. The buffer area will be planted with drought-resistant native shrubs, ground cover, and grass mix.

The buffer areas are further identified as follows: 1) an approximate 80'-wide strip, excluding debris basins, within Benefit Zone 53 and along the southern boundary line of Lots 47 to 57, Tract 30662, Lots 95 to 124, Tract 30662-2, and the
Neighborhood Park and, 2) irregular buffer areas along the west boundary line of Lots 1 through 15 and 108 through 122, Tract 30662-1, within the East Debris Basin and between the East Bio-swale and the East Detention Basin.

- Corridors (an approximate 30'-wide strip), within Benefit Zone 53 and between Lots 14 and 15, Tract 30662; and, Lots 7 and 8, Lots 22, 23 and 24, Lots 37 and 38, Lots 59 and 60, Lots 70 and 71, Lots 93 and 94 and Lots 119 and 120, Tract 30662-2. These corridors will be planted with drought resistant native grass mix and will serve as access ways, erosion control and drainage easements.

- South Natural Area between the 80'-strip buffer area and the south boundary line of Benefit Zone 53. It is anticipated that maintenance activities in the natural area will be limited to gathering debris and trash. However, pruning may be necessary to reduce fire hazards and the planting of drought-resistant native shrubs, ground cover, and grass mix may be necessary to facilitate drainage and prevent erosion.

Drainage facilities are the fifth category of improvements to be maintained. These facilities are included herein as opposed to Benefit Zone 25, Flood Control Maintenance District No. 1 due to the transition of the non-irrigated areas into these facilities and the similarity of landscaping and level of maintenance. It is also anticipated that these facilities will be included in the same maintenance contracts with the non-irrigated areas.

The permanent landscape improvements within the drainage facilities will be maintained, and the facilities are further identified as follows:

- Two detention basins, with the East Detention Basin located between Monument Boulevard and the terminus of Ethanac Road and the West Detention Basin is located along the west boundary line of Lots 7 through 18, Tract 30662. The detention basins were designed to hold storm water run-off and to mitigate potential flooding to less than significant levels.

- A bio-swale is located adjacent to each detention basin. It is noted that a portion of the West Bio-swale extends beyond the west boundary of Benefit Zone 53. The bio-swales are designed to eliminate pollutants in conformance with state and federal regulations and management practices.

- Three debris basins designed to facilitate proper drainage, prevent erosion and to further improve the quality of storm water run-off. The debris basins are further identified as follows: 1) the East Debris Basin is located easterly of the Neighborhood Park, 2) the Central Debris Basin is located along the south boundary line of Lots 118 through 122, Tract 30662-2 and, 3) the West Debris Basin is located between Lots 46 and 47, Tract 30662.

- Channels that facilitate the drainage from non-irrigated areas into the detention basins, bio-swales and debris basins.

**Benefit Zone 54:** The landscape improvements include those shown on the plans and specifications for Tract 31678. These improvements include the permanent landscape areas along the north side of San Jacinto Avenue, the south side of Dale Street
and the east side of Wilson Avenue bordering the Tract; and entrances on Dale Street and Wilson Avenue into Benefit Zone 54.

**Benefit Zone 55:** The landscape improvements include those shown on the plans and specifications for Tract 31226. These improvements include the permanent landscape areas along the north side of Nuevo Road bordering the Tract.

**Benefit Zone 56:** The landscape improvements include those shown on the plans and specifications for Tract 31201. These improvements include the permanent landscape areas along the south side of Midway Avenue and the south side of Ellis Avenue; and entrances in Midway and Ellis Avenues.

**Benefit Zone 57:** The landscape improvements include those shown on the plans and specifications for Tract 31178. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, and the May Ranch Park on Walnut Street.

The public street landscaping includes the permanent landscape areas along:

- Evans Road, along the east boundary of Benefit Zone 57.
- Rider Street, along the south boundary of Benefit Zone 57.
- Entrances from Evans Road and Rider Street into Benefit Zone 57.
- Thirty-foot wide easement, along the west boundary of Benefit Zone 57.
- Lot L, Tract 31178, along the north boundary of Benefit Zone 57.
- Lots P, Q, R, and S, Tract 31178, within Benefit Zone 57.

**Benefit Zone 59:** The landscape improvements include those shown on the plans and specifications for Tract 29425. These improvements include the permanent landscape areas along:

- Citrus Avenue, along the north boundary of Benefit Zone 59.
- Nuevo Road, including median, within the boundary of Benefit Zone 59.
- Dunlap Drive, along the east boundary of Benefit Zone 59.
- El Nino Avenue, along the west boundary of Lot M, Tract 29425-1.
- Four entrances into Benefit Zone 59 from Dunlap Drive (3) and Citrus Avenue (1).
• Lot M, Tract 29425 (open space).

**Benefit Zone 60:** The landscape improvements include those shown on the plans and specifications for Tracts 30773 and 31416. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas along:

• Rider Street, adjacent to the north boundary of Tract 30773.

• Old Evans Road along the east boundary of Tract 30773.

• Evans Road and medians from Rider Street to Old Evans Road.

• Lots I, J, K, and L, Tract 30773.

• Lot J, Tract 31416.

• Lot R, Tract 31416-1.

• Entrances into Kestral Gate, Whimbrel Way and Sparrow Way from Evans Road.

• Entrance into Bunting Way from Old Evans Road

**Benefit Zone 61:** The landscape improvements include those shown on the plans and specifications for CUP 02/0215. These improvements include the permanent landscape areas along Rider Street bordering the development.

**Benefit Zone 62:** The landscape improvements include those shown on the plans and specifications for DPR 03/149. These improvements include the permanent landscape areas along Barrett Avenue.

**Benefit Zone 63:** The landscape improvements include those shown on the plans and specifications for Tract 32262. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast
corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, and a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas located within the public medians, entrances, parkways and easements, bordering and within Tract Map 32262. These located are further identified as follows:

- Ramona Expressway.
- Evans Road.
- Morgan Street.
- Lots S, T and U, Tract Map 32262.

**Benefit Zone 64:** The landscape improvements include those shown on the plans and specifications for Tract 33227 and Amended Tracts 22832 and 22833. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent landscape areas along:

- Rider Street Medians, extending from Ramona Expressway to Avalon Parkway.
- Northwesterly parkways along Rider Street, extending from Ramona Expressway to Avalon Parkway.
- Northeasterly parkways along Avalon Parkway, extending from Rider Street north to the northwest corner of Lot B, Amended Tract 22832.

**Benefit Zone 65:** The hardscape improvements include those shown on the plans and specifications for DPR 04-0343. These permanent improvements are further identified as the medians within Oleander Avenue and along the south boundary of Benefit Zone 65 and the medians within Indian Street and along the east boundary of Benefit Zone 65.

**Benefit Zone 66:** The landscape improvements include those shown on the plans and specifications for Tract 32793 and Tract 33720. These improvements include the permanent landscape areas along:
- Evans Road, including medians, along the west boundary of Benefit Zone 66.
- Entry Monument at the intersection of Evans Road and Addison Way.
- Entrances on Evans Road, Sunset Avenue and El Nido Avenue into Benefit Zone 66.

**Benefit Zone 67:** The landscape improvements include those shown on the plans and specifications for Parcel Map 31832. These permanent improvements include the medians within Oleander Avenue and along the south boundary of Benefit Zone 67 and the medians within Indian Street and along the west boundary of Benefit Zone 67.

**Benefit Zone 68:** The landscape improvements include those shown on the plans and specifications for Parcel Map 31743. These permanent improvements include the parkway adjacent to Parcel C, Parcel Map 31473. These landscape improvements are further identified as follows:

- Wilson Street along the west boundary of Parcel C, Parcel Map 31743.
- Placentia Avenue along the south boundary of Parcel C, Parcel Map 31743 and the south boundary of Benefit Zone 68.

**Benefit Zone 69:** The landscape improvements include those shown on the plans and specifications for Tract 32769. These permanent improvements are further identified as follows:

- “B” Street along the east boundary of Benefit Zone 69.
- Open Space Lot, Tract 32769.

**Benefit Zone 70:** The landscape improvements include those shown on the plans and specifications for Tract 32707 and Tract 32708. These permanent improvements include the medians, parkways and open space areas within and bordering Tracts 32707 and 32708. These improvements are further identified as follows:

- Medians and easterly parkways along Evans Road, extending from Oleander Avenue to the southwest corner of Tract 32708.
- Center Street/Lake Perris Boulevard westerly parkway from the northeast corner of Tract 32707 to the southeast corner of Tract 32708.
- Lot 24, remnant parcel, Tract 32707.
- Lot 138, open space, Tract 32707.
- Lots O and P, Tract 32708.
- Medians and entrances into Marbella Gate, Anira Court and Belsarra Gate from Evans Road.
**Benefit Zone 71:** The landscape improvements include those shown on the plans and specifications for Tract 30780. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent medians, entrances, parkways and easements, bordering and within Tract Map 30780, further identified as follows:

- Rider Street.
- El Nido Avenue.
- Walnut Avenue.
- Lot A, Tract Map 30780.

**Benefit Zone 72:** The landscape improvements include those shown on the plans and specifications for Tract 32249. These improvements consist of two categories, park improvements and public street landscaping.

The park improvements, as required by the May Ranch Specific Plan Number 88-20, includes Frank Eaton Memorial Park, a linear park within the Metropolitan Water District easement that extends from Ramona Expressway to Bradley Road (East Linear Park) and then continues west to Evans Road (West Linear Park), a pocket park at the northeast corner of Rider Street and Old Evans Road, Basin/Liberty Park, Morgan Park, the May Ranch Park on Walnut Street, and the Perris Valley Storm Drain Trail, a 12-foot wide pedestrian/bicycle trail within a 25-foot wide right-of-way, along the east boundary of the Perris Valley Storm Drain, from Ramona Expressway to Placentia Avenue.

The public street landscaping includes the permanent parkways and easements, bordering and within Tract Map 32249, further identified as follows:

- Rider Street, including entrances into Benefit Zone 72 from Avalon Parkway and Sherman Road.
- Walnut Avenue, including the entrance into Benefit Zone 72 from Sherman Road.
- Sherman Road, including entrances into Caltha and Arousas Ways.

**Benefit Zone 73:** The landscape improvements include those shown on the plans and specifications for Tract 31660. These improvements consist of two categories, a 7.4-
acre park at the northeast corner of Evans Road and Citrus Avenue and public street landscaping.

The public street landscaping includes the permanent medians, entrances, parkways and easements, bordering and within Tract 31660, as follows:

- Evans Road, including median.
- Citrus Avenue.
- Entrances into Benefit Zone 73 from Citrus Avenue, El Nido Avenue and Sunset Drive.

**Benefit Zone 74:** The landscape improvements include those shown on the plans and specifications for Tract 32428. The public street landscaping includes the permanent medians and parkways, as follows:

- Water Avenue, along the north boundary of Benefit Zone 74.
- Murrieta Road, along the east boundary of Benefit Zone 74.
- Orange Avenue, along the south boundary of Benefit Zone 74.
- Entrances on Water Avenue, Murrieta Road and Orange Avenue into Benefit Zone 74.

**Benefit Zone 75:** The landscape improvements include those shown on the plans and specifications for Tract 31926. These permanent improvements are located within the medians, public parkways and open space areas within Benefit Zone 75.

These improvements are further identified as follows:

- Ethanac Road, along the south boundary of Benefit Zone 75.
- Goetz Road, along the east boundary of Benefit Zone 75.
- Lots 84, 85 and 86, Tract 31926.
- Lot 136, Tract 31926-1.
- Lot 120, Tract 31926-2.
- Parcel 1, Tentative Map 31925.
- Entrances on Goetz and Ethanac Roads into Benefit Zone 75.

**Benefit Zone 76:** The landscape improvements include those shown on the plans and specifications for DPR 04-0314. These permanent improvements are located within the public median and parkway on Nuevo Road, parallel to and along the south boundary of Benefit Zone 76.
Benefit Zone 78: The landscape improvements include those shown on the plans and specifications for Tract 31651. These permanent improvements are located within the public parkway on Nuevo Road, along the most northerly boundary of Benefit Zone 78. The proper maintenance of the landscaping along Wilson Avenue is the responsibility of the property owner.

Benefit Zone 79: The landscape improvements include those shown on the plans and specifications for Tract 31240. These permanent improvements are located within the public parkways and easements within Benefit Zone 79.

The location of these improvements are further identified as follows:

- Wilson Avenue, along the west boundary of Benefit Zone 79.
- Dale Street, along the south boundary of Benefit Zone 79.
- Murrieta Road, along the east boundary of Benefit Zone 79.
- Murrieta Road, along the west boundary of Lots L and 115, Tract 31240-1, extending approximately 470 feet south of the Metz Channel to Dale Street.
- Storm drain easements identified on Lots 34 and 50, Tract 31240 and Lots 12, 31 and 94, Tract 31240-1.
- Entrances on Wilson Avenue, Dale Street and Murrieta Road into Benefit Zone 79.

Benefit Zone 80: The landscape improvements include those shown on the plans and specifications for Parcel Map 33266. These permanent improvements are located within the public medians that are further identified as follows:

- Medians within Ethanac Road extending westerly from Interstate 215 to Green Valley Parkway.
- Medians within Case Road extending northerly from Ethanac Road to approximately the northeast corner of Parcel Map 33266.

Benefit Zone 81: The landscape improvements include those shown on the plans and specifications for Parcel Map 34082. These permanent improvements are located within the public parkways, medians, entrances and easements that are further identified as follows:

- Trumble Road, along the east boundary of Benefit Zone 81
  Right-of-way (width = 5.5 feet)
  Easement parallel and adjacent to the right-of-way (width = 25 feet)
  Entry monument at Illinois Avenue

- Illinois Avenue, within Benefit Zone 81
  Right-of-way (width = 5.5 feet)
  Easement parallel and adjacent to the right-of-way (width varies 10 to 30 feet)
Median Parcels C and D, Parcel Map 34082

**Benefit Zone 82**: The landscape improvements include those shown on the plans and specifications for Parcel Map 33759. These permanent improvements are located within the Webster Avenue median that is parallel to and along the east boundary of Benefit Zone 82.

**Benefit Zone 83**: The landscape improvements include those shown on the plans and specifications for Tract 34073. These permanent improvements are located within the public parkways and open space areas within Benefit Zone 83. The improvements are further identified as Lot A, Tract 34073, and the Osage Road parkway along the south boundary of Benefit Zone 83.

**Benefit Zone 84**: The landscape improvements include those shown on the plans and specifications for DPR 04-0464. These permanent improvements are located within the Perris Boulevard median that is parallel to and along the west boundary of Benefit Zone 84.

**Benefit Zone 85**: The landscape improvements include those shown on the plans and specifications for DPR 06-0450. These permanent improvements are located within the public parkways and medians parallel to the north (Harley Knox Boulevard) and east (Indian Avenue) boundary lines of DPR 06-0450.

With the annexation of Benefit Zone 85, the Indian Avenue parkways and medians were extended further south to Nance Street. Basically, both benefit zones have equal frontage on Indian Avenue. Accordingly, Benefit Zones 85 and 89 share equally in the cost of maintaining the Indian Avenue parkway and median.

**Benefit Zone 86**: The landscape improvements include those shown on the plans and specifications for CUP 06-0158. These permanent improvements are located within the medians parallel to the north (Ellis Avenue) boundary line of CUP 06-0158.

**Benefit Zone 87**: The landscape improvements include those shown on the plans and specifications for Parcel Map 35676. These permanent improvements are located within the medians parallel to the east (Perris Boulevard) and west (Indian Avenue) boundary lines of Parcel Map 35676.

**Benefit Zone 88**: The landscape improvements include those shown on the plans and specifications for Tract 33549. These permanent improvements are located within the public right-of-way adjacent to Tract 33549, as follows:

- Perris Boulevard median leading into Benefit Zone 88 and parallel to the west boundary line of Benefit Zone 88.

- Perris Boulevard parkway adjacent to the west boundary line of Benefit Zone 88.

- Ramona Drive parkway adjacent to the east boundary line of Benefit Zone 88.
- Parkway adjacent to the AT & SF Railroad and along the southwesterly boundary line of Benefit Zone 88.

It is noted that maintenance of the private landscaping and improvements located within Tract 33549 will be the responsibility of the Homeowners Association and not Landscape Maintenance District No. 1.

**Benefit Zone 89:** The landscape improvements include those shown on the plans and specifications for DPR 06-0450 (Benefit Zone 85) and CUP 09-01-008 (Benefit Zone 89). These permanent improvements are located within the public parkways and medians within Indian Avenue and Nance Street.

The public parkways and median within Indian Avenue extend between Harley Knox Boulevard and Nance Street. The public parkways in Nance Street are parallel to the south boundary line of CUP 09-01-008 and extend from Indian Avenue to approximately 145 feet west of the southwest corner of CUP 09-01-008.

Benefit Zone 85 was assessed for the maintenance of the same Indian Avenue parkway and median assessed herein to Benefit Zone 89. Basically, both benefit zones have equal frontage on Indian Avenue. Accordingly, Benefit Zones 85 and 89 share equally in the cost of maintaining the Indian Avenue parkway and median.

**Benefit Zone 90:** The landscape improvements include those shown on the plans and specifications for DPR 05-0192. These permanent improvements are located within the medians and public parkways parallel to the east (Perris Boulevard); and public parkways parallel to the north (Markham Street) and south (Perry Street) boundary lines of DPR 05-0192.

**Benefit Zone 91:** The landscape improvements include those shown on the plans and specifications for the Perris Valley Aquatic Center. These permanent improvements are located in the public medians in Trumble Road parallel to and along the west boundary of the Perris Valley Aquatic Center; and public parkways parallel to the west (Trumble Road) and north (Vista Road) boundary lines of the Perris Valley Aquatic Center.

**Benefit Zone 92:** The landscape improvements include those shown on the plans and specifications for DPR 07-0045. These permanent improvements are located within the public parkways within San Jacinto Avenue, 1st Street, and D Street.

These permanent improvements are located within the public parkways parallel to the north (San Jacinto Avenue), south (1st Street) and east (D Street) boundary lines of DPR 07-0045.

**Benefit Zone 93:** The landscape improvements include those shown on the plans and specifications for CUP 12-06-0012. These permanent improvements are located within the public parkways bordering "A" Street along the west boundary line of CUP 12-06-0012.

**Benefit Zone 94:** The landscape improvements include those shown on the plans and specifications for Parcel Map 33587. These permanent improvements are located in the public medians and parkways bordering Parcel Map 33587. The medians are parallel
to the east (Perris Boulevard) and west (Indian Avenue) boundary lines of Parcel Map 33587; and the public parkways are parallel to the east (Perris Boulevard), west (Indian Avenue) and south (Markham Street) boundary lines of Parcel Map 33587. A portion of Benefit Zone 94 (Parcel 2, Parcel Map 33587) was reannexed under Benefit Zone 141.

**Benefit Zone 95:** The landscape improvements include those shown on the plans and specifications for DPR 12-07-0011. These permanent improvements are located in the public median and parkways within 4th Street parallel to the north boundary line of DPR 12-07-0011.

**Benefit Zone 96:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36010. These permanent improvements are located in the public medians and parkways bordering Parcel Map 36010. The medians are located in Ramona Expressway and Indian Avenue and the parkways are along Ramona Expressway, Brennan Avenue, Markham Street and Indian Avenue.

**Benefit Zone 97:** The landscape improvements include those shown on the plans and specifications for Parcel Map 34131. These permanent improvements are located in the public medians in Perris Boulevard parallel to and along the east boundary of Parcel Map 34131; and public parkways parallel to the east (Perris Boulevard) and west (Barrett Avenue) boundary lines of Parcel Map 34131.

**Benefit Zone 98:** The landscape improvements include those shown on the plans and specifications for CUP 12-04-0015. These permanent improvements are located in the public median in Redlands Avenue parallel to and along the west boundary of CUP 12-04-0015; and public parkways parallel to the west (Redlands Avenue) and south (San Jacinto Avenue) boundary lines of CUP 12-04-0015.

These permanent improvements are located in the public median in Redlands Avenue and parkways within Redlands Avenue and San Jacinto Avenue parallel to the boundary line of CUP 12-04-0015.

**Benefit Zone 99:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36576 (Benefit Zone 99) and Tract 31241 (Benefit Zone 52). These permanent improvements are located within the public parkways and median bordering Parcel Map 36576.

The public parkways are parallel to the north (Walnut Street) and east (Perris Boulevard) boundary lines of Parcel Map 36576. The median is within Perris Boulevard along the east boundary line of Parcel Map 36576.

Benefit Zone 52 was assessed for the maintenance of the same Perris Boulevard median assessed herein to Benefit Zone 99. Basically, both benefit zones have equal frontage along the median on Perris Boulevard. Accordingly, Benefit Zones 52 and 99 share equally in the cost of maintaining this median.

**Benefit Zone 100:** The landscape improvements include those shown on the plans and specifications for DPR 12-03-0006. These permanent improvements are located within the public parkways and easements along the west ("F" Street) and south (4th Street) boundary lines of DPR 12-06-0006.
Benefit Zone 101: The landscape improvements include two categories of improvements. The first category is identified as a contribution towards Mercado Park, located directly east across D Street from Benefit Zone 101. The second category of improvements to be maintained includes the parkways within the right-of-way bordering D Street along the boundary line of Benefit Zone 101.

Benefit Zone 102: The landscape improvements include two categories of improvements. The first category is identified as a contribution towards Mercado Park, located directly east across D Street from Benefit Zone 102. The second category of improvements to be maintained includes the parkways within the right-of-way bordering D and 10th Streets along the boundary line of Benefit Zone 102.

Benefit Zone 103: The landscape improvements include those shown on the plans and specifications for the Southeast High School (Orange Vista). The permanent improvements are located within the parkways and easements bordering the school along Orange Avenue, Evans Road and Lemon Avenue; and, the Evans Road medians between Orange and Lemon Avenues. These medians are maintained under Benefit Zone 104 and the cost of maintenance is to be shared equally between Benefit Zone 103 and 104. In no case, shall Benefit Zone 103 be assessed after the 2021/2022 Fiscal Year.

Benefit Zone 104: The landscape improvements include those shown on the plans and specifications for Tract 30850. These permanent improvements are located within the public parkways and easements further described as follows:

- Parkway frontages within Evans Road and Orange Avenue right-of-way.
- Medians within Evans Road and at the entrances to Cortina Gate, Citrus Avenue, and Lemon Avenue.
- Lot O, Tract 30850; Lots L, O, P and Q, Tract 30850-1; Lots H, J, K and L, Tract 30850-2; Lots L and M, Tract 30850-3; and, Lots M and N, Tract 30850-4.
- Slope easements within Lots 57 to 61 and 61 to 88, Tract 30850-2; Lots 5 to 10, Tract 30850-3; and, Lots 51 to 53, Tract 30850-4, and
- A 15-foot wide pedestrian path (11 feet paved with 2-foot shoulders) along the east boundary of Lot L, Tract 30850; Lot M, Tract 30850-1; Lot I, Tract 30850-2; Lot J, Tract 30850-3; and, Lot L, Tract 30850-4. A slurry seal, or asphaltic coating will be applied over pavement areas on an average interval of ten years.

It is noted that improvements located as follows are not to be maintained by Benefit Zone 104:

Lots L and N, Tract 30850; Lot M, Tract 30850-1; Lot I, Tract 30850-2; Lot J, Tract 30850-3; and, Lot L, Tract 30850-4 are to be maintained by the Riverside County Flood Control and Water Conservation District.

Lots M and P, Tract 30850; Lot N, Tract 30850-1; Lot K, Tract 30850-3; and, Lot K, Tract 30850-4 are to be maintained by the City of Perris Flood Control Maintenance District No. 1.
Lots designated for tot lots, swimming pools and other recreational use are to be maintained by the Homeowners Association and are not the responsibility of the City of Perris. It has been proposed that these facilities be located on Lots 38 and 63, Tract 30850-1; Lots 57, 58 and 59, Tract 30850-3; and, Lots 82, 83 and 84, Tract 30850-4.

**Benefit Zone 105:** The landscape improvements include those shown on the plans and specifications for DPR 12-05-0013. These permanent improvements are located within the public parkways and easements bordering Jarvis Street and Ruby Drive extending north to the Metz Storm Drain Channel, including the pedestrian bridge crossing the Channel.

**Benefit Zone 106:** The landscape improvements include those shown on the plans and specifications for CUP 13-02-0014. These permanent improvements are located within the median, parkways and easements along the periphery of CUP 13-02-0014. The median is located within 4th Street and the parkways and easements are located along 4th Street and Wilkerson Avenue within the exterior boundaries of CUP 13-02-0014.

**Benefit Zone 107:** The landscape improvements include those shown on the plans and specifications for Parcel 1, Parcel Map 36462. These permanent improvements are located within the Perris Boulevard, Rider Street and Indian Avenue medians along the boundary of Parcel 1, Parcel Map 36462. Additional improvements are located within the parkways located along Perris Boulevard, Rider Street and Indian Avenue along the exterior boundary of Parcel 1, Parcel Map 36462.

Benefit Zone 107 and Benefit Zone 108 share equally in the cost for the maintenance of the Indian Avenue parkway along the Metropolitan Water District easement that divides the benefit zones.

**Benefit Zone 108:** The landscape improvements include those shown on the plans and specifications for Parcel 2, Parcel Map 36462. These permanent improvements are located within the Indian Avenue medians along the boundary of Parcel 2, Parcel Map 36462. Additional improvements are located within the parkways along Indian Avenue and Morgan Street, including the public utility easement located at the corner of Indian Avenue and Morgan Street and extending easterly along Morgan Street located along the exterior boundary of Parcel 2, Parcel Map 36462.

Benefit Zone 107 and Benefit Zone 108 share equally in the cost for the maintenance of the Indian Avenue parkway along the Metropolitan Water District easement that divides the benefit zones.

**Benefit Zone 109:** The landscape improvements include those shown on the plans and specifications for CUP 13-07-0010. These permanent improvements located within the public parkways along Watson Road bordering CUP 13-07-0010.

**Benefit Zone 110:** Superseded by Benefit Zone 125.

**Benefit Zone 111:** The landscape improvements include those shown on the plans and specifications for Benefit Zone 111. These permanent improvements are located within the public medians in 4th Street and the parkways and easements along 3rd and 4th Streets bordering Benefit Zone 111.
Benefit Zone 112: The landscape improvements include those shown on the plans and specifications for Benefit Zone 112. These permanent improvements are located within the public medians in 4th Street and the parkways and easements along 3rd Street, Park Avenue and 4th Streets bordering Benefit Zone 112.

Benefit Zone 113: The landscape improvements include those shown on the plans and specifications for Parcel Map 36540. These permanent improvements are located within the public medians in Redlands Avenue and the parkways are located along Nance Street, Redlands Avenue and Markham Street bordering Parcel Map 36540.

Benefit Zone 114: The landscape improvements include those shown on the plans and specifications for the Clearwater Elementary School. These permanent improvements are located within the public medians in Nuevo Road and the parkways and easements along Nuevo and Murrieta Roads bordering Clearwater Elementary School.

Benefit Zone 115: The landscape improvements include those shown on the plans and specifications for DPR 14-00099. These permanent improvements are located within the public medians in Perris Boulevard and the parkways along Perris Boulevard bordering DPR 14-00099.

Benefit Zone 116: The landscape improvements include those shown on the plans and specifications for DPR 07-09-0018. These permanent improvements are located within the public medians in Harley Knox Boulevard and the parkways along Nance Street and Harley Knox Boulevard bordering DPR 07-09-0018.

Benefit Zone 117: The landscape improvements include those shown on the plans and specifications for CUP 14-09-0001. These permanent improvements are located in public rights-of-way and easements as follows:

- Nuevo Road medians parallel to northeast boundary of Benefit Zone 117.
- Future improvements to the slope north of the 8-foot wide concrete channel along the northeast boundary of Benefit Zone 117.
- Future improvements to the southeast corner of Nuevo Road and Old Nuevo Road and entrance to CUP 14-09-0001.

Landscaping plans and specifications for the slope and entrance to be maintained under Benefit Zone 117 are not required at this time and will be prepared in the future.

Benefit Zone 118: The landscape improvements include those shown on the plans and specifications for CUP 15-05056. These permanent improvements are located within the 4th Street parkways bordering CUP 15-05056.

Benefit Zone 119: The landscape improvements include those shown on the future plans and specifications for Lot 1, Parcel Map 37043. These permanent improvements are located within the Perris Boulevard medians and parkways bordering Lot 1, Parcel Map 37043.
Landscaping plans and specifications for the parkway improvements to be maintained under Benefit Zone 119 are not required at this time and will be prepared in the future.

**Benefit Zone 120:** The landscape improvements include those shown on the plans and specifications for Lot 2, Parcel Map 37043. These permanent improvements are located within the Ramona Expressway medians and parkways bordering Lot 2, Parcel Map 37043.

**Benefit Zone 121:** The landscape improvements include those shown on the plans and specifications for DPR 05-0477. These permanent improvements are located within the medians and parkways bordering DPR 05-0477. The medians are located in Redlands Avenue and Markham Street and the parkways are located along Perry Street, Redlands Avenue and Markham Street.

**Benefit Zone 122:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36726. These permanent improvements are located within the Nance Street and Markham Street parkways bordering Parcel Map 36726.

**Benefit Zone 123:** The landscape improvements include those shown on the plans and specifications for DPR 06-0140. These permanent improvements are located on the Western Way parkways located parallel to Benefit Zone 123.

**Benefit Zone 124:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36266. These permanent improvements are located within the San Jacinto Avenue parkways and medians parallel to Benefit Zone 124.

**Benefit Zone 125:** The landscape improvements include those shown on the plans and specifications for Parcel Map 36469. These permanent improvements are located within the public medians and parkways along Redlands Avenue bordering Parcel Map 36469. Additional improvements to be maintained under Benefit Zone 125 includes approximately 3,275 lineal feet of concrete swale infiltration trench, landscaping and inlets within the 10-foot wide easement located adjacent to the Riverside County Flood Control and Conservation District easement along and parallel to the east boundary of Benefit Zone 125.

It is noted that the maintenance of all facilities located within the inside property-line is the responsibility of the property owner. It is also noted that maintenance of the Redlands Avenue median between Perry Street and the Ramona Expressway are not be maintained by or assessed to Benefit Zone 125.

**Benefit Zone 126:** The landscape improvements include those shown on the plans and specifications for Parcel 1, Parcel Map 36512 and Parcel 1, Parcel Map 36582. These permanent improvements are within the Webster Avenue parkways and the future landscaped Ramona Expressway medians located parallel to Benefit Zone 126.

**Benefit Zone 127:** The landscape improvements include those shown on the plans and specifications for Tracts 36988, 36989 and 37262. There are two categories of permanent improvements to be maintained.

The first category of improvements to be maintained consists of the landscaping, irrigation, hardscape and appurtenances located in the parks, trails and swales identified in the
Green Valley Specific Plan (GVSP). The parks are identified on Figure 16, Conceptual Landscape Plans; the trails are identified on Figure 14, Pedestrian Circulation System; and the swales are identified on Figure 7, Drainage Plan, all within the GVSP.

It is noted that:
1. The location of these improvements is subject to change.
2. Lots designated for tot lots, swimming pools and other recreational use are to be maintained by the Homeowners Association and are not the responsibility of Benefit Zone 127 or the City of Perris.

The second category of improvements to be maintained consists of the landscaping, irrigation, hardscape and appurtenances located within the parkways and medians adjacent to the tracts. Medians are to be fully improved. Parkways adjacent to and entering Tracts 36988, 36989 and 37262 are to be fully improved.

The following lists information on the location and extent of the improvements. Noted are interim parkway improvements to be fully improved in the future by others.

**Ethanac Road**, from Goetz Road to Murrieta Road
- Medians, fully improved
- North Parkway
  - Partially improved from Goetz Road to the southwest corner of Tract 36989 with 3-inch thick mulch within future 9-foot wide trail
  - Fully improved from the southwest corner of Tract 36989 to Murrieta Road

**Goetz Road**, from Ethanac Road to the northwest corner of Tract 37262
- Medians, fully improved
- East Parkway
  - Partially improved from Ethanac Road to West Elm Parkway with 3-inch thick mulch within future 6-foot wide jogging trail and within future 7-foot wide fully improved landscaped easement
  - Fully improved from West Elm Parkway to the northwest corner of Tract 37262

**Green Valley Parkway**, from northeast corner of Tract 37262 to Murrieta Road
- Medians, fully improved
- North and East Parkways
  - Partially improved with 3-inch thick mulch within future 8-foot wide fully improved landscaped easement
- South and West Parkways, fully improved

**Murrieta Road**, from Green Valley Parkway to Ethanac Road
- Medians, fully improved
- West Parkway, fully improved
- East Parkway
Partially improved with 3-inch thick mulch within future 9-foot wide fully landscaped easement

**West Elm Parkway**, from Goetz Road to Green Valley Parkway
- Medians, fully improved
- North and South Parkways, fully improved

**Benefit Zone 128**: The landscape improvements include those shown on the plans and specifications for CUP 16-05237. These permanent improvements are within the Ramona Expressway median located parallel to Benefit Zone 128.

**Benefit Zone 129**: The landscape improvements include those shown on the plans and specifications for CUP 02-0061. These permanent improvements are located within the Perris Boulevard and Walnut Avenue parkways and easements located parallel to Benefit Zone 129.

**Benefit Zone 130**: The landscape improvements include those shown on the plans and specifications for Parcel Map 37055. These permanent improvements are within the following:

- Harley Knox Boulevard medians along Benefit Zones 130, between Interstate 215 and the Oleander Connector.

- Entry monuments and parkway located at the northeast and southeast corners of Harley Knox Boulevard and Western Way.

- Harley Knox Boulevard parkways adjacent to Benefit Zone 130, between Interstate 215 to the northeast corner of Assessor Parcel Number 294-210-014.

- Oleander Avenue parkways adjacent to Benefit Zone 130 and between the Oleander Connector and the southwest corner of Benefit Zone 130, anc

- Slope area between the north boundary of Benefit Zone 130 and Harley Knox Boulevard.

**Benefit Zone 131**: The landscape improvements include those shown on the plans and specifications for Parcel Map 36678. These permanent improvements are within Patterson Avenue, Markham Street, Webster Avenue, and Washington Street parkways along the frontage of Benefit Zone 131.

**Benefit Zone 132**: The landscape improvements include those shown on the plans and specifications for CUP 16-05189. These permanent improvements are within the following:

- North-half of San Jacinto Avenue medians adjacent to Benefit Zone 132, between La Bonita Avenue and the southeast corner of Assessor Parcel Number 311-210-012.

- San Jacinto Avenue parkways adjacent to Benefit Zone 132, between La Bonita Avenue and the southeast corner of Assessor Parcel Number 311-210-012.
**Benefit Zone 133:** The landscape improvements include those shown on the plans and specifications for DPR 06-0059. These permanent improvements are within the following:

- Harley Knox Boulevard medians, parkways and infiltration basins parallel to the north boundary of Benefit Zone 133.
- Nance Street parkways and infiltration basins parallel to the south boundary of Benefit Zone 133.
- Detention basin located in the southwest corner of Benefit Zone 133 and adjacent to the above-noted Nance Street parkways and infiltration basins.

**Benefit Zone 134:** The landscape improvements include those shown on the plans and specifications for Parcel Map 37187. These permanent improvements are within the following:

- East-half of Indian Avenue medians between Markham Street and Perry Street.
- Markham Street, Indian Avenue and Perry Street parkways adjacent to Benefit Zone 134.

**Benefit Zone 135:** The landscape improvements include those shown on the plans and specifications for DPR 18-00015. These permanent improvements are located within the Indian Avenue medians and parkways and the Markham Street parkways along the frontage of Benefit Zone 135.

**Benefit Zone 136:** The landscape improvements include those shown on the plans and specifications for CUP 16-05168. In general, there are four categories of permanent improvements to be maintained.

- Category 1 improvements consist of the Ethanac and Trumble Road parkways located within the public-right-of-way and along the frontage of Benefit Zone 136.
- Category 2 improvements consist of the future Encanto Drive parkways and Ethanac and Trumble Road landscaped medians located within the public-right-of-way and along the frontage of Benefit Zone 136.
- Category 3 improvements consist of Basin N and the WQMP Bio-Swale, both located within the Ethanac Road and Trumble Road public right-of-way and behind the property line. Annual maintenance of the Category 3 improvements is the responsibility of the property owner. Due to the nature and location of these facilities, if not maintained to standard, an assessment for maintenance is provided for under Benefit Zone 136.
- Category 4 improvements consist of additional landscaping behind the property line adjacent to the Category 1, 2 and 3 improvements. Annual maintenance of the Category 4 improvements is the responsibility of the property owner. Due to
the nature and location of these facilities, if not maintained to standard, an assessment for maintenance is provided for under Benefit Zone 136.

Benefit Zone 137: The landscape improvements include those shown on the plans and specifications for Parcel Map 35268. These permanent improvements are located within the Redlands Avenue medians and parkways along the frontage of Benefit Zone 137.

Benefit Zone 138: The landscape improvements include those shown on the plans and specifications for DPR 06-0635. These permanent improvements are located within the Rider Avenue medians and parkways along the frontage of Benefit Zone 138.

Benefit Zone 139: The landscape improvements include those shown on the plans and specifications for Parcel Map 35762. These permanent improvements are located within the Case Road medians and parkways along the frontage of Benefit Zone 139.

Benefit Zone 141: The landscape improvements include those shown on the plans and specifications for Parcel 2, PM 33587. There are two categories of permanent improvements to be maintained.

- The first category of improvements to be maintained are located within the Indian Avenue and Perris Boulevard medians previously assessed to Benefit Zone 141 under Benefit Zone 94.
- The second category of improvements to be maintained are located within the Markham Street parkways along the frontage of Benefit Zone 141.

Benefit Zone 144: The landscape improvements include those shown on the plans and specifications for PR 17-05194. These permanent improvements are located within the Harley Knox Boulevard medians and parkways along the frontage of Benefit Zone 137.

It is noted that all wall maintenance is limited to graffiti removal.
### III. ESTIMATED COSTS OF IMPROVEMENTS

**FISCAL YEAR 2019/20 COST ESTIMATE**  
**LANDSCAPE MAINTENANCE DISTRICT NO. 1**  
**CITY OF PERRIS**

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**Systems Management**

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IV. METHOD OF APPORTIONMENT

A. SPECIAL BENEFIT ANALYSIS

The 1972 Act permits the formation of Districts to provide funding for the maintenance, repair and servicing of certain public landscaped improvements and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value.

As set forth below, only special benefits may be assessed, and the District must separate the general benefits from the special benefits:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The cost of any general benefit is to be contributed by the City and not assessed to the Benefit Zone. Additionally, pursuant to Article XIII-D, Section 4, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel. The annual assessments outlined in this Report are based on the estimated costs to provide the necessary service, operation, administration, and maintenance required each year to keep these improvements in a satisfactory condition.

The special benefits associated with landscaped improvements include, but are not limited to:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the Zones providing a positive representation of the area. Increased appeal lowers vacancy rates, raises rental and sales rates, and attracts shoppers.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Increases livability through reduced stress and stress-related health concerns of residents and employees.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the Zones by moderating temperatures, providing oxygenation and attenuating noise.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.
- Environmental enhancement through improved erosion resistance, reduced evaporation, soil degradation, storm water runoff, and flooding.
- Provides cleaner air with the filtration of pollutants, dust and debris.
Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these improvements and facilities. The continued maintenance of landscaped improvements and facilities installed by developers was guaranteed through the establishment of a Benefit Zone. These facilities were constructed as a condition of subdivision and development. Thus, the ability to establish each distinct and separate lot which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity is a distinct special benefit conferred only to the real property located in the Benefit Zones.

All the preceding special benefits contribute to a specific enhancement and desirability of each of the assessed parcels within each Benefit Zone. To fairly apportion the costs based on benefit to each parcel, the formula used for calculating assessments in each Benefit Zone should therefore reflect the composition of the parcels and the improvements and services provided.

B. GENERAL BENEFIT ANALYSIS

The landscaped improvements are located within and/or immediately adjacent to properties within the Benefit Zones. The improvements were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the respective Benefit Zones.

Landscaping in the medians along the major thoroughfares provides only incidental, negligible and non-quantifiable benefits to motorists traveling to, from or through the City. Operation and maintenance of the trails and greenways within the City provides only incidental, negligible and non-quantifiable benefits to pedestrians and cyclists traveling through the trails and greenbelts.

Any benefit received by properties outside of the Benefit Zones is inadvertent and unintentional. Therefore, any general benefits associated with the maintenance and servicing of the landscaped improvements are merely incidental, negligible, and non-quantifiable.

The improvements detailed in Section II herein confer special benefits that affect the assessed property in a way that is particular and distinct from the effects on other parcels and that real property in general and the public at large do not share.

C. ASSESSMENT METHODOLOGY

The method of apportionment is based on Benefit Units (BU) assigned to the parcels within each Benefit Zone. Based on a parcel’s share of the total BU within that Benefit Zone, the costs of that Benefit Zone are apportioned to the parcels within that Benefit Zone.

At the time the development is annexed into the District, the assigned Benefit Zone is identified as residential or non-residential. Parcels within a residential development are assigned one BU per single family home or condominium. With the exception of Benefit Zone 23, parcels within a non-residential development are assigned one Benefit Unit per acre. Parcels within Benefit Zone 23 are assessed based upon the proration of each parcel’s street frontage along the improvements maintained.

A parcel’s non-residential acreage is to be reduced by the area(s) within the parcel that receives little or no benefit from the maintenance of the improvements funded by that
Benefit Zone. Areas that do not benefit and are not to be assessed may include, but are not limited to: open space, green belts, lakes, and public-use easements and right of ways. Properties with highly restricted or no development potential and parcels that are typically not assigned an Assessor’s parcel number, such as public streets, roadways or landscape easements are not to be assessed. Pending the recordation of final maps, BUs are assessed according to the number of single family homes or nonresidential acreage within the proposed development.

The following table provides the weighting factors applied to determine each parcel’s BU.

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The assessment applied to each parcel within a Zone is based on the cost to provide the improvements minus any other revenues available. This amount represents the “Total Balance to Levy”. The following formulas are used to calculate each parcel’s assessment or “Parcel Levy Amount”.

\[
\text{Total Balance to Levy} / \text{Total BU in Zone} = \text{Levy per BU (rate)}
\]

\[
\text{Assessed Parcel BU} \times \text{Levy per BU (rate)} = \text{Parcel Levy Amount}
\]

D. ASSESSMENT RANGE FORMULA

For Benefit Zones 25 through 136, the maximum assessment rate will be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record (ENR). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year. For Fiscal Year 2019/2020, the ENR increase is 2.1%.

Benefit Zones 1 through 24 were established with no annual assessment escalation clause. Assessments for these Benefit Zones cannot be increase without the procedures and approval process of Proposition 218.

For the current maximum annual assessment and the levy assessed for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Exhibit B.
V. ASSESSMENT ROLL

The assessments to be levied are based on the estimated cost to maintain the improvements provided by the District and associated with each of the Benefit Zones therein. The various improvements within each Zone of the District and the costs of those improvements are identified and budgeted separately, including expenditures, deficits, surpluses, revenues, and reserves. Each parcel within a Zone is assessed proportionately for only those improvements provided in that Zone and for which the parcel receives benefit.

The benefit provided is the necessary maintenance and servicing of public landscaping improvements within each Benefit Zone. These improvements include, but are not limited to, turf, ground cover, shrubs and trees, sprinkler and irrigation systems, ornamental lighting and other lighting structures, drainage systems, masonry walls (graffiti removal only), entryway monuments, and associated appurtenances. The assessments provide funds for the operation, administration and maintenance required to keep the above-mentioned improvements in a healthy and vigorous condition.

The proposed assessment for Fiscal Year 2019/20 may be less than or equal to the maximum assessment rate previously approved for each of the various Benefit Zones within the District. Any proposed assessment that exceeds the maximum assessment rate requires property owner ballot proceedings for the incremental assessment increase.

The number of Benefit Units, the Fiscal Year 2019/20 assessment per Benefit Unit and total, and the maximum assessment per Benefit Unit and total, by Benefit Zone, are listed on the following page.

For the specific assessment on each parcel, reference is made to the Assessment Roll in Exhibit B.
### Fiscal Year 2019/20 Assessment Roll (By Benefit Zone)

#### Landscaping Maintenance District No. 1

**City of Perris**

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| 95           | M & P        | 1,703.76              | 1,703.76             | 1,786.50           | 1,786.50          | 0.00                  | 0.00                 | 0.00               | 0.00              | 1,703.76             |
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| 96           | P            | 92.57                 | 338.15               | 31,302.55          | 575.41            | 53,265.70             | 0.00                 | 0.00               | 0.00              | 31,302.54            |

| 97           | M            | 45.23                 | 291.17               | 13,169.62          | 305.31            | 13,809.17             | 0.00                 | 0.00               | 0.00              | 13,169.62            |
| 97           | P            | 45.23                 | 489.45               | 22,137.82          | 732.81            | 33,145.00             | 0.00                 | 0.00               | 0.00              | 22,137.46            |
| 98           | M            | 1.00                  | 2,537.87             | 2,537.87           | 2,661.12          | 2,661.12              | 0.00                 | 0.00               | 0.00              | 2,537.87             |
| 98           | P            | 1.00                  | 7,924.65             | 7,924.65           | 8,309.53          | 8,309.53              | 0.00                 | 0.00               | 0.00              | 7,924.65             |
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| 99           | P            | 2.75                  | 2,500.85             | 6,877.34           | 2,622.31          | 7,211.34              | 0.00                 | 0.00               | 0.00              | 6,877.33             |

**E** - designated assessment for entrance; **M** - designated assessment for medians; **O** - designated assessment for owner maintained; **P** - designated assessment for parkways and other landscaping; **S** - designated assessment for slopes
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E - designated assessment for entrance; M - designated assessment for medians; O - designated assessment for owner maintained; P - designated assessment for parkways and other landscaping; S - designated assessment for slopes
EXHIBIT A – FISCAL YEAR 2019/20 DIAGRAM

The Fiscal Year 2019/20 Diagram is incorporated herein as Exhibit A.
# Diagram of Landscape Maintenance District No. 1

City of Perris, County of Riverside, State of California  
Fiscal Year 2019/2020  
Sheet 10 of 10

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<th>Assessed (Y/N)</th>
<th>Zone</th>
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<th>Assessed (Y/N)</th>
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EXHIBIT B – FISCAL YEAR 2019/20 ASSESSMENT ROLL

The Fiscal Year 2019/20 Assessment Roll is incorporated herein as Exhibit B.
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ENGINEER'S REPORT FOR LEVY OF ANNUAL ASSESSMENTS FOR FISCAL YEAR 2019-2020 FOR CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") on March 12, 2019, adopted its Resolution initiating proceedings for the levy of annual assessments for Fiscal Year 2019-2020 for City of Perris Landscape Maintenance District Number 1 and has ordered the Engineer of Work to prepare and file a report in accordance with Sections 22565, et seq., of the California Streets and Highways Code (the "Code"); 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 the City Council for consideration and has been fully considered by the City Council and the City Council finds that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. That the Engineer's estimate prepared by the City Engineer and Finance Director of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 2. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 3. That the proposed assessments upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 4. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed district.
RESOLUTION NUMBER XXXX

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN;

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

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

WHEREAS, this City Council wished to levy and collect annual special assessments within those areas presently designated City of Perris Landscape Maintenance District Number 1 (hereinafter referred to as "District") pursuant to the Landscaping and Lighting Act of 1972, Streets and Highways Code Section 22500, et seq.; and

WHEREAS, the City Engineer has prepared and filed with the City Clerk a report containing the matters specified in Section 22567, et seq., of the California Streets and Highways Code (the "Engineer’s Report"); and

WHEREAS, the City Council has read, reviewed and approved the Engineer’s Report as filed; and

WHEREAS, the public interest and convenience require the installation, construction, maintenance, servicing and operation of landscaping improvements and appurtenant facilities within the City of Perris Landscape Maintenance District Number 1.

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

Section 1. That this City Council hereby declares its intention to levy and collect special assessments within the boundaries of the City of Perris Landscape Maintenance District Number 1 (the "District") for Fiscal Year 2019-2020 pursuant to the Landscaping and Lighting Act of 1972 to pay the costs of installation or construction of landscaping improvements and facilities and the ordinary and usual maintenance, operation and servicing of certain
RESOLUTION NUMBER XXXX

landscaping improvements within roadway right-of-way and public utility easements within the incorporated boundaries of the City of Perris as they existed on July 1, 2018, more particularly described on a map which is on file in the City Clerk's office entitled "Diagram of City of Perris Landscape Maintenance District Number 1".

Section 2. That the existing improvements consist generally of the maintenance of certain landscaping improvements including the furnishing of utilities such as electric current and water.

Section 3. That the maintenance proposed to be performed consists of the ordinary and usual maintenance, operation and servicing of landscaping improvements.

Section 4. That the servicing and operation proposed to be performed consists of the repair, removal or replacement of all or any part of the improvements thereon.

Section 5. That the contemplated work, in the opinion of this City Council, is of more than local or ordinary public benefit, and this City Council hereby makes the expenses of said work chargeable upon the District, which District is assessed to pay the costs and expenses thereof.

Section 6. That this City Council has approved the Engineer’s Report which report indicates the amount of the proposed assessment, the District boundary, assessment zones, detailed description of improvements, and the method of assessment. The Engineer’s Report, which is fully titled “City of Perris, Landscape Maintenance District Number 1, Fiscal Year 2019/20 Engineer's Annual Report” is on file in the office of the City Clerk. Reference is hereby made to the Engineer's Report on file with the City Clerk for a full and detailed description of the existing improvements and maintenance, the boundaries of the proposed District, and the proposed assessments upon assessable lots and parcels of land within the District.

Section 7. The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council of said District and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

Section 8. The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer’s Report, so long as the assessments are necessary to finance the improvements specified in Section 3, herein. The assessment amounts as contained in the Engineer’s Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.
Section 9. Notice is hereby given that June 11, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed special assessments for Fiscal Year 2019-2020, and that any interested persons may file a written protest with the City Clerk prior to the conclusion of the hearing, which protest must state all grounds of objection and describe the property within the District owned by them.

Section 10. The City Clerk shall cause this Resolution of Intention to be published once at least 10 days prior to the Public Hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris Progress is hereby designated as the newspaper in which the City Clerk shall publish this Resolution of Intention. Upon completion of giving notice, the City Clerk is further directed to file in her office a proof of publication setting forth compliance with the requirements for publishing.

Section 11. That this City Council does hereby designate, Habib Motlagh, City Engineer, (951) 943-6504 as the person to answer inquiries regarding the District and the levying and collection of the proposed special assessments for Fiscal Year 2019-2020.

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

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 14th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
MEETING DATE: May 14, 2019

SUBJECT: Annual Engineer's Report for Flood Control Maintenance District No. 1 (FY 2019-2020)

REQUESTED ACTION: Adoption of Resolution of Intention to Levy and Collect Annual Assessments under FCMD 1 and setting a public hearing date of June 11, 2019

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: FCMD 1 includes residential tracts and commercial developments throughout the City as located on the Diagram within the attached Engineer's Report (Exhibit A).

March 12, 2019, the City Council ordered the preparation of the annual Engineer's Report for FCMD 1. This District provides funding for the annual maintenance of street (residential streets only) and flood control improvements constructed in conjunction with new development.

BUDGET (or FISCAL) IMPACT: 74 flood benefit zones (FCBZ), and 20 street repair zones will be assessed in Fiscal Year 2019-2020. The assessments for FY 2019-2020 total $2,036,626.38.

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
1. Engineer's Report
2. Resolution of Intention to Levy and Collect Annual Assessments Under FCMD 1 and setting a public hearing date of June 11, 2019

Consent: x
Public Hearing:
Business Item:
Presentation:
Other:
CITY OF PERRIS

FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

FISCAL YEAR 2019/20
ENGINEER’S ANNUAL LEVY REPORT

INTENT MEETING: MAY 14, 2019
PUBLIC HEARING: JUNE 11, 2019
ENGINEER'S REPORT AFFIDAVIT
Establishment of Annual Assessments for the:

Flood Control Maintenance District No. 1
City of Perris,
County of Riverside, State of California

This Report describes the District and relevant zones therein including the improvements, budgets, parcels and assessments to be levied for Fiscal Year 2019/20, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Riverside County Assessor’s maps for a detailed description of the lines and dimensions of parcels within the District. The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this 14th day of May 2019.

HABIB M. MOTLAGH
City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

RON CARR
Interim Director of Finance
CITY OF PERRIS
STATE OF CALIFORNIA

Filed in the Office of the City Clerk on the 14th day of May, 2019. Final approval, confirmation and levy of the annual assessment and all matters in the Engineer's "Report" were made on the 11th day of June 2019 by adoption of Resolution No. ______ of the City Council.

NANCY SALAZAR
City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA
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I. OVERVIEW

A. INTRODUCTION

This report is prepared in compliance with the requirements of Article 4 of Chapter 6.4, of the Benefit Assessment Act of 1982, (hereinafter referred to as the "1982 Act") of the California Government Code. The City Council of the City of Perris, being the legislative body for the Drainage Benefit Assessment Areas ("FC Benefit Zones"), may, pursuant to the 1982 Act, levy annual assessments and act as the governing body for the operations and administration of the FC Benefit Zones. The 1982 Act provides for the levy of annual assessments after formation of an assessment district for the continued maintenance and servicing of the district improvements. The costs associated with the installation, maintenance, and service of the improvements may be assessed to those properties which benefit by the installation, maintenance, and service.

B. RIGHT TO VOTE ON TAXES ACT (PROPOSITION 218)

On November 5, 1996, the electorate approved Proposition 218, Right to Vote on Taxes Act, which added Articles XIIIIC and XIXID to the California Constitution. The Proposition affects all assessments upon real property for a special benefit conferred on the property.

Assessments for Flood Control Benefit Zones 1 through 5 were established before November 5, 1996, therefore they were exempt from the provisions of Proposition 218. Subsequent increases in these Zones, if any, will be subject to the procedures and approval process of Section 4 of Article XIXID.

Flood Control Benefit Zones 6 through 106, and 110 were established under the provisions of Proposition 218. Each year the current maximum annual assessment shall be increased by an amount equal to the "Common Labor, Construction Cost Index", as published by Engineering News Record. If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Assessments, if authorized by the City Council, will be placed on the Fiscal Year 2019/20 Riverside County Property Tax Roll. Reserve funds will be used to fund the maintenance and service until the first installment of assessment funds are distributed by the County Tax Collector in January of 2020.
II. PLANS AND SPECIFICATIONS

A. DESCRIPTION OF THE FLOOD CONTROL BENEFIT ZONES

Maintenance for the Flood Control Benefit Zones ("FC Benefit Zones") include, but are not limited to, general clean up and debris removal, inspections, stenciling, replacement and repairs. Annual photo documentation is scheduled to take place, along with silt removal as required. Depending on that year's storm drain flow and the level of debris in the flow, a system cleaning may be required after the first rain and again during or at the end of the rainy season.

In general, these improvements channel, contain and convey the storm flow generated within the respective benefit zone. All facilities are located in the public right-of-way or easements. The improvements to be maintained and serviced, by Benefit Zone, are further described as follows:

**FC Benefit Zone 1:** These flood control improvements consist of a reinforced concrete storm drain which transports storm water runoff from the southeast corner of Tract 19893, southerly within Wilson Avenue, to the Riverside County Flood Control and Water Conservation District’s facility known as the Sunset Channel, Line “J”. The drains to be maintained were constructed by Tract 19893.

**FC Benefit Zone 2:** These flood control improvements consist of reinforced concrete storm drains which transport storm water runoff from the southeast and southwest corners of Tract 20538, southerly along Perris Boulevard and Johnson Avenue, easterly along Pecos Road and southerly along Redlands Boulevard, to the Riverside County Flood Control and Water Conservation District’s facility known as the Sunset Channel, Line “J”. The channels and reinforced concrete drains to be maintained were constructed by Tract 20538.

**FC Benefit Zone 3:** The flood control improvements for Tracts 22832 through 22845 consist of a combination of interim graded channels and closed conduit reinforced concrete pipes which transport storm water runoff from the southwest portions of Tracts 22838 and 22845 westerly to the Perris Valley Storm Drain.

**FC Benefit Zone 4:** These flood control improvements consist of a series of storm drains and laterals, with the construction being of reinforced concrete box or pipe, excluding facilities maintained by the Riverside County Flood Control District. The storm drains outlet into the existing Metz Detention Basin northeast of Tract 24715. The drains to be maintained were constructed by Tract 24715.

**FC Benefit Zone 5:** The flood control improvements consist of closed conduit reinforced concrete pipes. The limits of the improvements are from approximately River Road on the west, Penasco Grande Street on the south, off-site undeveloped property on the north, and "A" Street on the east.

Closed conduit reinforced concrete pipes have been constructed along Celebration Lane and Yucateca Street, north of Celebration Lane. The easterly terminus of the closed conduit reinforced concrete storm drain along Celebration Lane join existing reinforced
concrete storm drains constructed in "A" Street. The closed conduit storm drains to be maintained were constructed by Tracts 24809, 24809-1 and 24809-2.

**FC Benefit Zone 6:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 27544-1 and -2. The public facilities include the catch basins, storm drains, a temporary drainage channel in an easement extending from the southeast corner of Parcel 13, Parcel Map 34131, northly approximately 1,236 lineal feet, including inlet to Line K and 24" RCP extending east, under Perris Boulevard, and connecting to the Avocado Channel, and appurtenances.

**FC Benefit Zone 7:** The flood control improvements consist of a graded earthen channel, culvert headwalls and endwalls, reinforced concrete box culvert, Portland Cement concrete paved channel, reinforced concrete pipe, corrugated steel pipe arch, catch basins and appurtenant work. The improvements to be maintained were constructed by Parcel Map 26618.

All facilities were constructed along the Ramona Expressway frontage of Parcel Map 26618 within the parkway, with the exception of a catch basin and connecting pipe that was constructed along the Perris Boulevard frontage.

**FC Benefit Zone 8:** The pipelines to be maintained include storm drain facilities constructed by DPR 98/94.

**FC Benefit Zone 9:** The pipelines to be maintained include storm drain facilities constructed by DPR 99/0174

**FC Benefit Zone 10:** The pipelines to be maintained include storm drain facilities constructed by PUP 99/0079.

**FC Benefit Zone 11:** The pipelines to be maintained include storm drain facilities constructed by CUP 99/0185.

**FC Benefit Zone 12:** The pipelines to be maintained include storm drain facilities constructed by CUP 98/0081.

**FC Benefit Zone 13:** The pipelines to be maintained include storm drain facilities constructed by DPR 97/0111.

**FC Benefit Zone 14:** The flood control improvements to be maintained include facilities that will accommodate the sheet flow from the north and east, as well as the flow generated within FC Benefit Zone 14. The streets within FC Benefit Zone 14 were designed to carry the 10-year flow within the curb and a 100-year flow within the right-of-way. Reinforced concrete pipes, nuisance drainage pipes, catch basins and appurtenances will protect flooding within the tract and convey the flow southerly to the proposed 70'-wide channel that runs along the southerly boundary of FC Benefit Zone 14 to the future Perris Valley Storm Drain Channel. Pending the completion of the Perris Valley Storm Drain Channel, a 10'-wide concrete pad with a 3'-wide gutter at the center of the pad will be constructed at the bottom of the 70'-wide channel.

**FC Benefit Zone 14C:** Additional flood control improvements to be maintained by FC Benefit Zone 14A include storm drain facilities that will accommodate the flow generated
within Tract 30380. The flow is directed along the public right-of-way into storm drains and then directed to the above-noted storm drain channel.

**FC Benefit Zone 15:** The flood control improvements to be maintained include facilities that will accommodate the sheet flow from the south, as well as the flow generated within Tract 28986. Along the southern boundary of this development, there are slopes in excess of 30%. There are also steep hills along the western boundary and the southeast corner of the development. The natural drainage pattern continues northerly becoming more moderate with 3-7% slopes with the development ending at a gentle slope.

The tributary drainage and the flow generated within the development is directed northerly through dedicated drainage easements, along the public right-of-way and into storm drains to the project boundary and then directed into drainage easements in the Southern California Edison property. Culverts will accommodate the flow that would otherwise cross the Secondary Access Road.

The permanent storm drain system consists of multiple lines with pipe sizes ranging from 18-inch to 54-inch. All storm drain facilities fall within the street right-of-way except for segments within drainage easements.

**FC Benefit Zone 16:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 24111. The flow generated within FC Benefit Zone 16 is directed along the public right-of-way into storm drains and then directed to the Perris Valley Storm Drain.

**FC Benefit Zone 17:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 30382. The flow generated within FC Benefit Zone 17 is directed along the public right-of-way into storm drains and then directed to the Metz Storm Drain.

**FC Benefit Zone 18A:** The flood control improvements to be maintained include storm drain facilities constructed for Tract 30144 by Tract 20645. The flow generated within FC Benefit Zone 18 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

**FC Benefit Zone 18B:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31683, as well as, Tracts 20645 and 30144 that will protect flooding within the tract. These facilities include the inlets, reinforced concrete pipes, outlets, and appurtenances that convey the storm drain flow into a Storm Drain Channel.

**FC Benefit Zone 19:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 26386. The flow generated within FC Benefit Zone 19 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

**FC Benefit Zone 20:** The flood control improvements to be maintained include storm drain facilities constructed by DPR 98-0071. The flow generated within FC Benefit Zone 20 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.
**FC Benefit Zone 21:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 30751. The flow generated within FC Benefit Zone 21 is directed along the public right-of-way into storm drains and then directed to the Storm Drain Channel.

**FC Benefit Zone 22:** The flood control improvements to be maintained includes storm drainage facilities that will accommodate the flow of storm water generated within Tract 30490. The flow is initially directed in a southerly direction, along the public right-of-ways, into the catch basins and then into the storm drains.

The flow then heads through a series of storm drains that terminate on Lot A, Tract 30490. The 3-acre lot serves as a detention basin that includes a graded earthen channel that directs the storm water west and parallel to Rider Street back into a storm drain that continues southwesterly under the intersection of Old Evans Road and Rider Street.

The storm drain then continues south along the west side of Old Evans Road and terminates into an area identified as DB4 on the plans prepared by Rick Engineering Company entitled, "Perris Valley Storm Drain, Perris Valley MDP". This 11.9-acre area serves as a detention basin that includes a graded earthen channel that directs the storm water southwesterly along Old Evans Road back into a storm drain that extends to the Perris Valley Storm Drain Channel.

Within this storm drainage system, four hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets. The storm drainage and hydraulic separators are to be maintained by FC Benefit Zone 22. The basins and channels are being maintained as parks under Benefit Zone 50, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California.

**FC Benefit Zone 23:** The flood control improvements to be maintained include storm drain facilities constructed by Tract 31114. The flow generated within FC Benefit Zone 23 is directed along the public right-of-way into storm drains, through a storm water separator, and then directed to the Storm Drain Channel.

**FC Benefit Zone 24:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31241. These facilities include the reinforced concrete pipes and catch basins that convey the storm drain flow into a detention basin. The detention basin is located within Lots P and Q, Tract 31241. Within this storm drainage system, two hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets.

**FC Benefit Zone 25:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tracts 30662 and 31564. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the storm drain flow into channels, bio-swales, debris basins and detention basins, and appurtenant facilities. The channels, bio-swales, debris basins and detention basins are being maintained under City of Perris' Landscape Maintenance District No. 1, Benefit Zone 53.

**FC Benefit Zone 26:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31678. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the...
storm drain flow into a detention basin, an earthen channel and box culverts. Within this storm drainage system is a hydraulic separator, sand filter and detention basin chamber that has been placed to dissipate the storm flow and collect pollutants carried from the streets.

**FC Benefit Zone 27:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31226. These facilities include the storm drains, catch basins, hydraulic separator, cleanouts, inlets, outlets and appurtenances.

**FC Benefit Zone 28:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31201. These facilities include a detention basin, along with the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow in and out of the basin.

**FC Benefit Zone 29:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 31178. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel. Within this storm drainage system, a hydraulic separator and diverter manhole have been placed to dissipate the storm flow and collect pollutants carried from the streets.

Included in the maintenance is streets is the twelve-foot wide access road within the thirty-foot wide easement along the west boundary of FC Benefit Zone 29.

**FC Benefit Zone 31:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 29425. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts and appurtenances that convey the storm drain flow into a detention basin/water quality basin.

**FC Benefit Zone 32A and 32B:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tracts 30773 and 31416. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 30773 is within FC Benefit Zone 32A and Tract 31416 is within FC Benefit Zone 32B.

The flow from FC Benefit Zone 32A is initially directed in a southeasterly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and through a series of storm drains that terminates into said existing storm drain facilities.

The flow from FC Benefit Zone 32B is directed in a westerly direction, through hydraulic separators and dry wells, along the public right-of-ways, into the catch basins and then
into a storm drainage system. The flow is then directed through a series of storm drains that extends to the Perris Valley Storm Drain Channel.

Included in the maintenance of streets is the sidewalk/access road across Lot J, Tract 31416.

**FC Benefit Zone 33:** The pipelines to be maintained include both and off-site facilities constructed by DPR 01-0123, including the flood control channel along Morgan and Indian Avenues and bordering the development.

**FC Benefit Zone 34:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed by Tract 32262. Within the storm drainage system to be maintained, Lots Q and R, Tract 32262 and a water quality basin (13.8 ac.) have been placed to direct and dissipate the storm flow and collect pollutants carried from the streets.

Other facilities to be maintained include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 35A and 35B:** The flood control improvements to be maintained include facilities constructed by Amended Tracts 22832 and 22833 and Tract 33227. These facilities include the inlets, reinforced concrete pipes, catch basins, outlets, channels, box culverts, hydraulic separators, and appurtenances that convey the storm drain flow into an existing storm drainage system. Reference is made to the off-site storm drainage facilities maintained under FC Benefit Zone 22 for a more detailed description of these existing facilities.

The flow within each of the tracts is directed into different drainage systems. To reflect the benefit received from each drainage system, Tract 33227 is within FC Benefit Zone 35A and Amended Tracts 22832 and 22833 are within FC Benefit Zone 35B.

Within the tract’s drainage system, hydraulic separators have been placed to dissipate the storm flow and collect pollutants carried from the streets. The hydraulic separator for Tract 33227 will be assessed to FC Benefit Zone 35A; and the hydraulic separators installed for Amended Tracts 22832 and 22833 will be assessed to FC Benefit Zone 35B.

The Homeowners Association for Tract 33227 will be maintaining the interior streets. Accordingly, FC Benefit Zone 35A will not be assessed for street maintenance. The interior streets within Amended Tracts 22832 and 22833 will be maintained under FC Benefit Zone 35B.

It is also noted that the Homeowners Association for Tract 33227 will be maintaining the private storm drain facilities constructed that are not within the City of Perris’ right-of-way.

**FC Benefit Zone 36:** The flood control improvements to be maintained include the storm drain facilities constructed for the Triple Crown Elementary School. These facilities include the 18" storm drain, catch basin (No. 5), inlets and appurtenances within Valencia Street. The transition structure connecting to the on-site 36" storm is to be maintained by the property owner.
Also included are the 18" and 36" storm drain, catch basins (No. 1 through 4), inlets and appurtenances within Orange Avenue. The transition structure connecting to the on-site 36" storm drain is to be maintained by the property owner.

**FC Benefit Zone 37:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0343. These facilities include the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow within the public right-of-way and into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 38:** The flood control improvements to be maintained include the storm drain facilities constructed for the Skyview Elementary School. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances that convey the storm drain flow to the Metz Storm Drain Channel.

**FC Benefit Zone 39:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0192. The facilities include the storm drain, catch basins, inlets, outlets and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 40:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 32793 and 33720. These facilities include the storm drain, catch basins, inlets, outlets, channels, dikes, drains, cleanouts, a water filter unit, and appurtenances.

**FC Benefit Zone 41:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31832. These facilities include the storm drains, catch basins, outlets and appurtenances that convey the storm drain flow into the Perris Valley Storm Drain Channel.

**FC Benefit Zone 42:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 31743. These facilities include the detention basin (Parcel C, Parcel Map 31743), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin. After containment, the two-unit pump will bring the flow up to "B" Street, where it will continue in a southerly direction.

**FC Benefit Zone 43:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tract 32769. These facilities the detention basin (Lot 20, Tract 32769), as well as, the storm drains, catch basins, inlets, outlets and appurtenances that convey the storm drain flow into the basin. After containment, the two-unit pump will bring the flow up to "B" Street, where it will continue in a southerly direction.

**FC Benefit Zone 44:** The flood control improvements to be maintained include interior streets and storm drain facilities constructed for Tracts 32707 and 32708.

The public storm drain facilities to be maintained include the storm drains, catch basins, channels, dikes, cleanouts, inlets, outlets and appurtenances.

There are also private flood control facilities and appurtenances that will protect flooding within the tracts. Reference is made to the Storm Drain Maintenance Agreement, Tracts 32707 and 32708 between the City of Perris and Stratford Ranch Partners, LLC, as recorded February 8, 2006, as Instrument Number 2006-0098335, in the Office of the
Recorder of the County of Riverside, State of California, and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto.

The Agreement identifies the private improvements as interim facilities that will accommodate the storm flow from Benefit Zone 44 until the surrounding area is developed and the ultimate regional detention basin, water quality basin and permanent storm drain facilities are constructed. These improvements are identified as storm drains, channels, drains, dikes, cleanouts, inlets, outlets, the Markham Water Quality Basin, the Nance Water Quality Basin and appurtenances.

Until the regional facilities are constructed, the Agreement sets forth certain requirements for the maintenance and upkeep of these private storm drainage facilities. Within Section 10.3 Annexation to Maintenance Districts, the Agreement requires that "... The City Engineer or designee shall calculate the annual assessment amounts necessary to pay for the maintenance of the Improvements as described herein. The assessment amounts shall be included in the maximum assessment rates(s); however, such amounts will not actually be assessed against the parcels in Tracts 32707 or 32708 unless Developer is in default of this Agreement and fails to cure such default pursuant to Section 8."

**FC Benefit Zone 45**: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 30780. These facilities include the storm drains, catch basins, hydraulic separators (3), cleanouts, inlets, outlets and appurtenances.

**FC Benefit Zone 46**: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32249. These facilities include the storm drains, catch basins, water treatment systems (3), dikes, and appurtenances.

**FC Benefit Zone 47**: The flood control improvements to be maintained include the interior streets within Tract 31912.

**FC Benefit Zone 48**: The flood control improvements to be maintained include the storm drain facilities constructed for CUP 06-0158. These public improvements include a concrete flume, storm drain pipes, laterals, catch basins, manholes, transition/junction structures, and appurtenances.

**FC Benefit Zone 49**: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31660. These facilities include the storm drains, catch basins, water treatment systems (3), Evans channel, Evans junction basin, inlets, drains, and appurtenances.

**FC Benefit Zone 50**: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 32428. These facilities include the storm drains, catch basins, water treatment systems (2), dikes, inlets, drains, and appurtenances.

**FC Benefit Zone 51**: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31926. These facilities include the storm drains, catch basins, drains, inlets, outlets, cleanouts and appurtenances.
The storm drain flow will be directed into these facilities and through outlets into the San Jacinto River and into Parcel 1 of Tentative Map 31925. To eliminate pollutants, a bio-swale, also to be maintained, is located at each of the seven outlets. Parcel 1 and the bio-swales are to be maintained by the District.

**FC Benefit Zone 52:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 35676. These facilities include the storm drain within Perris Boulevard, including catch basins and appurtenances.

In addition, five laterals into Line G-1, including catch basins and appurtenances are to be maintained. It is noted that the Riverside County Flood Control and Water Conservation District is responsible for the maintenance and upkeep of Line G-1.

Interim Facilities to be maintained include the 12" RCP under 1) Perry Street between Brennan and Indian Avenues, 2) Perry Street between Indian and Barrett Avenues, and 3) Barrett Avenue between Perry Street and Ramona Expressway.

**FC Benefit Zone 53:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tracts 31650 and 32406. These facilities include the storm drains, clean water filter units (3), catch basins, drains, outlets, and appurtenances.

**FC Benefit Zone 54:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31651. These facilities include the storm drains, clean water filter units (2), catch basins, drains, outlets, and appurtenances.

**FC Benefit Zone 55:** The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 31240. These facilities include the storm drains, 14-foot X 4.5-foot reinforced concrete box, catch basins, special connections, inlets, outlets, cleanouts, and appurtenances.

The storm drain flow will be directed into these facilities and through outlets into the Perris Valley Storm Drain Channel. To eliminate pollutants and overflow, the flow is diverted to the retention basin (Lot 115, Tract 31240-1) and the water quality basin (Lot L, Tract 31240-1) prior to discharge into the storm drain channel.

Reference is made to the Lease Agreement by and between the City of Perris and P-Murrieta-20 Partners, LLC (Corman Leigh Communities), and by reference, is hereby made a part of this report to the same extent as if said Agreement was attached hereto. This Agreement sets forth that the retention basin (Lot 115, Tract 32041-1) is to be maintained by Corman Leigh Communities. The water quality basin (Lot L, Tract 31240-1) is to be maintained under Flood Control Maintenance District No. 1.

**FC Benefit Zone 56:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 33266. These facilities include a 10X5-foot reinforced concrete box, reinforced concrete pipes, catch basins, manholes, junction structures, inlets, outlets and appurtenances that convey the storm drain flow into a water quality basin (privately maintained).
FC Benefit Zone 57: The flood control improvements to be maintained include the storm drain facilities constructed for Parcel Map 34082. These facilities include high-density polyurethane pipes, catch basins, manholes, and appurtenances that convey the storm drain flow into an interim detention basin (Lots 19 and 21) and a water quality basin (Lot D). Maintenance of the water quality basin is provided under Benefit Zone 81, Landscape Maintenance District No. 1.

FC Benefit Zone 58: The flood control improvements to be maintained include the interior streets and storm drain facilities constructed for Tract 34073. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 59: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 05-0279. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 60: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0314. These facilities include the storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 61: The flood control improvements to be maintained include the storm drain facilities constructed for PM 34199. These facilities include the force main, storm drains, catch basins, cleanouts and appurtenances.

FC Benefit Zone 62: The flood control improvements to be maintained include the storm drain facilities constructed for PM 31677. These facilities include the channels, storm drains, laterals, box culverts, catch basins, and appurtenances.

FC Benefit Zone 63: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 04-0464. These facilities include the storm drains, interim outlet channel, 16-foot X 4-foot reinforced concrete box, 12-foot X 4-foot reinforced concrete box, catch basins, inlets, outlets, manholes, junction structures, and appurtenances.

FC Benefit Zone 65: Superseded by FC Benefit Zone 105.

FC Benefit Zone 66: The flood control improvements to be maintained include the storm drain facilities constructed for Tract 33549. These facilities include the storm drains and force main, catch basins, manholes, and appurtenances.

FC Benefit Zones 67 and 68: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 10-03-0009. These facilities include the earthen channel, storm drains, catch basins, manholes, junction structures, and appurtenances.

FC Benefit Zone 69: The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-0045. These facilities include the storm drains, catch basin, manholes, and appurtenances.

FC Benefit Zone 70: The flood control improvements to be maintained include the storm drain facilities constructed for the Perris Valley Aquatic Center. These facilities include
the inlet/outlets, storm drains, earthen swale located north of Vista Road, and appurtenances.

**FC Benefit Zone 71:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 33587. The public facilities include the catch basins, curb inlets, storm drain, and appurtenances and an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that convey the storm drain flow to the Perris Valley Storm Drain Channel.

The private facilities include a detention basin and appurtenances.

**FC Benefit Zone 72:** Superseded by FC Benefit Zone 87.

**FC Benefit Zone 73:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 34131. The public facilities include the catch basins, sidewalk drains, storm drains, drainage channel, drainage swale/de-silt basin/ slope area, rock-lined ditch, and appurtenances.

The private facilities include storm drains, detention basins (2), emergency spillway basin, and appurtenances.

**FC Benefit Zone 74:** The flood control improvements to be maintained include the storm drain facilities constructed for CUP 12-04-0015. These facilities include the inlet/outlets, storm drains, and appurtenances.

**FC Benefit Zone 75:** The flood control improvements to be maintained include the storm drain facilities constructed for Tract 24045-1. These facilities include catch basins, storm drains, appurtenances, and an earthen channel extending in an easterly direction from the easterly terminus of Business Park Drive.

**FC Benefit Zone 76:** The flood control improvements to be maintained include the storm drain facilities constructed for the Southeast High School. There are two categories of improvements to be maintained. The first category of improvements includes catch basins, inlets, 18" storm drain pipe, and appurtenances located within the Evans Road and Lemon Avenue rights-of-way. These improvements shall be maintained under Benefit Zone 76 until a third party other than owner of the area, Val Verde Unified School District, connects to or utilizes these improvements for a third party's benefit. In no case, shall Benefit Zone 76 fund the first category of improvements after the 2021/2022 Fiscal Year.

The second category of improvements are designated to be maintained by Riverside County Flood Control & Water Conservation District (RCFC&WCD) and include approximately 2,200 lineal feet of a double reinforced concrete box, concrete headwall, concrete pads, maintenance access roads with turnaround, gates and chain link fence, approximately 40 lineal feet of an interim inlet structure, and appurtenances. Upon the completion and acceptance of proposed downstream facilities (Line A-H), the second category of improvements will be maintained by RCFC&WCD. In no case, shall Benefit Zone 76 fund the second category of improvements after the 2021/2022 Fiscal Year.

**FC Benefit Zone 77:** The flood control improvements to be maintained include the interior streets and the storm drain facilities constructed for Tract 30850. The storm drain
facilities include catch basins, inlets and outlets; storm drains; detention basins; drainage easements; and appurtenances.

**FC Benefit Zone 78:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 12-05-0013. The storm drain facilities include a catch basin, storm drain and appurtenances.

**FC Benefit Zone 79:** Superseded by FC Benefit Zone 84.

**FC Benefit Zone 80:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 2, PM 36462. The storm drain facilities include catch basins, storm drains and appurtenances.

**FC Benefit Zone 81:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 36469. The storm drain facilities include catch basins, storm drains and appurtenances.

**FC Benefit Zone 82:** The flood control improvements to be maintained include the storm drain facilities constructed for PM 36540. The storm drain facilities include catch basins, storm drains, and appurtenances.

**FC Benefit Zone 83:** The flood control improvements to be maintained include the storm drain facilities constructed for Clearwater Elementary School. The storm drain facilities include a catch basin, storm drain, and appurtenances.

**FC Benefit Zone 84:** The flood control improvements to be maintained include the storm drain facilities constructed for Parcel 1, PM 36462. The storm drain facilities include catch basins, storm drains, reinforced concrete box culvert and appurtenances.

**FC Benefit Zone 85:** The flood control improvements to be maintained include the storm drain facilities constructed for DPR 07-09-0018. There are two categories of public improvements to be maintained. The first category of improvements includes the flood control facilities constructed under DPR 07-09-0018. These improvements consist of pipes that direct overflow to Harley Knox Boulevard and Nance Street. The second category of improvements includes flood control facilities to be constructed in the future. These improvements consist of a catch basin, storm drain, and appurtenances.

**FC Benefit Zone 86:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37043. The public storm drain facilities to be maintained include catch basins; storm drains; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 87:** The flood control improvements to be maintained include storm drain facilities constructed for PM 36010. The public storm drain facilities to be maintained include catch basins, under-sidewalk drains and inlets; storm drains; three culverts (reinforced concrete box culvert); double reinforced concrete box; street undercrossings; emergency spillway; appurtenances; and, an earthen channel extending from Perris Boulevard to the Perris Valley Storm Drain Channel that conveys the storm drain flow to the Perris Valley Storm Drain Channel.
Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities are further identified as follows:

- 1,350 lineal feet combination concrete trapezoidal channel and underground storm drain system with a concrete bulkhead at its upstream terminus (Line E-Stage 2)
- Maintenance Road adjacent to Line E-Stage 2
- Lift Station
- 50 lineal feet of double reinforced concrete box (Line 2)
- 70 lineal feet of reinforced concrete box (Line 3)
- 1,740 lineal feet combination reinforced concrete box, 48" and 54" reinforced concrete pipes underground storm drain system and its associated transition structure (Lat E-4)

**FC Benefit Zone 88:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 15-05056. The public storm drain facilities to be maintained include a catch basin; storm drain; and, a concrete swale, including grated drop inlet.

**FC Benefit Zone 89:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 14-09-0001. The public storm drain facilities to be maintained include an under-sidewalk drain/catch basin; storm drains; and, a concrete channel.

**FC Benefit Zone 90:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 05-0477. The public storm drain facilities to be maintained include catch basins; inlets and outlets; storm drains; and, a reinforced concrete box.

**FC Benefit Zone 91:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel Map 36726. The public storm drain facilities to be maintained include catch basins, inlets and outlets; storm drains; and, a flow interception ditch along Webster Avenue.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include outlets and connections, 54" and 72" storm drains, and reinforced concrete boxes.

**FC Benefit Zone 92:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0140. The public storm drain facilities to be maintained include an under-sidewalk drain, channel and storm drains; and, downstream facilities within Patterson Avenue, including catch basins, storm drains and a reinforced concrete box extending to the Oleander Storm Drain Channel.
**FC Benefit Zone 93:** The flood control improvements to be maintained include storm drain facilities constructed for Parcel 1, PM 36512 and Parcel 1, PM 36582. The public storm drain facilities to be maintained include catch basins, bulkheads and headwalls and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 48", 54", 60", 66", 78" and 90" reinforced concrete pipes, bulkheads and headwalls, and reinforced concrete boxes.

**FC Benefit Zone 94:** The flood control improvements to be maintained include storm drain facilities constructed for PM 36878. The public storm drain facilities to be maintained include catch basins and storm drain pipe.

Riverside County Flood Control & Water Conservation District storm drain facilities will be maintained on an interim basis until accepted by the District. Acceptance is pending the completion of certain additional master plans facilities. These District facilities include 42" and 48" reinforced concrete pipes and 2,290 lineal feet of reinforced concrete box.

**FC Benefit Zone 95:** The flood control improvements to be maintained consist of storm drain facilities constructed and maintained under FC Benefit Zone 74. Twenty-five percent of the costs incurred by FC Benefit Zone 74 are to be contributed by FC Benefit Zone 95.

**FC Benefit Zone 96:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37055. These facilities include catch basins, 18-inch and 24-inch storm drain, a 5-foot X 2-foot reinforced concrete box, 20% of the 8-foot X 8-foot reinforced concrete box along the north boundary of PM 37055 to Patterson Avenue, and 20% of the 5-foot X 2-foot reinforced concrete box from the intersection of Harley Knox Boulevard and Paterson Avenue extending 1,332 lineal feet then extending east in Oleander Avenue 2,210 lineal feet to the Oleander Storm Drain Channel.

**FC Benefit Zones 97, 98, and 99:** The flood control improvements to be maintained include storm drain facilities constructed for Tracts 36988, 36989, 37262. The first category of improvements includes the flood control facilities that will protect flooding within each benefit zone. These facilities include water quality basins, catch basins, reinforced concrete storm drain pipes, inlets, outlets, Green Valley Parkway bridge crossing over the Romoland Channel, culverts under Ethanac Road, and other appurtenances that collect, channel and convey the storm drain flow.

The second category of improvements to be maintained includes:

- West Elm Parkway from Goetz Road to Green Valley Parkway,
- Green Valley Parkway from the northeast corner of Tract 37262 to Murrieta Road, and
- Interior streets within the tracts. Maintenance of the street improvements includes annual inspections, slurry seal, grind and overlay of existing pavement, and the replacement of damaged pavement, curb, gutter, and sidewalk.
**FC Benefit Zone 100:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 16-00015. The improvements include an 18-inch reinforced concrete pipe (RCP) extending from DPR 16-00015 to the existing 24-inch RCP in Markham Street; catch basin, lateral and 20% contribution towards the 84-inch RCP in Indian Avenue abutting DPR 16-00015; and, 20% contribution towards an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 101:** The flood control improvements to be maintained include storm drain facilities constructed for CUP 16-05168. The public storm drain facilities to be maintained include catch basins, storm drain pipes and box culverts.

**FC Benefit Zone 102:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0059. The public storm drain facilities to be maintained include a catch basin, outlet, under sidewalk drain, dikes and storm drain pipes.

**FC Benefit Zone 103:** The flood control improvements to be maintained include storm drain facilities constructed for PM 37187. The public storm drain facilities to be maintained improvements include catch basins, storm drain pipes, and an earthen channel and facilities along the north side of the Ramona Expressway extending from Indian Avenue to the Perris Valley Storm Drain Channel.

**FC Benefit Zone 104:** The flood control improvements to be maintained include storm drain facilities constructed for PM 35268. There are two categories of improvements to be maintained under Benefit Zone 104. The first category of improvements includes catch basins, inlets, headwall, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District.

**FC Benefit Zone 105:** The flood control improvements to be maintained include storm drain facilities constructed for DPR 06-0635. There are two categories of improvements to be maintained under Benefit Zone 105. The first category of improvements includes catch basins, median drains, and storm drain pipe.

The second category of improvements includes a 10-foot by 5-foot reinforced concrete box (RCB) and a 20-foot wide concrete channel leading from the RCB to the privately maintained detention basin. Improvements within the second category are to be maintained on an interim basis pending the completion of certain master plan facilities. At that time, the channel and detention basin are to be abandoned and the RCB is to be maintained by Riverside County Flood Control and Water Conservation District.

**FC Benefit Zone 106:** The flood control improvements to be maintained include storm drain facilities constructed under PM 33266 (FC Benefit Zone 56) that benefit PM 35762.
The public storm drain facilities to be maintained include catch basins, storm drain pipe and a detention basin. Assessments levied under FC Benefit Zone 106 fund, in part, costs incurred by FC Benefit Zone 56.

**FC Benefit Zone 110:** The flood control improvements to be maintained include storm drain facilities constructed under PR 17-05194. The public storm drain facilities to be maintained include a catch basin and storm drain pipe.

Plans and Specifications for the Flood Control Benefit Zone improvements are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The plans and specifications are on file at the City, where they are available for public inspection.

Unless noted otherwise, all private on-site storm drain facilities and basins identified within the property line are to be maintained by the property owner and not the City of Perris.

The boundaries of the FC Benefit Zones of FCMD No. 1 are shown on Exhibit A.
III. ESTIMATE OF COSTS

The 1982 Act provides that the estimated costs of the improvements shall include the total cost of the improvements for Fiscal Year 2019/20, including incidentals, which may include a 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January.

The 1982 Act also provides that the amount of any surplus, deficit, or contribution be included in the estimated cost of improvements. The net amount to be assessed on the lots or parcels within each FC Benefit Zone is the total cost of maintenance and servicing with adjustments either positive or negative for reserves, surpluses, deficits, and/or contributions.

Estimated costs of improvements for the FC Benefit Zones are voluminous and not bound in this report, but by this reference, are incorporated and made a part of this report. The estimated costs are on file at the City, where they are available for public inspection.
### FISCAL YEAR 2019/20 COST ESTIMATE

**FLOOD CONTROL MAINTENANCE DISTRICT NO. 1**

**CITY OF PERRIS**

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<th>Projected FY2019/20 Assessment</th>
<th>Subtotal Funds</th>
<th>Maintenance</th>
<th>Slurry Seal</th>
<th>Subtotal Costs</th>
<th>Systems Management</th>
<th>Tax Roll Reserve</th>
<th>Street Reserve</th>
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FY 2019/20

Flood Control Maintenance District No. 1

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<th>Subtotal Costs</th>
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Total: $10,066,398.47  $2,036,677.92  $12,103,526.90  $181,137.50  $507,852.15  $889,189.65  $259,393.00  $220,366.35  $4,692,688.95  $6,328,369.11  $86,480.97

**Systems Management FY 2019/20**

- Administration & Operations: $233,993.00
- Office of the City Clerk: $1,900.00
- Assessment Engineering: $18,500.00
- County Charges: $5,000.00

Total Systems Management: $259,393.00
IV. METHOD OF ASSESSMENT

The following is the approved assessment methodologies for the FC Benefit Zones:

A. BACKGROUND

The Benefit Assessment Act of 1962 provides that assessments may be apportioned upon all assessable lots or parcels of land within an assessment district in proportion to the estimated benefits to be received by each lot or parcel from the improvements. In addition, Proposition 218 requires that a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel.

Proposition 218 provides that only special benefits are assessable, and the City must separate the general benefits from the special benefits conferred on a parcel. A special benefit is a particular and distinct benefit over and above general benefits conferred on the public at large, including real property within a FC Benefit Zone. The general enhancement of property value does not constitute a special benefit.

B. SPECIAL BENEFIT

The continued maintenance of flood control improvements installed by developers was guaranteed through the establishment of a FC Benefit Zone. These facilities were constructed as a condition of subdivision and development. Parcels within the District could not have been approved for development without a funding mechanism that provides for the maintenance of these facilities. Thus, the ability to establish each distinct and separate lot which permits the construction of a building or structure on the property and the ownership and sale of the distinct lot in perpetuity is a particular and distinct special benefit conferred only to the real property located in the FC Benefit Zones.

C. GENERAL BENEFIT

The drainage facilities are located within and/or immediately adjacent to properties within the FC Benefit Zones. They were installed and are maintained particularly and solely to serve, and for the benefit of, the properties within the FC Benefit Zones. Any benefit received by properties outside of the FC Benefit Zones is inadvertent and unintentional. Therefore, any general benefits associated with the storm drainage facilities of the FC Benefit Zones are merely incidental, negligible, and non-quantifiable.

D. APPORTIONMENT

The assessments are based on the assignment of benefit units to each parcel. Within each respective benefit zone, a benefit unit is equal to a single family home, or in non-residential areas a benefit unit is equal to one acre. The proposed assessment, number of benefit units and the assessment per benefit unit, by FC Benefit Zone, are listed in the following table.
## Fiscal Year 2019/20 Assessment Roll (By FC Benefit Zone)
### Flood Control Maintenance District No. 1
#### City of Perris

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Total: $1,285,340.23 $2,354,015.40 $751,307.80 $1,139,948.25 $2,036,626.38

O designated assessment for on-site private or interim facilities.
P designated assessment for public facilities.
F designated assessment for future facilities.
E. ANNUAL ESCALATORS

For FC Benefit Zones 6 through 106 and 110, the maximum assessment rate will be increased by an amount equal to the “Common Labor, Construction Cost Index”, as published by Engineering News Record (ENR). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year. For Fiscal Year 2019/20, the ENR increase is 2.1%.

FC Benefit Zones 1 through 5 were established without an annual assessment escalation clause. The Maximum Assessment for these Benefit Zones cannot be increased without the procedures and approval process of Proposition 218.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2019 to June 30, 2020, reference is made to the Assessment Roll included herein as Exhibit B.

V. ASSESSMENT ROLL

The Assessment Roll stating the net amount to be assessed for each assessable lot or parcel of land in a Flood Control Benefit Zone and the Fiscal Year 2019/20 assessment, is made a part of this report as Exhibit B. The information included therein was obtained from the latest Secured Roll (July 20, 2018) from the County of Riverside, Office of the Assessor.

Upon approval of the Engineer’s Annual Levy Report, and confirmation of the assessments, the assessment information will be submitted to the County Auditor/Controller, and included on the property tax roll in Fiscal Year 2019/20. If the parcels or assessment numbers within the District and referenced in this Report, are re-numbered, re-apportioned or changed by the County Assessor’s Office after approval of the Report, the new parcel or assessment numbers with the appropriate assessment amount will be submitted to the County Auditor/Controller. If the parcel change made by the County includes a parcel split, parcel merger or tax status change, the assessment amount submitted on the new parcels or assessment numbers will be based on the method of apportionment and levy amount approved in this Report by the City Council.
VI. Diagram of District

The boundary diagram for each Flood Control Zone is included herein as Exhibit A and is part of this report.

The lines and dimensions of each lot or parcel within the Flood Control Zones are those lines and dimensions shown on the maps of the Riverside County Assessor for the Fiscal Year to which this Report applies. The Assessor's maps and records are incorporated by reference herein and made part of this Report.
DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2019/2020
SHEET 1 OF 7
DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2019/2020
SHEET 2 OF 7
### DIAGRAM OF
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1
CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FISCAL YEAR 2019/2020
INDEX SHEET
SHEET 7 OF 7

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RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2019-2020 IN CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING JUNE 11, 2019 AS A TIME AND PLACE FOR HEARING OBJECTIONS THERETO

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain street and flood control improvements within the City of Perris through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the “Benefit Assessment Act of 1982”; and

WHEREAS, certain property owners have presented signed petitions to the City Council requesting the formation of or annexation to a benefit assessment district to finance the maintenance of those certain flood control improvements which benefit properties within the City of Perris; and

WHEREAS, the City Council subsequently held public hearings and considered all written and oral comments and protests prior to forming a district and annexing properties to said district which district became known as “City of Perris Flood Control Maintenance District Number 1”; and

WHEREAS, the City Council now proposes to levy benefit assessments for the 2019-2020 Fiscal Year under the provisions of the Benefit Assessment Act of 1982 to insure continued financing of necessary maintenance of certain street and flood control improvements, all for the benefit of parcels within Flood Control Maintenance District Number 1.

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

Section 1. The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Benefit Assessment Act of 1982 to maintain certain street and flood control works and improvements for the benefit of the properties within the area of benefit.
Section 2. Maintenance of the improvements will be of direct benefit to properties within Flood Control Maintenance District Number 1 which are hereby declared to be the properties benefited by the improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the maps of Flood Control Maintenance District Number 1 and subsequent annexations thereto are on file in the office of the City Clerk of the City of Perris, California.

Section 3. At least fourteen (14) days prior to the date set for the hearing on the proposed assessment, the City Engineer is hereby directed to file with the City Clerk a written report (the "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 or Tract Map number shall be a sufficient description of the parcel.
   C. The amount of the proposed assessment for each parcel.
   D. The basis and schedule of the assessments.
   E. Other such matters as the City Engineer shall deem appropriate.

Section 4. The assessments shall be levied on all parcels of assessable property within the District, as identified in the Engineer's Report, so long as the assessments are necessary to finance the improvements specified in Section 1, herein. The assessment amounts as contained in the Engineer's Report are not proposed to be increased from the previous year, but are proposed to be adjusted in accordance with previously authorized adjustments.

Section 5. On the 11th day of June, 2019, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

Section 6. The City Clerk is hereby directed to cause a notice of the public hearing and notice of the filing of the Engineer's Report to be posted in at least three public places within Flood Control Maintenance District Number 1 at least fourteen (14) days prior to the public hearing. In addition, the City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once at least fourteen (14) days prior to the public hearing. The notice shall be 1/8 of a page in size and contain the following information:
   A. The amount of the assessment.
   B. The purpose of the assessment.
   C. The total estimated assessments expected to be generated annually.
D. The method and frequency for collecting the assessment.
E. The date, time, and location of the public hearing.
F. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

Section 7. The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The City Engineer shall file a report annually with this City Council and this City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next Fiscal Year will be determined.

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

[Signature]
Mayor, Michael M. Vargas

ATTEST:

[Signature]
City Clerk, Nancy Salazar
STATE OF CALIFORNIA  
COUNTY OF RIVERSIDE  §
CITY OF PERRIS  

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of May, 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar
MEETING DATE: May 14, 2019

SUBJECT: Extension of Time No. 19-05071 for Tentative Tract Map 33973, located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. Applicant: Howard Mitzman.

REQUESTED ACTION: APPROVE a one-year Extension of Time (19-05071) for Tentative Tract Map 33973, until May 27, 2020, to subdivide 153.7 acres into 384 single family lots.

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

BACKGROUND/DISCUSSION:

On May 27, 2008 the City of Perris City Council approved Tentative Tract Map 33973 to subdivide 153.7 acres into 384 single family lots including a community park and 5 open space lots, subject to the enclosed Conditions of Approval. The tentative tract map is located north of San Jacinto River, west of McPherson Road, south of Ethanac Road and east of Sophie Street. The applicant is now requesting the third of five maximum allowed extensions of time for a period of one year, extending the expiration of time to May 27, 2020.

TENTATIVE TRACT MAP EXTENSION:

Pursuant to Section 18.12.090(a) of the municipal code, the approval or conditional approval of a tentative map shall expire 24 months from the date the map was approved or conditionally approved by the City Council, which would have set an initial expiration date for the map at May 27, 2010. In 2010, 2011, 2013 and 2015 the City recognized and granted map extensions per State Assembly Bills 1185, 333, 208 and 116, which authorized automatic extensions of approved tentative maps due to the economic downturn. The bills provided an overall extension of seven years to maps; thereby extending the expiration date for TTM 33973 to May 27, 2017. In 2017 and 2018 the applicant obtained City Council approval of extensions of time, extending the expiration of time to May 27, 2019. On March 27, 2019, the applicant filed the third of five maximum time extensions that will expire on May 27, 2020. A summary of the applicant filed EOTs and state extensions are summarized below:

➢ Original Approval Date: May 27, 2008 – May 27, 2010 – Approved by City Council; start of initial 2-year life per subdivision map act.

➢ Automatic Extension for 1 year SB 1185: May 27, 2010 – May 27, 2011

➢ Automatic Extension for 2 years AB 333: May 27, 2011– May 27, 2013

➢ Automatic Extension for 2 years AB 208: May 27, 2013– May 27, 2015

➢ Automatic Extension for 2 years AB 116: May 27, 2015– May 27, 2017
First Extension: May 27, 2017 – May 27, 2018 – EOT 17-05026 was approved on March 14, 2017 by City Council

Second Extension: May 27, 2018 – May 27, 2019 – EOT 18-05026 was approved on May 8, 2018 by City Council

STAFF REVIEW AND RECOMMENDATION:

As the original map was considered more than ten years ago, staff evaluated the project design as it pertains to incumbent environmental standards and current planning practices. The project site is undeveloped and comprised of low hills and valleys between the hills with elevations ranging from 1381-feet to 1516-feet above sea level and abuts the San Jacinto River to the south and Ethanac Road to the north. The unique topography of the site yielded parcel and street layout designs that minimized grading activities to extent possible; as such, the curvilinear street layouts are environmentally and aesthetically desirable. As part of the original entitlement an Initial Study and Mitigated Negative Declaration (No. 2244) were completed with a mitigation Monitoring Reporting Program. The proposed time extension would not modify the original tract map and as surrounding site conditions have not changed, no further environmental assessments are required pursuant to Section 15162 of the CEQA Guidelines which states that no further CEQA is needed when a mitigated Negative Declaration has been adopted and the proposal does not trigger substantial changes form a previously approved project.

Staff recommends that the City Council finds the proposal compliant with CEQA pursuant to Section 15162 and no further environmental action is required, and approve a one-year Extension of Time (19-05071) to May 27, 2020 for Tentative Tract Map 33973. If the subject Tentative Tract Map is not recorded prior to the new extension day, a new Tentative Tract Map application must be filed for a separate consideration by the City Council in addition to payment of the appropriate filing fees.

BUDGET (or FISCAL) IMPACT: Cost for staff preparation of this item, cost of construction and payment of impact fees are paid by the applicant.

Prepared by: Ryan Griffiths, Development Services Assistant
Reviewed by: Kenneth Phung, Planning Manager

REVIEWED BY:

City Attorney
Assistant City Manager
Finance Director

Attachments: 1. Conditions of Approval (Planning and Engineering)
2. TTM 33973 exhibit

Consent: May 14, 2019
PROJECT: A Tentative Tract Map for a 384 single-family residential lot subdivision on approximately 153.7 acres (2.50 dwelling units/gross acre), located north of San Jacinto River, west of McPherson Road, south of Ethanac Road, east of Sophie Street. Applicant: Portezuelo Partners, Inc.

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

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

3. Park Dedication. Prior to issuance of Final Map, park plans shall be finalized to incorporate park dedication, type and timing of improvements, as determined by the City through the Administrative Development Plan Review process.

4. City Codes. The project shall comply with all disabled access requirements of the American with Disabilities Act and Title 24 of the State Code, and all local requirements of the City of Perris Municipal Code Titles 18 and 19, including R-6000 zoning development standards. Development of the premises, building elevations, colors and materials shall be subject to a subsequent Administrative Development Review.

5. City Engineer. The proposed project shall adhere to the requirements of the City Engineer as indicated in the engineering conditions of approval dated (revised) May 27, 2008.

6. Mitigation Monitoring Program. The proposed project shall comply with all provisions of the adopted project Mitigation Monitoring Program dated December 11, 2007.

7. School District. The proposed project shall adhere to the standard requirements and mitigation fees established by the appropriate school district.
8. **Building Official/Fire Marshal.** The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. The applicant shall submit a fire access and fire underground plan prior to construction drawings. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans. See City of Perris website, Office of the Fire Marshal for examples and relevant information for access and underground plan available at: [http://www.cityofperris.org](http://www.cityofperris.org).

9. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and Federal Americans with Disabilities Act (ADA).

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

11. **Residential Use and Development Restrictions.** Any use, activity, and/or development occurring on the site without appropriate city approvals shall constitute a code violation and shall be treated as such. Placement of any construction trailer or sales office shall require separate review and approval by the City. Development of the premises, building elevations, colors and materials shall conform substantially to the approved set of plans, or as amended by these conditions. Any deviation shall require the appropriate Planning Division review and approval.

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

   a. Verification from the Planning Division that all pertinent conditions of approval have been met, as mandated by the Perris Municipal Code;
   b. Planning Commission approval of all proposed street names; and,
   c. Any other required approval from an outside agency.

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

   a. Public improvement plans to the City Engineer. These plans shall include but not be limited to street, drainage, utility improvements, and dedications in accordance with Municipal Code Title 18.
   b. Any Covenants, Conditions, and Restrictions (CC&Rs) to the Planning Division and the City Attorney's office. Approved CC&Rs shall be recorded with the final map.
   c. Grading plans to the City Engineer, demonstrating compliance with National Pollution Discharge Elimination System requirements. The plans shall include a Storm Water Pollution Prevention Plan detailing water quality management controls and identifying Best Management Practices (BMPs) to control pollutant runoff. The
applicant shall identify measures specified in Supplement A of the Riverside County Drainage Area Management Plans New Development Guidelines or other equally effective standard for implementing project BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs.

14. **Disclosure Statements.** The developer shall record a disclosure and provide an acknowledgement of the disclosure to potential tenants/owners prior to the lease or sale of property indicating the following:

a. The project site is located near a dam inundation area and may be subject to flooding in an event of a dam failure.

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

16. **Graffiti.** Graffiti located on site shall be removed within 48 hours. The site shall be maintained in a graffiti-free state at all times.

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

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

19. **Energy Conservation.** To improve local air quality, the applicant shall comply with a City adopted “green design” or “sustainable development” ordinance should such ordinance be adopted prior to final map. If such ordinance is not adopted prior to final map, the applicant is encouraged to incorporate any or all of the following energy-conservation features into the project:

a. Low NOx water heaters per specifications in the Air Quality Attainment Plan;

b. Heat transfer modules in furnaces;

c. Light colored water-based paint and roofing materials;

d. Passive solar cooling/heating; and,

e. Energy efficient appliances and lighting.

20. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Development Services Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.
21. **Assessment and Community Facilities Districts.** The project shall be annexed into any assessment, community facilities, or similar district that provides funding for maintenance, services, or public improvements that benefit the project. The costs and benefits shall be described in the applicable district and annexation documents. The Developer shall complete all actions required to complete such annexation prior to the recordation of the Final Map (or issuance of a certificate of occupancy if a Final Map is not required). This condition shall apply only to districts existing at the time the Final Map is approved (or all requirements have been met for a certificate of occupancy, as applicable). Such districts may include but are not limited to the following:

a. Landscape Maintenance District No. 1;
b. Flood Control Maintenance District No. 1 (may include Streets);
c. Maintenance District No. 84-1 (Street Lights and Traffic Signals);
d. North or South Perris Public Safety Community Facilities District;
e. Ramona Mobility Group District (Transportation Improvements);
f. Road and Bridge Benefit District (Transportation Improvements); and
g. Future Fire Protection Community Facilities District

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

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

24. **Tract Identification.** The developer shall provide community entry statements, including theme walls, monumentation and enhance landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. The design of entry statements shall be subject to the review and approval of the Planning Division.

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

26. **Administrative Development Plan Review.** Prior to final map, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the review of building architecture, unit plotting, conceptual landscape and fencing of all production units within the tract. The applicant shall also include at least one single-story product type which shall be plotted on corners and at regular intervals throughout the tract (i.e., every fourth or fifth unit). Side entry garages are encouraged and shall be incorporated as feasible and as approved through the development plan review process. Also, the majority of units in the tract (other than corner lots) shall locate the wider side yard and the curb-cut/driveway on the same side of the lot to allow for RV parking.
27. **Fees.** The developer shall pay the following fees according to the timeline noted herein:

   a. Prior to the issuance of building permits, the applicant shall pay Stephen's Kangaroo Rat Mitigation Fees of $500.00 per acre;
   b. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the applicant shall pay City Development Impact Fees in effect at the time of development;
   c. Prior to the issuance of building permits, the applicant shall pay Multi-Species Habitat Conservation Plan fees in effect at that time;
   d. Prior to issuance of building permits, the applicant will pay the statutory school fees in effect at issuance of building permits to all appropriate school districts;
   e. The applicant shall pay any outstanding development processing fees; and
   f. Prior to the issuance of Certificate of Occupancy (including temporary occupancy), the developer shall pay Transportation Uniform Mitigation Fees (TUMF) in effect at the time of development.
   g. The applicant shall comply with adopted Resolution 3403 provisions regarding payment of fees within the San Jacinto River Flood Plain in effect at the time of development.

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

   a. Construction activity and equipment maintenance is limited to the hours between 7:00 a.m. and 7:00 p.m. Per Zoning Ordinance, Noise Control, Section 7.34.060, it is unlawful for any persons between the hours of 7:00 p.m. of any day and 7:00 a.m. of the following day, or on a legal holiday, or on Sundays to erect, construct, demolish, excavate, alter or repair any building or structure in a manner as to create disturbing excessive or offensive noise. Construction activity shall not exceed 80 dBA in residential zones in the City.

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

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

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

   e. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent transport of dust off-site. The name and telephone number of such persons shall be provided to the City.
f. Project applicants shall provide construction site electrical hook ups for electric hand tools such as saws, drills, and compressors, to eliminate the need for diesel powered electric generators or provide evidence that electrical hook ups at construction sites are not practical or prohibitively expensive.

g. All development projects greater than 19 single-family residential units shall apply paints using either high volume low pressure (HVLP) spray equipment or by hand application.

29. **Final Water Quality Management Plan (WQMP).** Prior to the issuance of grading permits the owner shall submit for review and approval, along with the appropriate filing fee; a Final Water Quality Management Plan to the Department of Public Works Engineering Administration Division which substantially complies with the site design, source control and treatment control Best Management Plans proposed in the approved Preliminary Water Quality Management Plan.

30. **Indemnification/Hold Harmless.** The developer/applicant shall indemnify, protect, defend, and hold harmless, the City and any agency or instrumentality thereof, and/or any of its officers, employees and agents from any and all claims, actions, or proceedings against the City, or any agency or instrumentality thereof, or any of its officers, employees and agents, to attack, set aside, void, annul, or seek monetary damages resulting from an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative body including actions approved by the voters of the City. City shall promptly notify the developer/applicant of any claim, action, or proceeding for which indemnification is sought and shall further cooperate fully in the defense of the action.

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

32. **Exterior Downspouts.** Exterior downspouts are not permitted on the front or side elevations of any building, or where exposed to public view.

33. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Planning Division of a wall and fence plan. At a minimum, this plan shall include the following items:

   a. A six-foot high, decorative block wall with pilasters and concrete cap design around the perimeter of the project site, end block locations and along side yards of entry drives into the tract;

   b. The same six-foot high, decorative block wall on all side or rear property lines adjoining a public street or storm drain facility; and,

   c. Six-foot high, vinyl fence on side and rear property lines throughout the remainder of the project.
d. Where retaining walls are necessary for slope conditions along the right of way, a split wall system shall be utilized. If necessary, a landscape easement may be required to provide adequate planting area.
CONDITIONS OF APPROVAL

P8-916
July 31, 2007,
Revised January 30, 2008, Revised @ Planning Commission
February 6, 2008,
Revised Condition #2 February 15, 2008
Revised Council Meeting May 27, 2008
Tract 33973

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 master plan to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditioned shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer’s office.

Due to existing topography, construction of the subdivision as proposed requires significant grading to create minimum usable pads. Typically grading on hill side will require contour grading to minimize impact. However due to numbers of proposed units, this technique is not feasible. The submitted pad size/building exhibit dated February 12, 2007, depicts the minimum setback area in different zone, which will necessitate construction of retaining wall. Along the significant slopes, the developer is responsible to install irrigation and provide access for the homeowners to maintain the slopes within their property.

The tentative map as submitted also exhibits several irregular Lots. The proposed grading at back of lots 24-32 requires installation of private concrete drainage facilities. In our experience, this type of facility will
become problematic as the side yard fencing over this channel will allow small pets to access adjacent lots not to mention the ongoing maintenance by homeowners. This channel shall be eliminated and replaced with underground private drainage pipe (minimum 18" size).

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

   a. Onsite drainage facilities outleting sump conditions if approved by the City Engineer shall be designed to convey the tributary 100-year storm flows. Additional emergency escape for the storm flows shall also be provided.

   b. The property’s street and onsite grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted. Minimum onsite grading shall be 0.5%. Minimum grade at curb returns shall be 0.7%.

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

   d. All drainage facilities with the exception of nuisance drainage improvements shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from all intersections with cross gutter, minimum 18” storm drain and catch basins along all the interior and perimeter streets with cross gutter shall be installed and connected to the proposed onsite or offsite drainage facilities.

   e. A detailed hydrology report and hydraulic calculation shall be submitted to the City and RCFC for review and approval. The report shall address the onsite flow, accumulative onsite runoff and the impact to adjacent downstream properties. At discretion of City Engineer, the report and back up documents may have to be reviewed and approved by RCFC.

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

g. Prior to issuance of a grading permit, the Developer shall obtain NPDES, WQMP permit and prepare SWPPP. Erosion control plans shall be prepared and submitted to the City Engineer as part of the grading plans. It is unclear how the discharge of onsite storm drain from J-1 Streets comply with Water Quality Standards. All onsite generated runoff must be treated prior to discharge in compliance with WQMP and Water Quality Standards.

h. Onsite drainage facilities shall be collected via onsite underground facilities and conveyed to San Jacinto River or other appropriate outlets as determined by the City Engineer. Connection to San Jacinto River shall require approval by Flood Control.

i. The City Council has adopted Resolution 2304 3403 requiring development within the San Jacinto River Flood Plain (or future benefit area of the project described below) to comply with certain interim development criteria conditions and payment of “fair share costs” for construction of the San Jacinto River Plan Project (“Project”). This developer shall comply with all such requirements as appropriate and approved by City Council. The City has not adopted a fee program or determined “fair share” costs to be paid by developers of projects that will benefit from the Project, or adopted other restrictions on development of affected property, other than Resolution 3403. If the City subsequently adopts a fee program, imposes a “fair share” cost or other regulations in connection with the Project (collectively or individually, the “Project Exactions”) on the development of TTM 33973, the Developer shall have the right and ability to protest such action by the City pursuant to Government Code § 66022 and all other applicable law. This Engineering Condition 1i does not constitute a Project Exaction for the purpose of Government Code § 66020(h). Any Project Exaction, if adopted by the City following any protest, will be imposed by the City prior to issuance of any certificates of occupancy for residential units developed within TTM 33973.

j. The underground drainage easements along Lots 12, 19, and 24 if discharging street and offsite drainage shall be minimum 20' wide with turf-block and emergency escape channel. The private drainage easement along back of lots 24-32 shall be
minimum of 5’ wide. The proposed 25’ easement shown on Lot 32 is not accepted as proposed. The runoff generated from Street “D” shall be retained in underground storm drain within street right-of-way and discharged to San Jacinto River or other appropriate outlet as determined by the City Engineer.

k. The proposed basin Lot “D” is located in 100-year flood plain and may not function as water quality basin during moderate to heavy rainfall. The WQMP shall address this issue. The basin shall be designed and landscaped to Planning and Public Works Department Standards. Appropriate concrete ramp to maintain the basin shall be installed. The basin shall be discharged to San Jacinto River via underground pipe.

Discharge of runoff from Lot 12 through SCE easement shall require their approval. This underground facility shall continue and extend through proposed park site to San Jacinto River or other appropriate outlet as determined by the City Engineer.

The underground drainage facilities located in Street I shall continue and extended to San Jacinto River or other appropriate outlet as determined by the City Engineer.

2. Ethanac Road from westerly property line to McPherson along the south side shall be improved with concrete curb, gutter, located 66’ 67’ south of centerline and minimum of 46’ 58’ of new pavement within 92’, ½-width dedicated right-of-way including 14’ wide landscape median.

Ethanac Road along the north side within the same reach shall be improved to provide for minimum of 30’ of new pavement including a minimum of 150’ long left turn pocket at 2 intersections L & McPherson Road within dedicated right-of-way. Ethanac Road from easterly boundary to existing improvements east of San Jacinto River. Shall be improved within dedicated right-of-way with a minimum of 40’ of new pavement including construction of 5 year crossing over San Jacinto River. At the option of the developer, construction of 100-year ultimate crossing with appropriate DIF/TUMF credit shall be accepted.

3. McPherson Street from Ethanac Road to south boundary “I” Street shall be improved along west side to provide for curb, gutter, located 66’ 22’ west of centerline and 66’ 20’ of new pavement within 66’ 33’, ½-width dedicated right-of-way. McPherson Street along the east side within the same reach shall be improved with all new pavement to provide for a left turn pocket.
at all intersections and one 15' wide northbound lane. The intersection of McPherson Street with Ethanac Road shall be improved to provide for left turn pocket (150' long) and one east right turn and one north bound lane.

4. Traffic index of 11 for Ethanac Road shall be used.

5. All new improvements at the above The intersection of Ethanac and “L” Street shall be designed and installed constructed with a concrete structural section a minimum of 100’ from BCR/ECR.

6. Existing power poles within the project site or along the project boundary (under 65kv), if any, shall be removed and cables undergrounded. All other utility poles, if any, shall be removed and utilities undergrounded.

7. On and offsite street, drainage, water, sewer, striping, signing, signals, streetlight, grading, paving and erosion control plans along with hydrology and hydraulic reports shall be submitted to the City Engineer’s office for review and approval.

8. Access shall be restricted along Ethanac Road, McPherson, and “L” Streets except as shown on the tentative map.

9. 6' wide concrete sidewalk, handicap ramps, and driveways adjacent to the site shall be installed pursuant to ADA and Riverside County standards. All driveway approaches shall be constructed per Riverside County Standards for Residential Driveway (Std. 207) and comply with the ADA requirements.

10. Streetlights shall be installed along all perimeter streets as approved by the City Engineer per Riverside County and Southern California Edison standards.

11. The proposed development is in the service area of Eastern Municipal Water District. The applicant shall provide water and sewer facilities to this development and comply with EMWD, Fire Department, and Health Department’s requirements.

12. Prior to issuance of building permit for commercial/industrial projects and prior to recordation of final map for residential projects, the developer shall sign the consent and waiver forms to join the Landscaping, Onsite Street, Flood Control, Public Safety, and Lighting Districts and pay the 18-month advanced energy charges for streetlights. All storm drain facilities (except as noted above) including catch basins and pipes shall be annexed to Flood Control District. In the event, RCFC does not maintain any of the proposed offsite storm drain facilities and other offsite drainage
facilities proposed shall be annexed to Flood Control District for maintenance.

13. "L" Street from Ethanac Road along both sides shall be improved as shown on tentative map labeled local streets within 91' dedicated right-of-way including 21' landscaped median.

14. "E" Street shall be improved as shown on tentative map within 70' and 66' dedicated right-of-way including 10' wide landscaped median as shown on the tentative map.

15. All other interior streets shall be improved with curb/gutter located 20' on either side of centerline within 60' dedicated right-of-way.

16. Intersection of "L" Street with Ethanac road shall include minimum of one northbound, one left turn, one dedicated right turn lane.

17. To provide for secondary access, River Road, McPherson Avenue or "L" Street shall be extended north including Mapes Road and improved with minimum of 30' paved road and connected to "A" Street within dedicated right-of-way.

18. The intersections as shown on tentative map shall be coordinated with all proposed and existing intersections to east and north.

19. Phasing of improvements shall be limited to onsite improvements only. All improvements along Ethanac (on and offsite including crossing at San Jacinto River) and extension of River Road, McPherson or "L" Street north of the site shall be part of Phase I.

Habib Motlagh
Habib Motlagh
City Engineer
CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2019


REQUESTED ACTION: Approve Contract Services Agreement with Robert E. Cendejas and Associates

CONTACT: Clara Miramontes, Assistant City Manager

BACKGROUND/DISCUSSION:

As part of the City’s efforts to attract and retain major retail businesses, the proposed agreement would contract with Robert E. Cendejas and Associates for the identification and outreach to major retail businesses located in the City with the goal of entering into a 20-year, or longer agreement which will provide that the retail business locate its retail sales offices and related operations within the City and provide for tax-sharing arrangements and rebate terms between the City and retail businesses. The goal and purpose of the Location Agreements shall be that the California Department of Tax and Fee Agreements allocate the retail business’ local sales and use tax to the City of Perris to its fullest extent permissible pursuant to State laws.

For each Location Agreement, for businesses with an existing location within the City, executed by the City as a result of the consultant’s services performed under the agreement, the consultant shall receive a fee each year equal to 10% of the local sales tax revenue paid by each retail business and actually received by the City. Staff is recommending that the Council approve the attached agreement for contract services.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, Assistant City Manager

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Consent: May 14, 2019

Attachment: Agreement for Contract Services
AGREEMENT FOR CONTRACT SERVICES

THIS AGREEMENT FOR CONTRACT SERVICES (herein "Agreement") is made and entered into by and between the City of Perris, a municipal corporation of the State of California, located at 101 N. D Street, Perris, California 92570, County of Riverside, State of California ("City"), and ROBERT E. CENDEJAS AND ASSOCIATES, INC., a California corporation ("Consultant"). City and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

WHEREAS, Consultant is specially trained, experienced, and competent to perform the special services required by the City; and

WHEREAS, Consultant, following submission of a proposal or bid for the performance of the special services required by the City and more particularly defined and described in this Agreement, was selected by the City to perform those services; and

WHEREAS, Consultant desires to render services, as hereinafter defined, on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

AGREEMENT TERMS

1. **Scope of Services.** Subject to the terms and conditions set forth herein, Consultant shall provide to City the services described in Exhibit A, attached hereto and made a part hereof. Consultant shall provide said services at the time, place, and in the manner specified in Exhibit A under the direction of the City Manager.

2. **Effective Date, Term and Extension Option.** Unless earlier terminated in accordance with Section 26 of this Agreement, this Agreement shall continue in full force and effect for a term of two (2) years, except that, should Consultant obtain a Location Agreement, the term of this Agreement shall be automatically extended to be the same term as any such Location Agreement, but under no circumstances shall that extension exceed twenty (20) years, unless that Location Agreement is extended by the mutual approval of the parties in writing. The City shall have the right but not the obligation, in its sole and unfettered discretion, to extend the initial term of this Agreement a maximum of one (1) extended term of two (2) years. In order to do so, City shall, not later than ninety
(90) calendar days prior to the expiration of the initial term, give Consultant written notice, in the form and manner allowed by this Agreement, of its intention to extend the initial term of this Agreement for two (2) additional calendar years, which extension shall be according to the terms and conditions of this Agreement, unless the same is modified by the Parties hereto in writing signed by the party to be charged.

3. **Compensation.** For on-call services rendered pursuant to this Agreement, the Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit B and incorporated herein by this reference.

4. **Billings.** All invoices shall be emailed to City Manager. City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by City, City will use its best efforts to cause Consultant to be paid within thirty (30) days of receipt of Consultant's correct and undisputed invoice; however, Consultant acknowledges and agrees that due to City warrant run procedures, the City cannot guarantee that payment will occur within this time period. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by the City of any invoice provided by the Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

5. **Consultant Representations and Performance.** Consultant represents that it has the skills, experience and knowledge necessary to perform the services agreed to be performed under this agreement; and it is understood that City has relied upon the Consultant's representations that it has the skills, experience and knowledge to perform required by this Agreement in a competent manner. Consultant understands the scope of the services to be performed under this agreement. Consultant warrants that it will faithfully and diligently perform the services hereunder. Consultant shall employ, as a minimum, generally accepted standards and practices employed by persons engaged in providing similar services in existence at the time of performance of its obligations hereunder.

6. **Consultant Designee.** This agreement contemplates the services of Consultant. The primary person(s) to provide the services described by this agreement shall be Robert Cendejas and Dr. Angelov Farooq, who shall not be replaced without the prior written consent of the City Manager. Consultant shall assign only competent personnel to perform services under this agreement. If the City Manager asks Consultant to remove a person assigned to the work called for under this agreement, Consultant agrees to do so immediately, subject to City providing reasonable justification for the removal. Consultant shall provide the City Manager with a written report each month on all work performed and all significant developments during the term hereof.

7. **Abandonment by Consultant.** In the event the Consultant ceases performing services under this agreement or otherwise abandons the project prior to
completing all of the services described in this agreement, Consultant shall, without delay, deliver to City all materials and records prepared or obtained in the performance of this agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which City incurs as a result of such cessation or abandonment.

8. **Assignment and Subcontracting.** The parties recognize that a substantial inducement to City for entering into this agreement was, and is, the professional reputation and competence of Consultant and its personnel. Consultant shall not assign this agreement nor any of its obligations herein without the City Manager's prior written approval. Likewise, Consultant shall not employ any subcontractor to perform any service required of Consultant hereunder.

9. **Attorney's 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. Attorney's fees shall include attorney's 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 judgment.

10. **Binding Effect.** This agreement shall be binding upon the parties hereto and their respective successors in interest.

11. **Conflict of Interest.** Consultant represents that Consultant has not employed any person to solicit or procure this agreement and that Consultant has not made, and will not make, any payment of any compensation for the procurement of this agreement. Consultant further represents and agrees that Consultant has not, and will not, acquire any interest, directly or indirectly, in any property acquired by the City during the Term of this agreement. Consultant warrants and covenants that Consultant presently has no interest in, nor shall any interest be hereinafter acquired in, any matter that will render the services required under this agreement a violation of any applicable Federal, State or local law. In the event that any conflict of interest should hereinafter arise, Consultant shall promptly notify the City's Counsel of the existence of such conflict of interest so that the City may determine whether to terminate this agreement.

12. **Compliance with Laws.** In the performance of this agreement, Consultant shall abide by and conform to any and all applicable laws of the United States and the State of California, and the Perris Municipal Code and all ordinances, resolutions, rules and regulations of the City. Consultant warrants that all work done under this agreement will be in compliance with all applicable safety rules, laws, statutes, and practices, including but not limited to Cal/OSHA regulations. Consultant expressly acknowledge the Consultant is aware of the provisions of Sections 53084 and 53084.5 of the California
Government Code, as they may be amended from time to time, relating to agreements that would result in the reallocation of sales and use taxes, and Consultant hereby agrees to perform the terms of this Agreement in accordance with said provisions as though such provisions were fully set forth herein.

13. **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 four (4) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

14. **Governing Law.** This Agreement and all matters relating to it shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with by the laws of the State of California.

15. **Indemnification.** To the full extent permitted by law, Consultant agrees to indemnify, defend and hold harmless the City, its officers, employees and agents (“Indemnified Parties”) against, and will hold and save them and each of them harmless from, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities whether actual or threatened (herein “claims or liabilities”) that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (“indemnitors”), or arising from Consultant’s or indemnitors’ reckless or willful misconduct, or arising from Consultant’s or indemnitors’ negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith:

(a) Consultant will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys’ fees incurred in connection therewith;

(b) Consultant will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising out of or in connection with the negligent performance of or failure to perform such work, operations or activities of Consultant hereunder; and Consultant agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

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

Consultant shall incorporate similar indemnity agreements with its subcontractors and if it fails to do so Consultant shall be fully responsible to indemnify City hereunder therefore, and failure of City to monitor compliance with these provisions shall not be a waiver hereof. This indemnification includes claims or liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Consultant in the performance of professional services hereunder. The provisions of this Section do not apply to claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnity obligation shall be binding on successors and assigns of Consultant and shall survive termination of this Agreement.

16. Independent Contractor Status. It is expressly understood and agreed by both parties that Consultant, its agents or employees, are an independent contractor and not an employee of the City while engaged in carrying out and complying with any of the terms and conditions of this agreement. Consultant expressly warrants that it will not represent, at any time or in any manner, that Consultant is an employee or agent of the City. Consultant, its agents or employees, shall have no authority to, and shall not, incur any debt, obligation or liability on behalf of City.

17. Insurance. Prior to beginning any of the services or work required by this agreement, Consultant, at its sole cost and expense, shall carry, maintain for the duration of the agreement, and provide proof thereof that is acceptable to the City, the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the City. Consultant shall not allow any subcontractor to commence work on any subcontract until all insurance required of the Consultant has also been obtained for the subcontractor. All of said policies of insurance shall provide that said insurance may not be amended or cancelled by the insurer or any party hereto without providing thirty (30) days prior written notice by certified mail return receipt requested to the City. In the event any of said policies of insurance are cancelled, the Consultant shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section 17 to the Contract Officer. All certificates shall name the City as additional insured (providing the appropriate endorsement).

(a) Workers' Compensation. As of the effective date of Agreement, Consultant represents that it has no employees. In reliance on that representation, the following requirements shall be in full force and effect only should Consultant determine to retain any employee while the Agreement is in effect, and shall continue to apply for the entire period the employee is retained by Consultant: Consultant shall comply with this Subsection 17(a)
before any such employee commences work under this Agreement: Subject to the provisions in this Section 17, satisfactory Workers’ Compensation Insurance and Employer’s Liability Insurance for any and all persons employed directly or indirectly by Consultant shall be provided by Consultant with limits not less than one million dollars ($1,000,000.00). In the alternative, Consultant may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the Consultant, if a program of self-insurance is provided, shall waive all rights of subrogation against the City for loss arising from work performed under this agreement.

(b) Automobile Liability. Consultant, at Consultant’s own cost and expense, shall maintain automobile liability insurance for the period covered by this agreement in an amount not less than one million dollars ($1,000,000.00) per occurrence. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this agreement including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto). No endorsement shall be attached limiting the coverage.

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

(1) City, its officers, employees, agents, and volunteers are to be covered as insureds as respects automobiles owned, leased, hired, or borrowed by Consultant. The coverage shall contain no special limitations on the scope of protection afforded City, its officers, employees, agents, or volunteers.

(2) The policy must contain a cross liability or severability of interest clause.

(3) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.

(4) An endorsement must state that coverage is primary insurance and that no other insurance affected by the City will be called upon to contribute to a loss under the coverage.
(5) Any failure of Consultant to comply with reporting provisions of the policy shall not affect coverage provided to City and its officers, employees, agents, and volunteers.

(6) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A:VII.

(c) Professional Liability. Consultant, at Consultant's own cost and expense, shall maintain for the period covered by this agreement professional liability insurance for licensed professionals performing work pursuant to this agreement in an amount not less than two million dollars ($2,000,000.00) covering the licensed professionals' errors and omissions, as follows:

(1) Any deductible or self-insured retention shall not exceed $10,000 per claim.

(2) Written notice that cancellation, material changes, or nonrenewal must be received by the City in conformance with the provisions of this Section 17.

(3) The following provisions shall apply if the professional liability coverages are written on a claim made form:

(a) The retroactive date of the policy must be shown and must be before the date of the agreement.

(b) Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the agreement or the work.

(c) If coverage is canceled or not renewed and it is not replaced with another claims made policy form with a retroactive date that precedes the date of this agreement, Consultant must provide extended reporting coverage for a minimum of five (5) years after completion of the work. The City shall have the right to exercise at the Consultant's cost, any extended reporting provisions of the policy should the Consultant cancel or not renew the coverage.

(d) A copy of the claim reporting requirements must be submitted to the City prior to the commencement of any work under this agreement.

(d) Deductibles and Self-Insured Retentions. Consultant shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this agreement. During the period covered
by this agreement upon express written authorization of City Attorney, Consultant may increase such deductibles or self-insured retentions with respect to City, its officers, employees, agents, and volunteers. The City Attorney may condition approval of an increase in deductible or self-insured retention levels upon a requirement that Consultant procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.

(e) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the agreement is reduced, limited, or materially affected in any other manner, Consultant shall provide written notice to City at Consultant’s earliest possible opportunity and in no case later than five days after Consultant is notified of the change in coverage.

(f) City’s Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

(i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement;

(ii) Order Consultant to stop work under this agreement or withhold any payment which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof;

(iii) Terminate this agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies City may have and is not the exclusive remedy for Consultant’s failure to maintain insurance or secure appropriate endorsements.

18. Interpretation. The agreements contained herein shall not be construed in favor of or against either party but shall be construed as if all parties prepared this Agreement.

19. Licenses. If a license of any kind having terms intended to include evidence of registration is required of Consultant, its employees, agents, or subcontractors by Federal or State law, Consultant warrants that such license has been obtained, is valid and in good standing, and Consultant shall keep it in effect at all times during the terms of this agreement, and that any applicable bond has been posted in accordance with all applicable laws and regulations.
20. **Modifications.** This agreement may be modified only by a written agreement, approved by City Attorney, City and Consultant.

21. **No Third-Party Rights.** The parties intend not to create rights in, or to grant remedies to, any third party as a beneficiary of this agreement or of any duty, covenant, obligation, or undertaking established herein.

22. **Notices.** All notices under this Agreement shall be in writing and shall be delivered by personal service or by certified or registered mail, postage prepaid, return receipt requested, of the parties. Any written notice to any of the parties required or permitted hereunder shall be deemed to have been duly given on the date of service if served personally or if served by facsimile transmission (with confirmation of receipt), or seventy-two (72) hours after the mailing. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given as provided hereunder shall be deemed to be receipt of the notice, demand or request sent. Notices of the parties shall be addressed as follows:

   To City: Richard Belmudez, City Manager  
   City of Perris  
   101 N. D Street  
   Perris, CA 92570  
   email@cityofperris.org

   20955 Pathfinder Road, Suite 100  
   Diamond Bar, California 91765  
   RobertECendejas@aol.com

Each party shall provide the other party with telephone and written notice of any change in address as soon as practicable.

23. **Ownership of Materials.** Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Consultant pursuant to this agreement shall be the property of the City at the moment of their preparation. All materials and records of a finished nature, such as reports, analysis, and documentation of negotiations, prepared or obtained in the performance of this agreement, shall be delivered to and become the property of City. All materials of a preliminary nature, such as notes, computations and other data, prepared or obtained in the performance of this agreement, shall be made available, upon request, to City at no additional charge and without restriction or limitation on their use consistent with the intent of the original design.

24. **Severability.** Should any part of this agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect
the validity of the remainder of this agreement, which shall continue in full force and effect, provided that the remainder of this agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

25. Default; Cure. In the event that Consultant is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, the City may give notice to Consultant of the default and the reasons for the default. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) calendar days, but may be extended, if circumstances warrant. During the period of time that Consultant is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Consultant does not cure the default, the City may take necessary steps to terminate this Agreement pursuant to the terms thereof.

26. Termination.

26.1 Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. City may, with or without cause, terminate this agreement upon fifteen (15) days written notice to Consultant, except that where termination is due to the fault of the Consultant, the period of notice may be such shorter time as may be determined by the City. In addition, Consultant may terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to City, except that where termination is due to the fault of the City, the period of notice may be such shorter time as the Consultant may determine. Upon receipt of any notice of termination, Consultant shall immediately cease all services hereunder except such as may be specifically approved by the City. Except where the Consultant has initiated termination, Consultant shall be entitled to compensation for services performed prior to the effective date of notice of termination; provided, however, that the City may condition payment of such compensation upon Consultant's delivery to the City of any or all documents, photographs, computer software, video and audio tapes, and other materials provided to Consultant, or prepared by or for Consultant or the City in connection with this agreement and upon satisfactory completion of the services or portion thereof which the consultant has performed through the effective date of termination.

26.2 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 25, 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 Consultant for the purpose of set-off or partial payment of the amounts owed the City as previously stated.
27. **Waiver.** No delay or omission in the exercise of any right or remedy by 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.

28. **Whole Agreement.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the parties. It is understood that there are no oral 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.

29. **Prevailing Wages.** The State of California's General Prevailing Wage Rates are not applicable to this Contract.

30. **Time is of the Essence.** Consultant agrees to diligently carry out the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

31. **Counterparts.** This Agreement may be executed in multiple identical counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument but the parties agree that the Agreement on file in the office of the City Clerk is the version of the Agreement that shall take precedence should any differences exist among counterparts of the document.

32. **Warranty & Representation of Non-Collusion.** No official, officer, or employee of City has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of City participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interests found to be "remote" or "non-interests" pursuant to Government Code Sections 1091 or 1091.5. Consultant warrants and represents that it has not paid or given, and will not pay or give, to any third party including, but not limited to, any City official, officer, or employee, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded any agreement. Consultant further warrants and represents that (s)he has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any City official, officer, or employee, as a result of consequence of obtaining or being awarded any agreement. Consultant is aware of and understands that any such act(s), omission(s) or other conduct resulting in such
payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

33. 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. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

IN WITNESS WHEREOF, City and Consultant have executed this agreement in the City of Perris, California on _______________ 2019.

CITY OF PERRIS,
A Municipal Corporation

By: _______________________________ Date: ______________________
    Richard Belmudez
    City Manager

APPROVED AS TO FORM:
CITY ATTORNEY

By: _______________________________
    Eric Dunn
    City Attorney

ATTEST:

By: _______________________________
    Nancy Salazar
    City Clerk

ROBERT E. CENDEJAS AND ASSOCIATES, INC.
a California corporation

By: _______________________________
    Robert E. Cendegas
    President
Attachments:

Exhibit A, Scope of Services, consisting of 2 pages.

Exhibit B, Schedule of Compensation, consisting of 2 pages.
EXHIBIT "A"
SCOPE OF SERVICES

For the compensation and subject to the terms provided under this Agreement, Consultant shall provide the following services to City:

A-1.1 Identify Major Retail Businesses. Consultant shall identify and reach out to major retail businesses ("retail business") located in City, based upon the City's written direction, with the goal of said businesses entering into 20-year, or longer as may be mutually approved by the parties in writing, agreements with the City, which will provide that the retail business locate its retail sales offices and related operations within the City and may provide for tax-sharing arrangements and rebate terms between the City and retail business ("Location Agreement"). The goal and purpose of the Location Agreements shall be that the California Department of Tax and Fee Administration ("CDTFA") allocate the retail business' local sales and use tax to the City of Perris to the fullest extent permissible pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law (Cal. Rev. & Tax. Code § 7200, et seq.) and the Transactions and Use Tax Law (Cal. Rev. & Tax. Code § 7251, et seq.), to the extent applicable. For the purposes of this Agreement, "retail businesses" shall be only those which would be subject to the City's "Sales and Use Tax Ordinance," set forth in the Perris Municipal Code and the Bradley-Burns Uniform Sales and Use Tax Law (Cal. Rev. & Tax. Code § 7200, et seq.).

A-1.2 Drafting the Location Agreement. Upon identifying a retail business as set forth in A-1.1, Consultant shall provide consulting services to the City in drafting the Location Agreement, with the understanding that the review and final approval, of the Location Agreement shall be the City's responsibility, subject to approval by the City Council, with input from the City Attorney and City Manager.

Such consulting services shall include, but not be limited to, determining an appropriate operations and sales structure for the retail business such that the business' local sales and use tax shall be allocated by the CDTFA to the City of Perris to the fullest extent permissible ("local sales tax allocation solution"). In furtherance of that goal, Consultant shall consult with the City and the retail business regarding how to structure, or restructure, the retail business' operations and sales process such that the place of sale, and participation in the sale, occurs in the City of Perris, as defined by Section 1802, Article 19, Chapter 4, Division 2, of Title 18 of the California Code of Regulations, as it may be amended from time to time.

A-1.3 Negotiating the Location Agreement. Consultant shall assist in negotiating with the retail business the terms and conditions of the Location Agreement,
including proposing appropriate tax rebates to incentivize the retail business to locate sales and operations in the City of Perris.

A-1.4. City's Right to Reject Any Location Agreement. The City Council of the City of Perris expressly retains the right to, in its sole discretion, alter, amend, accept, execute, or reject any Location Agreement without incurring any liability or obligation to Consultant or business.

A-1.5 Implementing the Location Agreement. After the City has executed a Location Agreement with a retail business, Consultant shall assist in implementing and ensuring compliance with such Location Agreement while the Location Agreement is in effect. Such services shall include, but not be limited to: (i) consulting with the retail business to insure the local sales tax allocation plan or solution is implemented; and (ii) representing the City in all communications with and proceedings before the CDTFA pertaining to the local sales and use tax for that retail business, as set forth in more detail below in A-1.6.

A-1.6 Representing the City before the CDTFA. As part of the services provided for each Location Agreement, and for the duration that such Location Agreement is in effect, Consultant shall, at no extra cost to the City, represent the City in all proceedings before and communications with the CDTFA pertaining to the local sales and use tax for the retail business. Such representation shall include, but not be limited to: (i) representing the City in all meetings, conferences, and communications with the CDTFA; (ii) complying with any audit required or performed by the CDTFA; and (iii) representing the City in any CDTFA administrative proceedings, including appeals before the CDTFA. Administrative proceedings shall include communications with the CDTFA, any briefing required as part of the CDTFA proceedings, and appearing on behalf of the City at any CDTFA hearings.

A-1.7 Services Not Included. Consultant shall not pursue or represent the City in any litigation related to a Location Agreement, other than provided for in the indemnity portion of this Agreement.
EXHIBIT “B”
SCHEDULE OF COMPENSATION

B-1  Existing Business Yearly Fee. For each Location Agreement, for businesses with an existing location within the City, executed by the City as a result of the Consultant's services performed under this Agreement, Consultant shall receive a fee each year equal to 10% of the Local Sales Tax Revenues, as defined herein, actually paid by each retail business and actually received by the City ("Yearly Fee"). Consultant acknowledges and hereby agrees that it is not entitled to any compensation for Location Agreements, which originate or are secured from City's own information, knowledge, resources or contacts, whether or not Consultant was also aware of the opportunity, except when specifically assigned to Consultant to obtain a Location Agreement or increase the local tax allocation to the City from said retail business.

B-2  Definitions. "Local Sales Tax Revenues" means that portion of the sales and use tax, if any, paid by the retail business upon taxable sales and uses attributable to the operations of the retail business and allocated and actually paid to, and received by, the City under the 1% (local portion of uniform statewide rate) of the Bradley-Burns Uniform Local Sales and Use Tax Law (Cal. Rev. & Tax. Code § 7200, et seq.) and the Transactions and Use Tax Law (Cal. Rev. & Tax. Code § 7251, et seq.), to the extent applicable. Local Sales Tax Revenues shall not include: (i) any portion of the sales or use tax not eligible for a rebate within the terms of the Location Agreements or this Agreement (ii) any sales or use tax rebate or other tax incentive paid by the City to a retail business pursuant to a Location Agreement, (iii) Penalty Assessments, (iv) any Sales Tax levied by, collected for or allocated to the State of California, the County of Riverside, a district or any entity (including an allocation to a statewide or countywide pool) other than the City of Perris, (v) any administrative fee charged by the CDTFA, (vi) any sales or use tax subject to any sharing, rebate, offset or other charge imposed pursuant to any applicable provision of federal, state or local (except the Cities') law, rule, or regulation, (vii) any Sales Tax attributable to any transaction not consummated within the term of this Agreement, or (viii) any Sales Tax (or other funds measured by Sales Tax) required by the State of California to be paid over to another public entity (including the State) or set aside and/or pledged to a specific use other than for deposit into or payment from the Cities' general funds, including retroactively.

B-3  Time for Payment. Consultant shall be paid quarterly upon submitting invoices to the City, but in no event shall the City remit any payments on an invoice until after the CDTFA's allocation of Local Sales Tax Revenues for that quarter, as described in B-2. The City shall remit payment on an invoice submitted by the Consultant no later than one-hundred and fifty (150) days following the end of the quarter which is the subject of the invoice. Each invoice shall be in an amount equal to the applicable Yearly Fee (as defined in Section B-1) of the Local Sales Tax Revenues, as defined above in Subsection B-2, for that quarter.
B-4 Consultant's Continuing Right to Yearly Fee for Term of Location Agreement. Except in the case of a breach or default of this Agreement by Consultant, the Consultant's receipt of the Yearly Fee shall continue for the same duration as the period of time any Location Agreement, including extensions, obtained by Consultant pursuant to this Agreement, is in effect. Accordingly, the provisions of this Exhibit B, entitled Schedule of Compensation, shall continue in full force and effect for the duration that any Location Agreement is in effect, and shall survive the expiration or termination of this Agreement.

B-5 Recapture. If, at any time during or after this Agreement, the CDTFA determines that all or any portion of the local sales or use tax received by the City were improperly allocated and/or paid to the City, and if the CDTFA requires repayment of, offsets against future sales tax payments, or otherwise recaptures from the City those improperly allocated and/or paid local sales and use tax, then Consultant shall, within thirty (30) calendar days after written demand from the City, repay all payments (or applicable portions thereof) theretofore paid to Consultant which are attributable to such repaid, offset or recaptured local sales or use tax. If Consultant fails to make such repayment within thirty (30) calendar days after the City's written demand, then Consultant shall be in breach of this Agreement and such obligation shall accrue interest from the date of the City's original written demand at the then-maximum legal rate imposed by the California Code of Civil Procedure on prejudgment monetary obligations, compounded monthly, until paid. Additionally, the City may deduct any amount required to be repaid by Consultant under this Subsection B-5 from any future payments otherwise payable to Consultant under this Agreement until the amount in default is recaptured by the City. This Subsection B-5 shall survive the expiration or termination of this Agreement. The City immediately will contact Consultant regarding any communication from the CDTFA pertaining to tax allocations associated with Consultant's business. The City and Consultant agree that, should the CDTFA question the correctness of the allocation or otherwise determine that there has been an improper allocation to the City, the City may engage legal counsel to use his or her best efforts to defend such allocation in all CDTFA administrative proceedings. Any cost or expense associated with such efforts will be borne by the City. For purposes of this paragraph, administrative proceedings include all CDTFA meetings, conferences and appeals before the CDTFA. Consultant will reasonably cooperate with the City and its attorney. Additionally, Consultant shall have the obligation to participate in any such administrative proceedings, to the extent the City consents to and requests such participation, and may engage its own legal counsel or consultant, at its own cost.

B-6 Fixed Percentage Fee. Consultant's compensation under this Agreement is a fixed percentage fee. Consultant shall not receive any reimbursement for expenses or any amount beyond the fixed percentage as described above in this Exhibit B.
MEETING DATE: May 14, 2019

SUBJECT: Uniform Services for Public Works Staff

REQUESTED ACTION: Approve Contract Service Agreement with UniFirst Corporation to provide Uniforms to Public Works Field Staff

CONTACT: Daryl Hartwill, Director of Public Works

BACKGROUND/DISCUSSION:

The City’s commitment to professionalism in the workplace is an established precedent well identified within the community by staff. Field staff continually demonstrates quality workplace visibility throughout the community whenever working on various tasks and/or projects.

The Public Works department provides quality uniforms to staff through a commercial uniform supplier. Uniforms include pants, shirts and coveralls and are laundered on a weekly basis and supplied to staff for use. UniFirst Corporation will supply uniforms to staff and make repairs and/or replacements to garments as needed. The City’s uniform agreement expired in 2014. A new contract agreement is expected to produce substantial savings.

Staff is requesting Council to approve a 3 year contract with UniFirst Corporation to provide uniform services to Public Works Field employees.

BUDGET (or FISCAL) IMPACT: The budgetary impacts will be $41,535.00 over 3 years. There is an established account for uniform costs on an annual basis.

Prepared by:

Reviewed by:
City Attorney
Assistant City Manager
Finance Director

Attachments;
CITY OF PERRIS
Human Resources and Risk Management
Contract Insurance Requirements Checklist

This form contains general guidelines for ensuring proper insurance limits and endorsements for standard contracts. The guidelines may not be appropriate for high risk contracts or special situations. Please consult the Human Resources and Risk Management Division if you are uncertain of the insurance requirements for any specific contract.


Project Description: Corporation - Uniform Services

<table>
<thead>
<tr>
<th>Contract Type:</th>
</tr>
</thead>
<tbody>
<tr>
<td>□ Construction Contractor Requires 1, 1A, 2, 3, 5, 6</td>
</tr>
<tr>
<td>□ Construction (w/construction risks) Requires 1, 1A, 2, 3, 6</td>
</tr>
<tr>
<td>□ Consultant Requires 1, 1A, 2, 6, 7</td>
</tr>
<tr>
<td>□ Space Rental/Lessee Requires 1, 4, 6</td>
</tr>
<tr>
<td>□ Environmental Contract Requires 1, 1A, 2, 6, 8</td>
</tr>
<tr>
<td>Other (Please Explain):</td>
</tr>
</tbody>
</table>

Limit Insurance Guidelines

<table>
<thead>
<tr>
<th>Insured Limits</th>
<th>High Risk</th>
<th>Medium Risk</th>
<th>Low Risk</th>
<th>Basis</th>
<th>1. A) Other Provision</th>
<th>Amount Authorized</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. General Liability Commercial</td>
<td>$5 million</td>
<td>$2 million</td>
<td>$1 million</td>
<td>Occurrence</td>
<td>Including operations, products, and completed operations, as applicable.</td>
<td>$1 million</td>
</tr>
<tr>
<td></td>
<td>$10 million</td>
<td>$5 million</td>
<td>$2 million</td>
<td>Aggregate</td>
<td></td>
<td>$2 million</td>
</tr>
<tr>
<td>2. Automobile Liability</td>
<td>$1,000,000 per accident for bodily injury and property damage. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).</td>
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<tr>
<td>3. Builder’s Risk/Course of Construction</td>
<td>Completed value of the project with no coinsurance penalty provisions. For projects with construction risks, policies shall name the City as a loss payee and the insurer shall waive all rights of subrogation against the City.</td>
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<tr>
<td>4. Property Insurance</td>
<td>Full replacement cost with no coinsurance penalty provision.</td>
<td></td>
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<tr>
<td>5. Workers’ Compensation</td>
<td>As required by the State of California, with employers liability limits no less than $1,000,000 per accident for all covered losses.</td>
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<tr>
<td>6. Employer’s Liability</td>
<td>$1,000,000 per accident for bodily injury or disease.</td>
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<tr>
<td>7. Professional Liability/Errors and Omissions Liability</td>
<td>$1,000,000 per occurrence.</td>
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<tr>
<td>8. Pollution and/or Asbestos Pollution Liability and/or Error and Omissions</td>
<td>$1,000,000 each occurrence/$2,000,000 policy aggregate.</td>
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</tbody>
</table>

Other Insurance Provisions (for General Liability and Automobile Liability):

GENERAL LIABILITY: Per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. General Liability coverage shall be provided in the form of an Additional Insured endorsement to the contractor’s insurance policy, or as a separate owner’s policy. Equivalent in coverage scope to (ISO) form C0 00 01 with an edition date prior to 2004.

ADDITIONAL INSURED: The City, its officers, officials, employees, and volunteers are to be covered as insureds for construction contracts with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations (including pollution and/or asbestos pollution for environmental contracts), or for lessee’s with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee, or as respects products of a vendor. Endorsement must be equivalent to (ISO) forms C0 20 10 11 85 or equivalent.

PRIMARY AND NON-CONTRIBUTORY COVERAGE: For any claims related to this project, the Contractor’s insurance coverage shall be primary insurance as respects to the City, its officers, officials, employees, and volunteers. Any insurance or self insurance maintained by the City, its officers, officials, employees and volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

WAIVER OF SUBROGATION: The Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the contractor, its employees, agents and subcontractors.

CANCELLATION NOTICE: Each insurance policy required by this project shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days’ prior written notice by certified mail, return receipt requested, has been given to the City.

SUBCONTRACTOR COVERAGE: Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to the City for review and approval. All coverages for subcontractors shall be subject to all of the requirements of the Contractor.

Authorizations:

Project Manager: Date: Department Manager/Head: Date: Risk Manager: Date: 4-23-19
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis of Massachusetts, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 37286 USA

CONTACT NAME

PHONE (800) 243-8884
FAX (800) 243-8885
EMAIL

INSURER A: ACE American Insurance Company
INSURER B: Indemnity Insurance Company of North America
INSURER C: ACE Fire Underwriters Insurance Company

COVERAGE

CERTIFICATE NUMBER: W10982913

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTITUTION OF INSURANCE

TYPE OF INSURANCE

POLICY NUMBER

POLICY EFFECT DATE

LIMITS

COMMERCIAL GENERAL LIABILITY

CLAIMS-MADE

COMBINED SINGLE LIMIT

$1,000,000

PER OCCURRENCE DED.

$1,000,000

MED NURS (Any one person)

$5,000

PERSONAL & ADJURY

$1,000,000

GENERAL AGGREGATE

$2,000,000

PRODUCTS-COMP ADJ

$2,000,000

AUTOMOBILE LIABILITY

ANY AUTO OWNED

SCHEDULED AUTO

$2,000,000

MED NURS (Per person)

$5,000

PROPERTY DAMAGE (Per accident)

$5,000

UMBERLLA LIABILITY

PER OCCURRENCE

$1,000,000

AGGREGATE

$1,000,000

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

ANY PROPOERTY/PERSONAL EXECUTIVE

(Excluded by MANDATORY IN HR)

$1,000,000

EL EACH ACCIDENT

$1,000,000

EL DISEASE - EA EMPLOYEE

$1,000,000

EL DISEASE - POLICY LIMIT

$2,000,000

CERTIFICATE HOLDER

CITY OF PERRIS
101 NORTH 'D' STREET
PERRIS, CA 92570

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2016/03)
**ADDITIONAL REMARKS SCHEDULE**

<table>
<thead>
<tr>
<th>AGENCY</th>
<th>Willis of Massachusetts, Inc.</th>
<th>NAMED INSURED</th>
<th>Unifirst Corporation and its Subsidiaries</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARRIER</td>
<td>See Page 1</td>
<td>NAIC CODE</td>
<td>See Page 1</td>
</tr>
<tr>
<td>EFFECTIVE DATE</td>
<td>See Page 1</td>
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</tr>
</tbody>
</table>

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM, 25

**FORM NUMBER:** 25  **FORM TITLE:** Certificate of Liability Insurance

THE CITY, ITS OFFICIALS, EMPLOYEES AND VOLUNTEERS are an Additional Insured for General Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

**INSURER AFFORDING COVERAGE:** ACE American Insurance Company

**POLICY NUMBER:** WUGC54345981 (MA, ME, OH)  **EFF DATE:** 10/01/2018  **EXP DATE:** 10/01/2019  **NAIC#:** 22667

**TYPE OF INSURANCE:**

- Workers Compensation and Employers Liability Per Statute

<table>
<thead>
<tr>
<th>LIMIT DESCRIPTION</th>
<th>LIMIT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>EL Each Accident</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>EL Disease - Limits</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>EL Disease - Each Emp</td>
<td>$1,000,000</td>
</tr>
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</table>

**INSURER AFFORDING COVERAGE:** ACE Fire Underwriters Insurance Company

**POLICY NUMBER:** SCFC5434564 (W)  **EFF DATE:** 10/01/2018  **EXP DATE:** 10/01/2019  **NAIC#:** 20702

**TYPE OF INSURANCE:**

- Workers Compensation and Employers Liability Per Statute

<table>
<thead>
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<td>$1,000,000</td>
</tr>
</tbody>
</table>
CITY OF PERRIS

CONTRACT SERVICES AGREEMENT FOR

UNIFORM RENTAL SERVICE

This Contract Services Agreement ("Agreement") is made and entered into this 11th day of April 2019, by and between the City of Perris, a municipal corporation ("City"), and UniFirst Corporation, 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 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 Thirteen Thousand Eight Hundred Forty Five dollars ($13,845.00) annually ("Contract Sum").

2.2 Method of Payment. Provided that Consultant is not in default under the terms of this Agreement, Consultant shall be paid upon receipt of an invoice, in a form approved by the City Manager, describing the services performed.
3.0 COORDINATION OF WORK

3.1 Representative of Consultant. Christiaan Van Luit 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 $1,000,000.00 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 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 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 for three (3) years until April 11th, 2022. Thereafter, the City may exercise an option to extend the term of this Agreement for 2 years.

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: ____________________________
Nancy Salazar, City Clerk

By: ____________________________
Richard Belmudez, City Manager

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: ____________________________
Eric L. Dunn, City Attorney

"CONSULTANT"

UniFirst Corporation, a California Corporation
700 S. Etiwanda Avenue, Suite C
Ontario, CA 91761

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]
CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer)  City of Perris
ADDRESS  1015 South G St
          Perris, Ca 92570
PHONE

LOC NO. 325
ROUTE NO.  
DATE 4/10/19

SIGNATURE

The undersigned (the “CUSTOMER”) orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d/b/a UniFirst and/or UniFirst Canada Ltd. ("UNIFIRST") the rental services at the prices and upon the conditions outlined:

<table>
<thead>
<tr>
<th>MERCHANDISE SERVICED</th>
<th>COST/</th>
<th>SERVICE</th>
<th>NO. OF</th>
<th>TOTAL NO. OF</th>
<th>PRICE PER</th>
<th>STANDARD/</th>
<th>TOTAL FULL</th>
<th>TOTAL VALU LEASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Unifirst Relax Fit Jeans 10HD</td>
<td>$19.94</td>
<td>1</td>
<td>121</td>
<td>.30</td>
<td>$36.30</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Standard Work Pants 1002</td>
<td>$15.90</td>
<td>1</td>
<td>121</td>
<td>.33</td>
<td>$27.83</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Micro-check Shirts LS/SS (03UM/04UM)</td>
<td>$15.68</td>
<td>1</td>
<td>242</td>
<td>.23</td>
<td>$55.66</td>
<td></td>
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<td></td>
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<tr>
<td>Coveralls (3002)</td>
<td>$24.53</td>
<td>1</td>
<td>44</td>
<td>.36</td>
<td>$15.84</td>
<td></td>
<td></td>
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<tr>
<td>Shop Towels (8023)</td>
<td>3%/.99</td>
<td>1</td>
<td>150</td>
<td>.06</td>
<td>$9.00</td>
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<td></td>
</tr>
<tr>
<td>3x5 Scraper Mat (5388)</td>
<td>$53.28</td>
<td>1</td>
<td>10</td>
<td>$1.35</td>
<td>$11.50</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5x5 Logo Mat (UL03)</td>
<td>$83.52</td>
<td>1</td>
<td>3</td>
<td>$2.10</td>
<td>$6.30</td>
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<tr>
<td>4x6 Scraper Mat (5389)</td>
<td>$92.76</td>
<td>1</td>
<td>2</td>
<td>$2.16</td>
<td>$4.32</td>
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<td></td>
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</tr>
<tr>
<td>4x6 Logo Mat (UL16)</td>
<td>$122.10</td>
<td>1</td>
<td>13</td>
<td>$4.48</td>
<td>$55.24</td>
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</tr>
<tr>
<td>Garment Protection (covers all uniforms)</td>
<td></td>
<td></td>
<td>418</td>
<td>$0.07</td>
<td>$29.26</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Uniform Locker</td>
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<td></td>
<td>0</td>
<td>0</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Minimum weekly charge applies, equal to 75% of the initial weekly install value. $266.25

OTHER CHARGES

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Garment preparation per piece</td>
<td>$1.00</td>
</tr>
<tr>
<td>Name emblem per piece</td>
<td>$1.50</td>
</tr>
<tr>
<td>Company emblem per piece</td>
<td>$2.00</td>
</tr>
<tr>
<td>Direct Embroidery: Weser name per piece</td>
<td>$2.50</td>
</tr>
<tr>
<td>Company name per piece</td>
<td>$2.50</td>
</tr>
</tbody>
</table>

OTHER CHARGES

<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Non-stock sizes per piece</td>
<td>20%</td>
</tr>
<tr>
<td>Special cuts per piece</td>
<td>25%</td>
</tr>
<tr>
<td>Restock/Exchange per piece</td>
<td>$5.00</td>
</tr>
<tr>
<td>Automatic Wiper Replacement</td>
<td></td>
</tr>
<tr>
<td>Automatic Linen Replacement</td>
<td></td>
</tr>
<tr>
<td>DEFE (See description on reverse side)</td>
<td>$10.00</td>
</tr>
</tbody>
</table>

PAYMENT TERMS: C.O.D.          E.F.T.                  Approved Charge

*3 year agreement with the option to add 1 more

Approved charge: CUSTOMER agrees to make payments within 30 days of invoice receipt. A late charge of 1½% per month (18% per year) for any amount in arrears may be applied.  

SALES REP:  Bela Gallegos  4.10.19

SALES REP. (Signature)  DATE

ACCEPTED:  4.10.19

CUSTOMER: (Signature)  DATE

LOCATION MANAGER (Signature)  DATE

LOCATION MANAGER (Print Name and Title)  EMAIL

1 Out-size of otherwise Standard Merchandise are deemed to be Non-Standard Merchandise
2 Merchandise which is Val-U-Cleaned is not cleaned by UNIFIRST
3 Charge shall be contingent upon customers' credit-worthiness and may be reviewed at UNIFIRST's discretion

The undersigned agrees to all terms on the reverse and attests to have the authority to execute for the named CUSTOMER, and to approve use of any personalization – including logos or brand identities – that has been requested.

ACCEPTED: CUSTOMER: (Signature)  DATE

LOCATION MANAGER: (Print Name and Title)  EMAIL

*3 All returned checks and declined card sales are subject to a $25 processing fee
*3 This Agreement is effective only upon acceptance by UniFirst Location Manager

UNIFIRST
CUSTOMER SERVICE AGREEMENT TERMS

REQUIRED SUPPLIERS. Customer orders from UnFirst Corp. ("UnFirst") the rental garments and/or other items of the type specified in this Agreement ("Merchandise") and related pickup/delivery and maintenance services (collectively with Merchandise, "Services") for all of Customer’s requirements therefore, at the prices and upon the terms and conditions set forth herein. Additional Services requested by Customer, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to Customer remains the property of UnFirst. Customer warrants that it is not subject to, and that this Agreement does not interfere with or conflict with, any existing agreement for the supply of the Merchandise or Services covered.

PERFORMANCE GUARANTEE. UNFIRST GUARANTEES TO DELIVER HIGH QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UnFirst will meet or exceed industry standards, or non-conforming items will be repaired by the next scheduled delivery day at no cost to Customer. The Merchantable quality of Merchandise requires replacing Merchandise items at no cost to Customer for any reasonable wear and tear, faulty design or manufacturing, or for normal merchandise depreciation (as defined in this Agreement). Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) Complaints first made in writing to UnFirst which set forth the precise nature of any deficiencies, (2) UnFirst is afforded at least 60 days to correct any deficiencies complained of and (3) UnFirst fails to correct those deficiencies completed of within 60 days. In the event Customer complies with the foregoing and UnFirst fails to correct such deficiencies, Customer may then terminate this Agreement by written notice to UnFirst provided that all balances due to UnFirst, provided in a manner consistent with this Agreement, have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UnFirst, shall not be deemed a breach or violation of this Agreement.

TERM AND RENEWAL. This Agreement is effective when signed by both the Customer and UnFirst Location Manager and continues in effect for 60 months after installation of the Service, and is automatically and continuously renewable. This Agreement for multiple successive 60-month periods unless Customer or UnFirst gives written notice of non-renewal to the other at least 90 days prior to the next expiration date.

PRICES AND PAYMENTS. Prices are based on 52 weeks of service per year. Any increase(s) by Supplier Service Frequency could result in additional charges. On an annual basis, the prices then in effect will be increased by the greater of the annual percent increase in the Consumer Price Index - All Urban Consumers, Series ID: CUPCQ678Q, other goods and services, or 3%. Additional price increases and other charges may be imposed by separate written notice or by notation on Customer's invoice. Customer may, however, decline such additional increases or charges by notifying UnFirst in writing within 10 days after receipt of such notice or notation. If Customer declines said additional price increases, UnFirst may terminate this Agreement. Customer also agrees to pay the other charges and minimum weekly charge herein specified. Charges relating to a new customer excluding UnFirst employee can be terminated by (1) giving notice thereof to UnFirst and (2) returning or paying for any missing Merchandise issued to that individual. Any Merchandise payments required pursuant to this Agreement will be at the replacement price(s) then in effect hereunder. If an authorized Customer representative is not available to receive and acknowledge delivery of Merchandise, Customer authorizes UnFirst to make delivery and assumes responsibility for related charges/credits/returns.

If Customer fails to make timely payment, UnFirst may, at any time and in its sole discretion, terminate this Agreement by giving written notice to Customer, whether or not UnFirst has previously strictly enforced Customer's obligations to timely payments. Customer agrees to pay, and will pay all applicable sales, use, personal property and other taxes and assessments arising out of this Agreement.

DEFER CHARGE. Customer’s invoices may include a DEFER charge to cover all or portions of certain expenses including delivery, receiving, services, etc. (DEFER CHARGE)

D = DELIVERY, or expenses associated with the actual delivery of Services and Merchandise to Customer’s piece of business. primarily Routes Sales Representative commissions, maintenance agreements, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.

E = ENVIRONMENTAL, or expenses past, present and future. UnFirst absorbs related to wastewater testing, purification, efficient control, spill disposal, supplies and equipment and other costs to control and prevent pollution and for conservation and overall regulatory compliance.

F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping UnFirst’s fleet vehicles on the road and servicing its customers.

E = ENERGY, primarily the natural gas UnFirst uses to run boilers and gas dryers, plus other local utility charges.

MERCHANDISE. Customer agrees and acknowledges that no employee of Merchandise supplied is qualified for general occupational use and, except as expressly specified below, affords no special user protections. Customer further acknowledges that (1) Customer has independently and intentionally determined and selected the nature, style, performance characteristics, number and changes of scope of Merchandise to be used and the appropriateness of such Merchandise for Customer’s specific needs or intentions; (2) UnFirst does not have any obligation to provide reasonable accommodation. Customer is responsible for ensuring that the Merchandise is used for its intended use; (3) UnFirst makes no representation, warranty or guarantee regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise), and (4) UnFirst shall in no way be responsible or liable for any injury or harm suffered by any Customer employee while wearing or using any Merchandise. Customer agrees to indemnify and hold harmless UnFirst and its employees, agents and contractors from and against all claims, suits, losses, costs or damages of any kind or nature resulting from Customer’s or Customer’s employee’s use of the Merchandise, whether or not such claims, suits, losses, costs or damages are caused by any alleged defects in the Merchandise.

Flame Resistant (FR) Merchandise supplied hereunder is intended only to prevent the ignition and burning of fabric away from the point of high heat impingement and to be self-extinguishing upon removal of the ignition source. FR items will not provide significant protection from burns in the immediate area of high heat contact due to thermal transfer. If not used in the fabric and/or the absence of the fabric in the area of such high heat contact, FR items are designed for continuous wear as only a secondary level of protection. Pinnary protection is still required for work activities where direct or significant exposure to heat or open flame is likely to occur. Visibility Merchandise is intended to provide improved conspicuity of the wearer under daylight conditions and when illuminated by a light source of sufficient candela power at night. It is Customer's responsibility to determine the level of conspicuity needed by wearers specifically identified as necessary. Further Customer agrees that Visibility Merchandise alone does not mitigate the risk of an injury or death from an accident. The Visibility Merchandise supplied complies with the additional safety precautions and guidelines associated with the cost of the Merchandise. Customer agrees to pay UnFirst the full cost of the Merchandise in each case a "Discontinuance of Service"

Service charge be paid to Customer’s owner operator of Merchandise items than UnFirst’s inventory (in-service shelf, as well as any suppliers' materials supplied for Customer's use), paying for same the replacement charges then in effect.

Custom agrees not to return any Merchandise with asbestos, heavy metals, solvents, irons or other hazardous or toxic substances (contaminants). Customer agrees to pay for Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, Customer agrees to return to UnFirst all standard Merchandise in good and usable condition or pay for the replacement charges then in effect.

OBLIGATIONS AND REMEDIES. If Customer breaches or terminates this Agreement before the expiration date for any reason (other than for UnFirst's failure under the performance guarantee described above), Customer will pay UnFirst, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks in the current term. The amount of such payments or amounts owed by Customer will be in addition to UnFirst, including the return of standard Merchandise or payment of replacement charges, and the purchase of any Non-Standard Merchandise items as set forth herein.

This Agreement shall be governed by Massachusetts law (exclusive of choice of law). If a dispute arises from or relates in any way to this Agreement or any alleged breach thereof at any time, the parties will first attempt to resolve the claim or dispute by negotiation at agreed time(s) and location(s). All negotiations are confidential and will be treated as settlement negotiations. Any matter not resolved through direct negotiations shall be resolved exclusively by final binding arbitration, conducted in the capital city of the state where Customer has its principal place of business (or some other location mutually agreed); pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and, governed by the Federal Arbitration Act, to the exclusion of state law inconsistent therewith. The parties will agree upon one (1) Arbitrator to settle the controversy. The successful or prevailing party in any such proceeding by the arbitrator or by the party to whom any appeal thereof (as determined by the arbitrator) in the event a court determines that the agreement to arbitrate is enforceable, will be entitled to recover the costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as part of the judgment or award rendered hereunder. This provision for Arbitration is specifically enforceable; therefore, the parties shall have no power to vary or ignore the provisions hereof; and these disclaimers and limitations in accordance hereof will apply to all such disputes, if at any time, under this Agreement, Customer voluntarily and knowingly waived any right it may have to a jury trial or to participate in a class action or class litigation as a representative of any other persons or as a member of any class of persons, or to consolidate its claims with those of any other persons or class of persons. If this prohibition against class litigation is ruled to be unenforceable for any reason, then the whole of such portion of this Agreement is intended to be void and of no force and effect in that proceeding.

MISCELLANEOUS. The parties agree that this Agreement represents the entire agreement between them. In the event Customer issues a purchase order to UnFirst at any time, none of the standard pre-printed terms and conditions therein shall have any application to this Agreement, or any transactions occurring pursuant hereto or thereto. UnFirst may, at its sole discretion, assign this Agreement. Customer may not assign this Agreement without the prior written consent of UnFirst. Customer agrees that in the event it fails or transfers its business, it will require the purchaser or transferee to assume all obligations and responsibilities under this Agreement, provided that such assumption shall not relieve Customer of its liabilities hereunder; and provided further that if any failure by a purchaser or transferee to assume this Agreement shall constitute a breach and immediate termination of this Agreement resulting in the obligation to pay all amounts or accounts therefor as set forth in this Agreement. Neither party will be liable for any incidental, consequential, special or punitive damages. In no event shall UnFirst’s aggregate liability to Customer or any and all claims exceed the sum of all amounts actually paid Customer to UnFirst. In the event any portion of this Agreement is held by a court of competent jurisdiction in Canada or by any court of competent jurisdiction in any other country, the balance will remain in effect. All written notices required to UnFirst must be sent by certified mail to the attention of the Location Manager, in Texas and certain other locations. UnFirst’s business is conducted by, and the term "UnFirst" as used herein means, UnFirst Holdings, Inc. d.b.a. UnFirst.
BACKGROUND/DISCUSSION:
The City’s current auditors have performed the annual audit of the City for approximately 20 years. Consistent with the general practice for auditor rotation, the City Council directed staff to perform a request for proposal for the audit services during its meeting of March 26, 2019. Staff sent out a Request for Proposal (RFP) to seven audit firms and received six responses. The proposals received were evaluated based on nine sets of criteria as follows: 1) total audit fee proposed by the CPA firm, 2) the CPA firm’s qualification, 3) the auditor’s audit plan to meet the audit deadlines, 4) CPA certification and experience of the staff assigned to the audit, 5) the CPA firms’ experience in performing audit of financial statements (CAFR) that won the GFOA award for excellence in financial reporting, 6) total staff hours for completion of the audit, 7) any Federal, State or AICPA Disciplinary actions on the CPA firm, 8) the CPA firm’s current list of municipal audit clients and 9) office location of the CPA firm for prompt response to the City’s requests. The review criteria were assigned rating scales to reflect the degree to which each proposal addressed the criteria.

Although audit fee was a major consideration of the proposal review and Staff allocated the highest scores to the total all-inclusive audit fees proposed by the CPA firms, the overall focus was to ensure a high quality audit service that meets all applicable audit standards and reporting deadlines. The City desires a high quality audit product within the stipulated time period. The summary of the results of the proposal review is provided in the table below. The 3-Year Total Fee indicated in the table represents the all-inclusive total fees proposed by the CPA firms for the three fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021.
<table>
<thead>
<tr>
<th>CPA Firm</th>
<th>3-Year Total Fee</th>
<th>Overall Scores</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brown Armstrong CPAs</td>
<td>280,050.00</td>
<td>99.00</td>
</tr>
<tr>
<td>The PUN Group</td>
<td>293,635.00</td>
<td>96.00</td>
</tr>
<tr>
<td>White Nielson Diedl Evans</td>
<td>295,065.00</td>
<td>94.00</td>
</tr>
<tr>
<td>Rogers, Anderson, Malody &amp; Scott</td>
<td>247,445.00</td>
<td>94.00</td>
</tr>
<tr>
<td>Vasquez &amp; Company LLP</td>
<td>281,668.00</td>
<td>88.00</td>
</tr>
<tr>
<td>Teaman Ramirez &amp; Smith</td>
<td>303,000.00</td>
<td>74.00</td>
</tr>
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</table>

At the Ways & Means Subcommittee meeting of 4/26/2019, Staff presented the results of the initial proposal reviews to the Ways & Means Subcommittee. The Committee directed that the two firms with the highest scores comprising Brown Armstrong CPAs (total score - 99) and The PUN Group (total score - 96) should proceed to the final stage of interview. After interviewing representatives of the two audit firms, Staff determined that the selection of The PUN Group represents the best interest of the City. The total fees proposed by The PUN Group is about 3.1% lower than the fees the City paid for the most recent annual audit of the City.

City staff recommends that the City Council approve the agreement for audit services with The PUN Group Accountants and Advisors and authorize the City Manager to execute the agreement.

---

**BUDGET (or FISCAL) IMPACT:**
The proposed contract is for a three-year term and relates to audit of the City's financial records in accordance with all applicable laws and audit standards for the three fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021. The audit fee for the first fiscal year ending June 30, 2019 is $95,000. The fee for the second fiscal year ending June 30, 2020 and the third fiscal year ending June 30, 2021 respectively are $97,850 and $100,785. The total all-inclusive fee for the three fiscal years is $293,635.

---

Prepared by:  Stephen Ajobiewe, Finance Manager

**REVIEWED BY:**
City Attorney
Assistant City Manager
Finance Director

Attachments:
1. Contract Agreement for Provision of Audit Services
2. The PUN Group – Technical Proposal
3. The PUN Group – Fee Proposal
4. Request for Proposal for Audit Services

Consent: X
Contract Agreement for Provision of Audit Services
CITY OF PERRIS

CONTRACT AGREEMENT FOR

PROVISION OF AUDIT SERVICES

This Contract Services Agreement ("Agreement"), is made and entered into this ______ day of ____________________, 2019, by and between the City of Perris, a municipal corporation ("City"), and The PUN Group, LLP, a California company, hereinafter referred to as The PUN Group ("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 two hundred ninety three thousand six hundred and thirty five dollars ($293,635)
("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

-2-
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.

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 for three (3) years from the date hereof. The services shall cover the audit of the City's financial transactions for the fiscal years ending June 30, 2019, June 30, 2020 and June 30, 2021 in line with the City's Request for Proposal for Audit Services as well as the Consultant's Technical Proposal dated April 19, 2019 and Cost Proposal dated April 19, 2019.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Kenneth H. Pun 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 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 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 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, 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: ____________________________  By: ____________________________
Nancy Salazar, City Clerk                 Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: ____________________________
Eric L. Dunn, City Attorney

"CONSULTANT"
THE PUN GROUP, LLP, a California Company

By: ____________________________
Signature
Kenneth H. Pun, Managing Partner

By: ____________________________
Signature
Frances J. Kuo, Partner

(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

A. The audit services include the audit of the City’s Comprehensive Annual Financial Report and the Financial Statements of the Component Units for the fiscal years ending June 30, 2019, 2020, and 2021. The audits are to be performed in accordance with the provisions contained in this request for proposals, all applicable laws and auditing standards. The auditor shall express opinion on the fair presentation of the CAFR and the Component Units financial statements as listed below.

- City-wide CAFR
- Perris Community Economic Development Corporation Financial Statements
- Perris Housing Authority Financial Statements
- Perris Joint Powers Authority Financial Statements
- Perris Public Utility Authority Financial Statements
- Perris Public Financing Authority Financial Statements

B. The auditors will perform single audit in line with the Single Audit requirements stipulated in Subpart F, Audit Requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The auditor will produce and submit the required Single Audit Report for the fiscal years ending June 30, 2019, 2020 and 2021.

C. The audit services will also include audit procedures in compliance with the Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIIIIB of the California Constitution. The auditor is required to issue opinion based on the performance of the agreed-upon procedures for the fiscal years ending June 30, 2019, 2020 and 2021.


E. Finally, the audit services include preparation of the Federal Return of Organization Exempt from Income Tax (Form 990) and California Exempt Organization Annual Information Return (Form 199) of the Perris Community Economic Development Corporation (CEDC) for the fiscal years ending June 30, 2019, 2020 and 2021. CEDC is a 501(c)3 exempt organization.

F. Reports to be issued: After completion of the audit of the fiscal year’s financial statements, the auditor shall issue reports as required by generally accepted auditing standards, Government Auditing standards, the Uniform Guidance, and the California State Controller Audit Instructions Letters, including but not limited to the following:
• A report on the fair presentation of the Comprehensive Annual financial Report of the City in conformity with generally accepted accounting principles.
• A report on the fair presentation of the financial statements of the Perris Community Economic Development Corporation (CEDC), Perris Housing Authority, Perris Joint Powers Authority, Perris Financing Authority, and Perris Public Utility Authority in conformity with generally accepted accounting principles.
• A report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards.
• A report on the Schedule of Expenditures of Federal Awards.
• Report on Cities Financial Transactions of the City of Perris in compliance with the California State Controller’s instructions Letters.
• A Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance
• A report on agreed-upon Procedures Applied to Appropriations Limits prescribed by Article XIIIb of the California Constitution.

G. The auditor shall communicate in a letter to the City Council any reportable conditions found during the audit. A reportable condition shall be defined as a material weakness or significant deficiency. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.
EXHIBIT "B"

SPECIAL REQUIREMENTS

A. Auditing Standards to be followed: To meet the requirements of this request for proposals, the audit shall be performed in accordance with the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
- The standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards,
- California State Controller audit instructions letters.

B. Special Considerations: The City of Perris must send, in a timely manner, its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review regarding the Certificate of Achievement for Excellence in Financial Reporting program. The City will not allow an extension on submission for this program.

- The City must submit its CAFR and Component Units financial statements in compliance with bonds reporting requirements and cannot entertain any delay in completing the CAFR and component financial statements.

- The City currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's opinion thereon. The auditor shall be required, if requested by the City's financial advisor and/or the underwriter, to issue a "consent and citation of expertise" as the auditor and any necessary "comfort letters".

- The Schedule of Expenditures of Federal/State Awards and related auditor's report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.
EXHIBIT "C"

SCHEDULE OF COMPENSATION

Total All-Inclusive Price (Breakdown)

<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>City Audit and Related Reports</td>
<td>$ 56,750</td>
<td>$ 56,453</td>
<td>$ 60,200</td>
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<tr>
<td>GANN Limit</td>
<td>$ 500</td>
<td>$ 515</td>
<td>$ 530</td>
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<tr>
<td>Single Audit - 1 Major Program</td>
<td>$ 4,000</td>
<td>$ 4,120</td>
<td>$ 4,244</td>
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<tr>
<td>Audit of Community Economic Development Corporation</td>
<td>$ 3,500</td>
<td>$ 3,605</td>
<td>$ 3,713</td>
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<td>Audit of Housing Authority</td>
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<td>Audit of Joint Powers Authority</td>
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<td>$ 5,305</td>
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<td>Audit of Public Utility Authority</td>
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<td>Audit of Public Financing Authority</td>
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<td>Preparation of the CAFR</td>
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<td>$ 1,591</td>
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<td>State Controller's Report:</td>
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<tr>
<td>City</td>
<td>$ 3,500</td>
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<td>Joint Powers Authority</td>
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<td>Public Utility Authority</td>
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<td>Form 990 and Form 199 - CEDC 501 (c)3 Exempt</td>
<td>$ 1,500</td>
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<tr>
<td>Total All-Inclusive Price</td>
<td>$ 95,000</td>
<td>$ 97,850</td>
<td>$ 100,785</td>
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Notes:
1) Fees related to Single Audit are taking in consideration 1 (one) Major Program. The fee to audit additional major programs is $4,000 each program. The number of programs determined to be "major" will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City's Management before starting Single Audit work.

### SUMMARY OF ALL INCLUSIVE FEES

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Amount</th>
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<tbody>
<tr>
<td>2018/2019</td>
<td>$95,000</td>
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<td>2019/2020</td>
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<tr>
<td>2020/2021</td>
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<td>Grand Total</td>
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# TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2018/2019

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<tr>
<th></th>
<th>Standard Hours</th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
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<tbody>
<tr>
<td>Partners</td>
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<td>$275</td>
<td>$200</td>
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<td>Managers</td>
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<td><strong>86,250</strong></td>
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**Out-of-Pocket Expenses:**

- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

- Preparation of CAFR and Component Units Financial Statements: $1,500
- Preparation of Financial Transactions Reports for the City and Special Districts: $5,750
- Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $1,500

**Less Professional Discount**

Total All-Inclusive Price (Fiscal Year 2018/2019): $95,000
# TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2019/2020

<table>
<thead>
<tr>
<th></th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
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<td>Hours</td>
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<tr>
<td>Partners</td>
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</tr>
<tr>
<td>Managers</td>
<td>100</td>
<td>200</td>
<td>180</td>
</tr>
<tr>
<td>Senior Auditors</td>
<td>240</td>
<td>125</td>
<td>103</td>
</tr>
<tr>
<td>Staff Auditors</td>
<td>430</td>
<td>100</td>
<td>77</td>
</tr>
<tr>
<td>Clerical</td>
<td>10</td>
<td>75</td>
<td>52</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>840</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Out-of-Pocket Expenses:
- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

Preparation of CAFR and Component Units Financial Statements: $1,545
Preparation of Financial Transactions Reports for the City and Special Districts: $5,923
Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $1,545

Less Professional Discount

**Total All-Inclusive Price (Fiscal Year 2019/2020)**: $97,851
### TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2020/2021

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>60</td>
<td>$275</td>
<td>$212</td>
<td>$12,731</td>
</tr>
<tr>
<td>Managers</td>
<td>100</td>
<td>$200</td>
<td>$188</td>
<td>$18,588</td>
</tr>
<tr>
<td>Senior Auditors</td>
<td>240</td>
<td>$125</td>
<td>$100</td>
<td>$25,482</td>
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<tr>
<td>Staff Auditors</td>
<td>430</td>
<td>$100</td>
<td>$80</td>
<td>$34,214</td>
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<tr>
<td>Clerical</td>
<td>10</td>
<td>$75</td>
<td>$53</td>
<td>$530</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>840</td>
<td></td>
<td></td>
<td><strong>91,503</strong></td>
</tr>
</tbody>
</table>

**Out-of-Pocket Expenses:**

- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

**Preparation of CAFR and Component Units Financial Statements**: $1,591

**Preparation of Financial Transactions Reports for the City and Special Districts**: $6,100

**Preparation of Non-Profit Tax Return - Community Economic Development Corporation**: $1,591

**Less Professional Discount**

**Total All-Inclusive Price (Fiscal Year 2020/2021)**: $100,785
Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm’s policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb all expenses required to familiarize ourselves with the operations and accounting systems, as well as, travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City. The Firm will also absorb these costs.

Rates for Additional Professional Services

Any additional work agreed to between the City and the Firm will be performed at the same rate set for in the schedule of fees and expenses included in this cost proposal, presented as Appendix A schedules.

Standard Hourly Rates

Below are the Firm’s standard hourly billing rates, delineated by staffing levels:

<table>
<thead>
<tr>
<th>Auditor’s Standard Hourly Billing Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Senior Partner(s)</td>
</tr>
<tr>
<td>Partner(s)</td>
</tr>
<tr>
<td>Senior Manager(s)</td>
</tr>
<tr>
<td>Manager(s)</td>
</tr>
<tr>
<td>Supervisor(s)</td>
</tr>
<tr>
<td>Senior Accountant(s)</td>
</tr>
<tr>
<td>Staff Accountant(s)</td>
</tr>
<tr>
<td>Clerical</td>
</tr>
</tbody>
</table>

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the, at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

<table>
<thead>
<tr>
<th>Work Performed</th>
<th>% of Proposal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Planning</td>
<td>10%</td>
</tr>
<tr>
<td>For Interim work</td>
<td>40%</td>
</tr>
<tr>
<td>For Year-End work</td>
<td>40%</td>
</tr>
<tr>
<td>At Presentation and Acceptance of Final Reports</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
The PUN Group – Technical Proposal
TECHNICAL PROPOSAL

CITY OF PERRIS
PERRIS, CALIFORNIA

Proposal to Perform Audit Services

For Fiscal Years Ending June 30, 2019 through June 30, 2021

APRIL 19, 2019

Kenneth H. Pun, CPA, CGMA
Managing Partner
200 East Sandpointe Avenue, Suite 600, Santa Ana California 92707
Phone: (949) 777-8801 | Fax: (949) 777-8850 | Email: ken.pun@pungroup.com

California CPA License Number: PAR 7601
Federal Identification Number: 46-4016990
# CITY OF PERRIS

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"Combining decades of experience, integrity, technical expertise, a commitment to hard work, and continual learning and understanding, associates at The Pun Group are leaders in their field. We work with your team to lay out clear methodology and concrete objectives, then work with you and guide you through every engagement, keeping the goals squarely in front."
April 19, 2019

City of Perris
Mr. Ron Carr, Interim Director of Finance
101 North "D" Street
Perris, CA 92570

Dear Mr. Carr:

Please allow us to introduce our Firm and share our qualifications and proposed audit plan for the City of Perris (the "City") pursuant to your Request for Proposal for Audit Services for Fiscal Years Ending June 30, 2019 through June 30, 2021. The Pan Group, LLP (the "Firm"), has the knowledge and experience necessary to become the City's next public accounting firm, and the work plan to ensure a smooth audit process.

This letter is an acknowledgment of the Firm's understanding of the work to be performed. We hereby offer our commitment to deliver all of the required work, complete the audit, and issue the necessary auditor's reports within the time periods outlined by the City. We are secure in affirming our commitment because we have a long legacy and prodigious experience serving governmental entities, and an efficient, cost-effective approach to auditing that focuses on high-risk areas.

The Pan Group is the right choice for the City because:

**Strong Presence in California.** The Pan Group is reputable for its government and nonprofit practice in California. Currently, we are the principal auditors for cities such as Bell, Cerritos, Culver City, Gardena, Hermosa Beach, Huntington Park, Industry, Lakewood, Stockton, San Bernardino, and several others. Accordingly, we have a deep understanding of the current demographic and the economic environment, and the local laws and regulations.

**Recognized Leader in the Governmental Industry.** The Pan Group is a proven leader in professional services to the government sector. Currently, The Pan Group is the firm of choice for 40 cities, 45 special districts, 5 transportation agencies, and 10 medical centers throughout California. Since 2012, both bankrupted cities, Stockton and San Bernardino, selected The Pan Group as their primary auditor because we had the capacity, knowledge, and experience to assist them in auditing their complicated transactions. As a result, our engagement team was able to catch up and complete their long overdue audits within a short timeframe. We would credit part of our success to our professional's participation with various professional organizations, bringing to our clients unparalleled knowledge of regulatory agencies and standard setters such as AICPA, FASB, GASB, GAO, ASCPA, CalCPA, GFOA, League of California Cities, among many others. Such experience is critical to address emerging accounting and auditing issues within the government environment.

**Experience with Audit of Pension Plans.** Our GASB Implementation and Pension Specialist, Mr. Gary Caporicci, has provided audit services of pension plans for the City of Oakland (CA), City and County of San Francisco (CA), City of San Diego (CA), City of Houston (TX), and others. Mr. Kenneth H. Pun, the Managing Partner is responsible for the audit of the San Diego Metropolitan Transit System’s San Diego Transit Corporation Employee's Retirement Plan.

**Our Commitment to Quality.** The Firm is committed to providing piece of mind to our clients by providing the highest quality of professional services. The Firm is a member of the AICPA Governmental Audit Quality Center and has demonstrated our commitment to audit quality, including those performed under Government Auditing Standards and the Uniform Guidance. In addition, we are a recipient of the Single Audit Resource Center’s Award for Excellence for 2017. This award is based on the positive feedback results from our clients in an independent survey, demonstrating our Firm's highest commitment to quality and client satisfaction. To further enhance our performance and quality, the Firm continually invests substantial resources in human capital and technology, incorporating the use of Artificial Intelligence technology into our audit process.

200 E. Sandpointe Avenue, Suite 600, Santa Ana, California 92707
Tel: 949-777-8800 • Fax: 949-777-8850 • www.pungroup.com
CITY OF PERRIS

Letter of Transmittal

We understand that changing audit firms after a long-term relationship is not without its challenges. We value those relationships as well and therefore understand that it’s important to have frequent communication and get up to speed quickly and efficiently. Our goal is to complete the audit in a way where we minimize disruptions to the City’s daily operations. To accomplish this, we will:

- Develop a solid familiarity with the City’s activities and processes.
- Create a detailed audit plan during the initial stages of the audit.
- Maintain on-going open lines of communication between the Engagement Team and the City’s Management.
- Assign duties to staff members that are qualified and experienced.

This method ensures that the audit process will be performed steadily, progress communicated clearly, and work completed efficiently.

The Firm and all key engagement team professionals are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO’s Government Auditing Standards to perform the proposed audits.

This proposal is a firm and irrevocable offer for five (5) years, per City’s request on its RFP, Section VI, item 2.

We hereby acknowledge the receipt of the Q&A dated April 4th, 2019.

I will serve as your primary contact for contract negotiations and stand steadfast to serve as your engagement partner. I am the managing partner and have been authorized to legally bind the Firm. Should you have any questions or wish to discuss this proposal, please do not hesitate to contact me at (949) 777-8801 or by email at ken.pun@pungroup.com.

Thank you, and we look forward to the opportunity of gaining your trust and business.

Kenneth H. Pun, CPA, CGMA
Managing Partner
The Pun Group, LLP
EXECUTIVE SUMMARY

"With more than 100 years of combined experience in the government and public agency space, we have become a trusted partner for jurisdictions throughout the western United States. The Pun Group provides strategic audit, accounting and consulting solutions that facilitate more informed decision-making by elected officials and staff."
Independence

The Pun Group, LLP (the "Firm") requires all employees to adhere to strict independence standards in relation to the Firm’s clients. These independence standards exceed, in many instances, the standards promulgated by the American Institute of Certified Public Accountants (AICPA).

The Pun Group, LLP certifies that it is independent of the City of Perris (the "City") and its component units. The Firm meets independence requirements defined by the United States Government Accountability Office’s (U.S. GAO’s) Government Auditing Standards, and the American Institute of Certified Public Accountants (AICPA).

The Firm has no professional relationships involving the City of Perris or any of its agencies for the past five (5) years.

The Firm has no business interests which will conflict in any way with maintaining independence in regards to the City of Perris.

The Firm will give the City of Perris written notice of any professional relationships entered into during the period of the agreement.

License to Practice in California

The Firm and all key professional staff are licensed by the State of California to practice as Certified Public Accountants, and meet the Continuing Professional Education requirements under U.S. GAO’s Government Auditing Standards to perform the proposed audits.
Firm Qualifications and Experience

The Pun Group, LLP, Certified Public Accountants and Business Advisors, founded in 2012, is a limited liability partnership. We are a full-service accounting firm comprised of forty (40) professionals providing auditing, accounting, and advisory services to our clients. Our Governmental Division comprises of thirty-five (35) full-time individuals. The Firm has no part-time employees.

The Firm’s headquarters is located in Orange County, California with four branches in San Diego (California), Walnut Creek (California), Las Vegas (Nevada), and Phoenix (Arizona).

The combination of our hands-on experience and practical knowledge exercised by our audit professionals makes the Firm unique in our field. Our technical expertise and thorough understanding of current regulations and issues—along with the Firm’s commitment to hard work, integrity, and teamwork on every engagement—enable us to help our clients succeed.

Our Partners’ Group—which includes Kenneth H. Pun, Frances J. Kuo, John F. Georger, Jr., Gary M. Caporicci, Vanessa I. Burke, Coley Delaney, and Heidy K. Chow—provide auditing, accounting, and advisory services to numerous governmental entities throughout the United States. With more than one hundred (100) years of combined experience in the industry, we have become a trusted business partner, and are well-respected as leaders in the industry in one of the fastest growing firms. With nearly 100 government and not-for-profit audit clients and Partners who have a real passion for the industry, we believe we are unmatched regarding expertise.

All of our partners actively participate in industry associations focused on state and local governments. By participating in industry associations and activities, we are always up to date on the latest industry changes and the impact they will have on your operations. We will keep you, and our colleagues in the Firm, fully informed of these developments. Our team is committed to bringing the full breadth and depth of our expertise to the audit of the City offering outstanding value to you and your stakeholders. Our Managing Partner has published several thought leadership articles in the California State Municipal Finance Office magazine on auditing and other relevant topics.

Our Santa Ana office, located at 200 E. Sandpointe Ave, Suite 600, Santa Ana, CA 92707 will perform the requested services for the City. However, we may assign additional staff from our other offices to the engagement, at no additional cost to the City.

While many accounting Firms can perform an audit, not all can build an excellent working relationship with their clients. The Pun Group, LLP prides itself on developing lasting, personal relationships with our clients. Our hands-on partner involvement and low personnel turnover are crucial tools to our success and highly beneficial to the City.

Affiliation with Allinial Global (Global Capabilities)

The Pun Group, LLP is an independent member of Allinial Global, an association of over 100 independent accounting and consulting firms. Based in North America, Allinial Global offers international support by connecting its member firms to providers and global networks of accounting firms worldwide.

Memberships

The Pun Group, LLP is a member of the following professional organizations:

- America Institute of Certified Public Accountants (AICPA)
- AICPA Government Audit Quality Center (GAQC)
- AICPA Employee Benefit Plan Audit Quality Center (EBPAQC)
- AICPA Private Companies Practice Section (PCPS)
- California Society of Certified Public Accountants (CalCPA)
CITY OF PERRIS
Executive Summary

Our Services

Our partners and seasoned professionals are always available, guiding clients through their periods of rapid growth as well as the difficult times. And we’re able to do that by offering a portfolio of accounting services that is as diverse as the jurisdictions and agencies themselves. The Pun Group, LLP has successfully provided professional auditing, accounting, financial reporting and management advisory/consulting services to a broad spectrum of governmental entities.

- Financial statement audits
- Compliance audits
- Performance audits
- Internal audits
- Service organization controls audits

- Operational reviews/risk advisory services
- Forensic investigation
- Financial condition analysis
- Organizational structure review
- Cash flow analysis
- Debt restructuring consultation
- Litigation support and expert witness services

- Assistance with the preparation and review of the Comprehensive Annual Financial Report (CAFR)
- Government property lease excise tax compliance review
- Subrecipient monitoring
- Implementation of new GASB pronouncements
- Audit readiness services
- Contract Finance Director / Accountant services

New Service – Introducing Cannabis Compliance Services

In November 2016, California passed Proposition 64, the California Marijuana Legalization Initiative, also known as Adult Use of Marijuana Act. Proposition 64 legalized the recreational use of marijuana for adults aged 21 years or older, permitting use in a private home or at a business licensed for on-site marijuana consumption. It opens the door to commercial sales of marijuana. Many cities are now authorizing commercial cannabis to operate within their local jurisdiction. Compliance issues are common in California’s newly regulated cannabis industry, which is no surprise given the complexity of the state’s regulatory landscape.

The Pun Group, LLP has developed a platform to guide government agencies and commercial enterprises through the new and challenging steps in this emerging market. We have partnered with Simplifya, who has developed a cloud-based government agency / licensee compliance solution. Simplifya, headquartered in Denver, Colorado and at the forefront since legalization in Colorado, has been an industry leader in commercial cannabis compliance since 2016. This new software allows government agencies to monitor its licensees at every stage of the approval process. From initial licensing to renewal and continuing disclosure requirements. Your communities demand that these new cannabis businesses are operating based on the ordinances that you have passed. We can help ensure businesses are working in compliance and when they are not, you’re notified.

The Pun Group, LLP has proven itself as a leader in the assurance and advisory field in the government arena. With the addition of Simplifya to our service offering, we have strengthened our position as a leading firm to help with your agencies’ compliance needs and in unconventional areas, as they emerge.
**Executive Summary**

**Staff Consistency**

The Firm is committed to maintaining staff continuity throughout audit engagements. While we cannot guarantee that our staff members will stay with the Firm, we encourage loyalty by paying competitive wages, offering opportunities for promotion, using state-of-the-art equipment, and providing excellent working conditions. We also offer benefits including retirement plans, medical plans, profit-sharing programs, and continuing education. The Firm is an equal-opportunity employer and complies with all federal and state hiring requirements. The Firm also supports affirmative-action philosophies and works hard to provide opportunities for self-enhancement to members of disadvantaged groups.

We guarantee that the partners assigned to this audit will be involved throughout the entire engagement term, and that assigned staff members will return to the City in future years if they are still with the firm. One of our primary audit concerns is staff continuity, and our hands-on partner involvement ensures that qualified and experienced professionals will perform audits efficiently and effectively every year of the engagement.

**Local Office's Information Technology (IT) Audit Capabilities**

The Pun Group, LLP continues our efforts in investing in our IT system to further enhance our security and promote audit efficiency.

**Top security for your data is the key to our success.** When we have your data virtualized, our Firm take all the preventive steps to avoid putting your information at risk. Our In-House IT administrator maintains our server to ensure our IT environment is being constantly updated with the latest security fixes. Through VPN and Microsoft Remote Desktop, our In-House network administrator can lockdown files and system access from a single point, limiting the ability for remote sites to take data from our server.

**Access to systems from anywhere and anytime.** With more mobility being the norm rather than the exception our engagement team needs robust access to the engagement files when they are working in your office. Accounting and Auditing Software applications are installed in our "Private" server and can be securely accessed through VPN and Microsoft Remote Desktop. The Firm uses CCH ProSystem fx® Engagement for audit documentation, which allows real-time synchronization of the work papers and instant collaboration quality control review.

**Secure Data File Transfer System.** In order to improve audit efficiency, workflow management software plays an essential role between your organization and our engagement team. We employ a secure data file transfer system called Suralink. Suralink's dynamic request list is integrated with our secure file hosting system for seamless document-request coordination. It means all our requests are in one place, updated in real-time, and accessible by everyone working on the engagement. You, as a client, no longer have to manually maintain a spreadsheet amongst several people only to repeat the process in a day or two. Not only makes the operation more cost-efficient, it enables you and your team to spend your time getting the job done, not reconciling a messy list of outstanding items. The Suralink dashboard, as shown below, allows you to visualize the process of the document-request fulfilment.
External Peer Review

The Firm participates in the AICPA Peer Review Program, which is designed to identify weaknesses in accounting-service policies, practices, and procedures.

In 2015, an independent reviewer assessed the Firm's quality-control policies, reviewed administrative records, interviewed professional personnel, and inspected the Firm's working papers and reports from a representative sample of accounting and auditing engagements, including governmental audits. The reviewer concluded that the Firm fully complies with the AICPA's stringent standards for quality control.

A quality-control reviewer considers, among other things, a firm's policies regarding hiring, training, supervision, delegation of responsibilities, and access to technical resources.

The reviewer determined that the Firm's accounting and auditing work and internal quality-control system meet the AICPA's guidelines for professional standards.

The Firm's participation in the Peer Review Program demonstrates our commitment to quality. We also affirm our dedication to excellent client service through our voluntary memberships in the AICPA—including the AICPA's Governmental Audit Quality Center—and CalCPA.
February 4, 2016

Kenneth Hing-Kwong Pun
The Pun Group LLP
200 E Sandpointe Ave
Suite 600
Santa Ana, CA 92707

Dear Mr. Pun:

It is my pleasure to notify you that on January 27, 2016 the California Peer Review Committee accepted the report on the most recent system peer review of your firm. The due date for your next review is June 30, 2018. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Sincerely,

Linda McRae, CPA
Director, Peer Review Program

cc: John Lettas

Firm Number: 8192426
Review Number 372240

Federal or State Desk Review

No federal or state desk reviews or field reviews have been undertaken of any audits performed by the Firm or any of its partners, managers, or professionals during the past three (3) years.

Disciplinary Action

No disciplinary action has been taken by state regulatory bodies or professional organizations against the Firm or any of its partners, managers, or professionals during the past three (3) years.

The Firm has no conditions such as bankruptcy, pending litigations, planned office closures, mergers or any organizational conflict of interest that may affect the ability of the Firm to perform the required duties requested by the City of Perris.
"Our team of partners and professional personnel provide stability for our clients. Working with the same team year after year provides significant strategic benefit, and allows for the growth of our relationship. All of our partners draw on years of experience, and practice our corporate philosophy in all interactions."
Partner, Supervisory and Staff Qualifications and Experience

The Engagement Team is carefully chosen to provide the City with all the services needed to successfully complete the audit. The Engagement and Concurring Partners are personally involved in the audit, and the Engagement Team has significant experience in governmental auditing. Our broad experience and technical capabilities allow us to provide technical support, interpret findings, and offer effective solutions to any issues that may arise.

The personnel assigned to this engagement are fully qualified to perform an effective audit of the City, and their extensive experience will be critical to the audit process. Our professionals are familiar with the complexities of governmental accounting, auditing, and financial reporting, including but not limited to, all GASB pronouncements, the Single Audit Act, Uniform Guidance (formerly known as OMB Circular A-133), and fund operations. They have held positions as professional certified public accountants but have also held significant roles within and outside of government agencies bringing to an agency the size of the City of Perris the thought leadership, quality and level of experience you require.
CITY OF PERRIS

Our Professionals

Kenneth H. Pun, CPA, CGMA | Engagement Partner
With over eighteen years of public accounting experience in the State and Local Government sector, Mr. Pun is the Managing Partner and an Assurance Partner at the Firm. Mr. Pun specializes in audits and management consulting for governmental organizations and has served as the Contract Deputy Finance Director for the City of San Marino in 2017. Mr. Pun also serves as the Chair of the California Society of CPAs Governmental Auditing Accounting Committee. Mr. Pun will actively act as the Engagement Partner with the assigned task of directly overseeing the Engagement Team, engagement planning and fieldwork, review for quality, and approve work papers and reports. Mr. Pun will be responsible for the timely delivery of all services for the City of Perris.

Frances J. Kuo, CGMA | Concurring Partner
Frances Kuo is an Assurance Services Partner who has extensive experience in providing audit and advisory services to not-for-profit organizations, federal, state and local government agencies including public pension plans, state departments, cities, community colleges, special districts, and joint powers authorities. Ms. Kuo brings a wealth of experience from her background in audits and advisory services in areas such as internal controls, policy development, and accounting system implementation. Frances will act as the Concurring Partner and provide second partner review of significant high risk areas, audit reports, and in resolution of significant accounting, auditing, and reporting matters.

John ("Jack") F. Georger, Jr., CPA, CIA, CGMA | Engagement Quality Control Reviewer
Throughout his forty years of experience, Mr. Georger has spent many years in Big 4 and national firms and worked diligently alongside numerous governmental municipalities, including cities, counties, and transportation agencies, as well as not-for-profit entities, providing clients with financial and compliance auditing as well as consultation services. Mr. Georger annually instructs over 300 hours in accounting and auditing subjects and has authored training material in governmental accounting and auditing for the AICPA. Mr. Georger is also the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB) and Governmental GAAP Guide (GASB), the gold-standard for audit firms throughout the United States. As the Chief Quality Officer in our Firm, he advises clients with their complex accounting questions, and supports the engagement team with audit issues. Mr. Georger is responsible for the review of all reports issued by the Firm to ensure the utmost quality and compliance with professional standards. Mr. Georger is responsible for the final quality-control review within the engagement.

Gary M. Caporalli, CPA, CGFM, CFF | GASB Implementation Specialist
Gary Caporalli is an appointed member of the State Controller’s Retirement Advisory Committee. Mr. Caporalli is a leading expert and has authored and taught the courses for the CalCPA and AICPA on GASB 68, Accounting and Financial Reporting for Pensions and on GASB 75, Accounting and Financial Reporting for Postemployment Benefits Other than Pensions. Mr. Caporalli will utilize his expertise in providing advice and consultation during the implementation of the new GASB standards. As an assurance partner with over forty years of experience, Mr. Caporalli has provided financial and compliance audit and consultation services to governmental clients including cities, counties, transportation agencies, and school districts, as well as various not-for-profit entities. Mr. Caporalli will be responsible in providing advice and consultation for the implementation of new accounting standards.

Sophia Kuo, CPA, MBA | Engagement Manager
Sophia is an Assurance Services Manager in the Firm whose extensive auditing experience includes cities, counties, special districts, and not-for-profit entities. Ms. Kuo will work closely with the Assurance partners directing the audit team in its daily activities and tasks.

Andrew Roth, CPA | Compliance Manager
Andrew Roth holds his Advanced Certification in Single Audits through the AICPA. Mr. Roth will serve as the Compliance Manager, directing the audit team in all compliance-related matters including the Uniform Guidance and Single Audit, and reports issued under specific laws and regulations.
CITY OF PERRIS

Our Professionals

Paul AbdelSayed, CMA | Senior Auditor
Paul will work with the audit staff and the City of Perris personnel to create a seamless transition during the auditing process, and will secure the effective implementation of the audit approach.

Professional Staff
All governmental-audit members are qualified to perform financial and compliance audits of governmental agencies. This ensures that the staff quality will be consistent throughout the engagement term. Because we support both staff development and engagement continuity, we encourage senior and staff accountants to take increased responsibilities on their previous engagements as they advance professionally.

We commit to you if the City wishes to extend the annual contract beyond the proposed years, the Firm will accommodate requests by the City to rotate partners, managers and or supervisors assigned to the City’s audit with personnel with similar or higher qualifications and experience.

If the Firm changes key personnel, we will provide the City with a written notification. Engagement personnel will only be changed with the express prior written permission from the City. Audit personnel may be replaced only by those with similar or better qualifications and experience.

Engagement Team Resumes

The City of Perris deserves experienced professionals who work as a team. The Pun Group, LLP will provide qualified professionals to perform the audit. Resumes for key Engagement Team members follow.
EXPERIENCE

Kenneth H. Pun is the Managing Partner and an Assurance Partner at The Pun Group, LLP, which he founded in 2012 after serving in senior-level positions for well-established national and regional firms. Under his leadership, The Pun Group has become one of the fastest growing in the region, currently ranking among the top 40, according to the Orange County Business Journal.

Prior to founding The Pun Group, Ken has served clients in a variety of industries, including small to large state and local governmental agencies, insurance companies, not-for-profits, healthcare, technology and manufacturing and distribution clients. His career in public accounting was spent primarily with the Regional firms and National firms.

Leveraging more than 18 years of public accounting experience, Ken has earned a reputation of being a trusted advisor to governmental and Healthcare organizations throughout California and neighboring states. Municipalities and public agencies engage him because of his premier level of client service, commitment, and innovative methods of increasing operational efficiencies and reducing costs.

Ken maintains his deep commitment to professional education through his work as an instructor for CalCPA’s Education Foundation. There, he teaches courses related to audits and quality control in local and state government. He also advises clients on those topics at influential industry forums. Internally, Ken mentors audit teams by providing direction and technical guidance to ensure adherence to the firm’s quality controls.

EDUCATION

BS Degree in Business Administration, Emphasis in Accounting from the University of California, Riverside

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Chair, CalCPA Governmental Accounting and Auditing Committee
- Member, CalCPA Governmental Accounting and Auditing Conference Planning Committee
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Speaker, CSMFO Conference (2014)
- Instructor, CalCPA Fall Series (2014) – Long Beach and Orange County Chapter

RELEVANT EXPERIENCE

- City of Cerritos
- City of Gardena
- City of Huntington Park
- City of Lakewood
- City of San Bernardino
- City of Culver City
- City of Hermosa Beach
- City of Industry
- City of National City
- City of Stockton

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.
CITY OF PERRIS

OTHER RELEVANT EXPERIENCE

City of Desert Hot Springs | During the year ended June 30, 2013, the City entered into a very complicated financial arrangement, New Market Tax Credit financing, for the construction of the Desert Hot Springs Health and Wellness Center. Our firm has guided the City in addressing complex accounting issues and helped to draft the stand-alone financial statements to fulfill the additional reporting requirements under the New Market Tax Credit financing.

City of Stockton | The City of Stockton filed a petition for Chapter 9 bankruptcy protection with the United States Bankruptcy Court on June 28, 2012, the largest municipal bankruptcy at the time. The Firm was engaged as audit liaison and advisor in 2012 for the City’s 2011 audit. The Firm also hired the Firm to help to draft the Comprehensive Annual Financial Report following U.S. GAAP and in compliance with GFOA guidelines for the certificate of achievement for excellence in financial reporting program.

With the superb services provided, the City of Stockton also engaged the Firm to provide audit service for the years ending June 30, 2012, through 2015 due to the early termination of the contract from its predecessor firm. Mr. Kenneth H. Pun has been assigned as the engagement partner who facilitated the audit process since then. The engagement team completed the audit and issued the audit reports for the years ended June 30, 2012, and 2013 within the one-year timeframe.

San Diego Metropolitan Transit System (“MTS”) | On January 1, 2003, California Senate Bill 1703 (SB 1703) became effective. SB 1703 required the consolidation of the planning and programming functions of MTS and the North County Transit District (NCTD) into the San Diego Association of Governments (SANDAG) in an initial transfer to take place before July 1, 2003. SB 1703 also required the consolidation of specific project development and construction functions of MTS and NCTD into SANDAG in a subsequent transfer to take place before January 30, 2004. The initial transfer occurred on July 1, 2003, and the subsequent transfer occurred on October 13, 2003. With these actions, employees were transferred from MTS and NCTD to SANDAG, as well as specific planning, development, and construction functions.

After the enactment of SB 1703, Mr. Kenneth H. Pun was able to convert the MTS financial model from the general-purpose government to stand-alone business-type activities government under GASB Statement No. 34 in 2007. By doing so, MTS has significantly improved their financial reporting.
CITY OF PERRIS

Our Professionals

Frances J. Kuo, CPA*, CGMA
Concurring Partner

EXPERIENCE

Frances Kuo is a Partner in The Pun Group, LLP’s Assurance division. Frances has over fifteen (15) years of accounting and auditing experience working with governmental agencies, not-for-profit entities, and employee benefit plans. Frances also has particular expertise in conducting financial audits under GAO Yellow Book standards and compliance audits in accordance with Uniform Guidance formerly known as OMB Circular A-133 standards.

Frances has performed audits and other attestation services for several municipalities throughout California including cities, counties, successor agencies to former redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts. She has assisted these clients with publishing their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

Frances is the in-house instructor who provides training, both theoretical and on-the-job training, to lower level staff. She has developed training materials on the risk based audit approach, GASB Statement No. 34 reporting, Single Audits, and employee benefit plan audits.

EDUCATION

- BS Degree in Business Administration, Emphasis in Accounting, from the University of California, Riverside
- BA Degree in Economics from the University of California, Riverside

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, California Society of Municipal Finance Officers (CSMFO)

RELEVANT EXPERIENCE

- City of Cerritos
- City of Desert Hot Springs
- City of Huntington Park
- City of Gardena
- City of Laguna Niguel
- City of Coachella
- City of Monterey
- City of Industry
- City of Glendora
- City of Lakewood

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates
- Preparation of Form 990

Has met the current CPE educational requirements to perform audits of governmental agencies.
EXPERIENCE

Jack George is the Chief Qualify Officer within The Pun Group, LLP's Assurance division. By leveraging more than forty (40) years of public accounting and auditing experience in the government, agribusiness, financial services, manufacturing and non-profit sectors, Mr. George brings an in-depth knowledge and practical expertise to each client engagement.

Jack coordinates, plans, and manages financial audit activities, consulting activities, federal and state compliance audit activities, performance audits and numerous quality control and internal control reviews for a broad mix of governmental agencies and programs throughout the United States.

Mr. George leads our Peer Review department providing peer review services to other firms under the practice monitoring program of the AICPA.

Mr. George is a continuing professional education course instructor for the AICPA. Annually, he instructs over 300 hours in accounting and auditing subjects. He has authored training material in governmental accounting and auditing for the AICPA and is the technical reviewer of the CCH Knowledge-Based Audits™ of State and Local Governments with Single Audits, GAAP Guide (FASB) and Governmental GAAP Guide (GASB).

Mr. George is licensed to practice as a certified public accountant in the states of California, New York, Virginia, Maryland, District of Columbia, Missouri (inactive), Connecticut (inactive), and Wyoming (inactive), and is a Certified Internal Auditor (CIA).

EDUCATION

Bachelor of Science, George Mason University Fairfax, Virginia

LEADERSHIP & AFFILIATIONS

- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Institute of Internal Auditors
- Member, California Society of Certified Public Accountants (CalCPA)
- Member, New York Society of Certified Public Accountants (NYSSCPA)
- Chairman, NYSSCPA Government Accounting and Auditing Committee
- Member, NYSSCPA Auditing Standards Committee
- Member, NYSSCPA Sustainability Committee
- Member, NYSSCPA Not-for-Profit Committee
- Nevada Society of Certified Public Accountants (NSCPA)
- Member, Government Finance Officers Association (GFOA) – CAFR Reviewer
- Member, Institute of Internal Auditors

CONTINUING PROFESSIONAL EDUCATION

Instructor of over 300 hours of municipal accounting courses offered by the AICPA. Has met the current CPE educational requirements to perform audits of governmental agencies.
CITY OF PERRIS
Our Professionals

Gary M. Caporicci, CPA*, CGFM, CFF
GASB Implementation Specialist

EXPERIENCE
Gary M. Caporicci has more than forty years of diversified business experience, including a specialization in audit and management consulting for government organizations. Gary’s clients include public and private universities and colleges, city and county governments, state agencies, joint power authorities, healthcare agencies, transportation agencies, and special districts. Known for his expertise in the areas of construction and government, Gary wrote the AICPA audit guides on these topics, and he has authored many audit and accounting courses for professional groups, as well as academic institutions. He frequently speaks and lectures at many professional organizations, governmental seminars and conferences held by industry associations, other accounting firms, and universities. In addition, he authors white papers for the California Committee on Municipal Accounting.

Prior to working with the Firm, Gary founded his own accounting practice. He also spent eleven years with a “Big Eight” professional services firm, where he was an Audit Manager and gained broad experience in a wide range of industries such as government, construction, manufacturing, mutual funds, and insurance. Prior to that, Gary held a consultant position with a “Big Four” practice and was Vice President of a national insurance and financial services company.

In 2015 Gary Caporicci was appointed to the State Retirement Advisory Committee by the State Controller.

EDUCATION
BS Degree in Accounting and Finance from the Armstrong University

LEADERSHIP & AFFILIATIONS
- Member and Instructor, American Institute of Certified Public Accountants (AICPA)
- Member, Author and Instructor, California Society of Certified Public Accountants (CalCPA)
- Past Chair, CalCPA Governmental Accounting and Auditing Committee
- Chair and Speaker, CalCPA Governmental Accounting and Auditing State Conferences
- Member, CalCPA Council
- Chair, California Committee on Municipal Accounting (CCMA)
- Member, Government Finance Officers Association (GFOA)
- Member, California Society of Municipal Finance Officers (CSMFO)
- Member, Governmental Accounting Standards Board (GASB)
- Member, Deposit and Investment Risks Disclosure Task Force (GASB No. 40)
- National Reviewer and Speaker, Government Finance Officers Association
- Adjunct Professor, National University
- Past Member, Texas Governmental Accounting and Auditing Committee
- GFOA Certificate for Excellence in Financial Reporting – Reviewer

CONTINUING PROFESSIONAL EDUCATION
Author and instructor of various municipal accounting courses offered by the AICPA, CalCPA, Education Foundation and local universities including:
- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.

*Licensed by the State of California
Sophia Kuo, CPA*, MBA
Engagement Manager

EXPERIENCE

Sophia Kuo is a Manager within The Pun Group, LLP’s Assurance division. In her six years of accounting and auditing experience, Sophia has worked with governmental agencies, not-for-profit entities and private for-profit entities. She possesses governmental experience that ranges from GASB audit/reporting, Internal Controls/COSO Framework, Single Audit, Corporate Financial Reporting, Data Analysis and Taxation. Ms. Kuo has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and she has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

EDUCATION

- MAcc from Idaho State University
- MBA from Idaho State University
- BA Degree in International Trade and Finance, Emphasis in Finance from Fu Jen Catholic University

LEADERSHIP & AFFILIATIONS

- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE

- City of Gardenia
- City of Huntington Park
- City of Lakewood
- City of Pomona
- City of Culver City
- City of Laguna Niguel
- City of Monterey
- City of Desert Hot Springs

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.
Andrew Roth, CPA*
Compliance Manager

EXPERIENCE
Andrew Roth is a Senior Manager within The Pun Group, LLP. He has more than eight years of governmental experience that ranges from GASB audit/reporting, Internal Controls/COSO Framework, Single Audit, Corporate Financial Reporting, Data Analysis and Taxation.

In various engagements, Mr. Roth has been involved in providing significant services to various governmental entities and actively contributed and participated in the planning process, implementation of the audit work plan, supervision of staff, compliance testing for the Single Audit Concept and preparation of the Comprehensive Annual Financial Reports.

EDUCATION
BA Degree in Accounting from the San Diego State University, California.

ADDRESS
4365 Executive Drive, Suite 710
San Diego, CA 92121

PHONE
858-242-5102

EMAIL
andrew.roth@pungroup.com

WEBSITE
www.pungroup.com

LEADERSHIP & AFFILIATIONS
- Member, American Institute of Certified Public Accountants (AICPA)
- Member, California Society of Certified Public Accountants (CalCPA)

RELEVANT EXPERIENCE
- City of Stockton
- City of San Bernardino
- City of Placerville
- Town of Danville
- City of Lodi
- City of Clovis
- City of National City
- City of Shafter
- City of Beaumont
- City of Redding

CONTINUING PROFESSIONAL EDUCATION
Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:
- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.
CITY OF PERRIS

Our Professionals

Paul AbdelSayed, CMA
Senior Auditor

EXPERIENCE

Paul AbdelSayed is a Senior Auditor within The Pun Group, LLP's Assurance division. In his seven years of accounting and auditing experience, Paul has worked with governmental agencies, not-for-profit entities and private for-profit entities.

Mr. AbdelSayed has performed audits and other attestation services for several governmental agencies throughout California including cities, counties, redevelopment agencies, public financing authorities, housing authorities, transportation agencies, and special districts, and he has helped them publish their Comprehensive Annual Financial Reports in compliance with GASB Statement No. 34.

EDUCATION

- BA Degree in Business Administration, Emphasis Accounting from California State University, Fullerton

LEADERSHIP & AFFILIATIONS

- Member, California Society of Certified Public Accountants (CalCPA)
- Member, Institute of Management Accountants (IMA)

RELEVANT EXPERIENCE

- City of Cerritos
- City of Hemet
- City of Industry
- City of Seal Beach
- City of Glendora
- City of Desert Hot Springs
- City of Hermosa Beach
- City of Morro Bay
- City of Culver City
- City of Lynwood

CONTINUING PROFESSIONAL EDUCATION

Various municipal accounting courses offered by the AICPA, CalCPA Education Foundation and local universities including:

- Governmental and Nonprofit Annual Update
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly OMB Circular A-133)
- Financial Accounting Standards Board Annual Updates
- Statement on Standards for Accounting and Review Services Updates

Has met the current CPE educational requirements to perform audits of governmental agencies.
Quality-Control System

Our Firm meticulously monitors the quality and contents of our reports. The Pun Group LLP is 100% committed to providing only the highest grade of work possible for our clients and for those who rely on our audits. The Firm strives to exceed professional industry standards because of the continuing respect for our clients and our emphasis on creating long-lasting relationships. The Pun Group LLP works exclusively with those who share the same moral integrity and values.

Our quality-control system has been crafted with excellence in mind. It not only meets AICPA standards but also matches our own elevated standards, which includes the following professional-development activities.

Professional Development

Each Engagement Team member is up-to-date with continuing professional education requirements. The Firm encourages staff members to participate in the continuing education programs offered by the AICPA and the CalCPA Education Foundation to always keep our staff well versed in the changing field and any new regulations. These classes include, among others:

- Basic Concepts of Governmental Accounting, Financial Reporting, and Auditing
- Government Auditing Standards
- GASB Basic Financial Statements for State and Local Governments
- Single Audits: Uniform Guidance (formerly known as OMB Circular A-133)
- Governmental and Nonprofit Annual Update
- Governmental Accounting and Auditing: The Annual Update
- Auditing Standards: A Comprehensive Review

Also, the Firm provides comprehensive in-house training for all levels of staff. The program includes seminars developed by the Firm, educational programs established by the AICPA and CalCPA, and on-the-job training.

Every year, all professional and administrative staff members receive an annual overview and review of topics such as these:

- Principles of accounting and financial reporting for state and local governments
- Governmental fund types
- Newly issued U.S. generally accepted auditing standards and government auditing standards
- Internal control evaluation approaches, including the COSO Internal Control Framework
- Updates on recent governmental accounting and reporting guidelines and pronouncements
- Single Audit requirements and approaches
- Risk-based audit approaches
- Working paper techniques
- Current issues facing the governmental community

These ongoing continuing education activities and training programs ensure that the Engagement Team is always receiving the most current and pertinent information; we believe that an educated staff is a necessity when providing the most efficient and effective audit of the City of Perris.
“Our audits provide an objective view of each organization’s financial situation. Our professionals will provide evidence-based advice for improved operating efficiency and strengthen internal control.”
Similar Engagements with Other Government Entities

The following five clients are examples of some of the engagements that are similar to the requirements in the City of Perris’s proposal**. Additional references are available upon request. Please feel free to contact these agencies to learn more about their experiences working with us.

<table>
<thead>
<tr>
<th>City of Stockton</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Year of Service: 2012</td>
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<tr>
<td>Current Contract Status: In Force</td>
</tr>
<tr>
<td>Financial Statement Audit: Yes</td>
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<tr>
<td>CAFR Preparation: Yes</td>
</tr>
<tr>
<td>GFOA Award: Yes</td>
</tr>
<tr>
<td>Single Audit: Yes</td>
</tr>
<tr>
<td>GANN Limit: Yes</td>
</tr>
<tr>
<td>Measure W: Yes</td>
</tr>
<tr>
<td>Measure M: Yes</td>
</tr>
<tr>
<td>AUP - Core Revenues: Yes</td>
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<tr>
<td>Fire Dispatch Authority Audit: Yes</td>
</tr>
<tr>
<td>Total Hours: 2,500</td>
</tr>
<tr>
<td>Contract Price: $332,350</td>
</tr>
<tr>
<td>Engagement Partner: Kenneth H. Pun, CPA, CGMA</td>
</tr>
<tr>
<td>Concurring Partner: Gary M. Caporicci, CPA, CGFM, CFF</td>
</tr>
<tr>
<td>Principal Client Contact: Mr. Matt Paulin, Chief Financial Officer</td>
</tr>
<tr>
<td>Address: 425 N. Eldorado Street</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:matt.paulin@stockton.ca.gov">matt.paulin@stockton.ca.gov</a></td>
</tr>
<tr>
<td>Phone Number: (209) 937-5490</td>
</tr>
</tbody>
</table>

To review the City of Stockton’s CAFR, including its GFOA Award, please follow this link: [http://www.stocktongov.com/files/FY2017-2018_CAFR.pdf](http://www.stocktongov.com/files/FY2017-2018_CAFR.pdf)

<table>
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<tr>
<th>City of San Bernardino</th>
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<td>Current Contract Status: In Force</td>
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<td>Single Audit: Yes</td>
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<tr>
<td>GANN Limit: Yes</td>
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<tr>
<td>Total Hours: 2,000</td>
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<td>Contract Price (per year): $200,000</td>
</tr>
<tr>
<td>Engagement Partner: Kenneth H. Pun, CPA, CGMA</td>
</tr>
<tr>
<td>Concurring Partner: Frances J. Kuo, CPA, CGMA</td>
</tr>
<tr>
<td>Principal Client Contact: Mr. Brent Mason, Director of Finance</td>
</tr>
<tr>
<td>Address: 290 North D Street, San Bernardino, CA 92401</td>
</tr>
<tr>
<td>Email Address: <a href="mailto:mason.br@sbcity.org">mason.br@sbcity.org</a></td>
</tr>
<tr>
<td>Phone Number: (909) 384-5242</td>
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</table>
### CITY OF PERRIS

#### Experience and Approach

<table>
<thead>
<tr>
<th>City of Gardena</th>
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<tbody>
<tr>
<td><strong>First Year of Service:</strong></td>
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<tr>
<td><strong>Current Contract Status:</strong></td>
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<td><strong>Financial Statement Audit:</strong></td>
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<tr>
<td><strong>CAFR Preparation:</strong></td>
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<tr>
<td><strong>GFOA Award:</strong></td>
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<tr>
<td><strong>Single Audit:</strong></td>
</tr>
<tr>
<td><strong>GANN Limit:</strong></td>
</tr>
<tr>
<td><strong>Municipal Bus Line Enterprise Fund:</strong></td>
</tr>
<tr>
<td><strong>Family Child Care Program:</strong></td>
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<tr>
<td><strong>AUP - Cash Receipt:</strong></td>
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<td><strong>AUP - Wire Transfer Processes:</strong></td>
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<td><strong>Engagement Partner:</strong></td>
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<td><strong>Concurring Partner:</strong></td>
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<tr>
<td><strong>Principal Client Contact:</strong></td>
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<tr>
<td><strong>Address:</strong></td>
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<tr>
<td><strong>Email Address:</strong></td>
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<td><strong>Phone Number:</strong></td>
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To review the City of Gardena’s CAFR, including its GFOA Award, please follow this link: [https://www.cityofgardena.org/wp-content/uploads/2018/12/2018_GARDENA_CAFR-FINAL.pdf](https://www.cityofgardena.org/wp-content/uploads/2018/12/2018_GARDENA_CAFR-FINAL.pdf)

<table>
<thead>
<tr>
<th>City of Clovis</th>
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<td><strong>CAFR Preparation:</strong></td>
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<tr>
<td><strong>GFOA Award:</strong></td>
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<tr>
<td><strong>Single Audit:</strong></td>
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<tr>
<td><strong>GANN Limit:</strong></td>
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<tr>
<td><strong>Successor Agency Audit:</strong></td>
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<td><strong>Total Hours:</strong></td>
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</table>

To review the City of Clovis’ CAFR, including its GFOA Award, please follow this link: [https://cityofclovis.com/wp-content/uploads/2018/12/18-CAFR-FINAL-for-website-upload.pdf](https://cityofclovis.com/wp-content/uploads/2018/12/18-CAFR-FINAL-for-website-upload.pdf)
## CITY OF PERRIS

**Experience and Approach**

<table>
<thead>
<tr>
<th>City of Desert Hot Springs</th>
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<tbody>
<tr>
<td>First Year of Service:</td>
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<td>Current Contract Status:</td>
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<td>Financial Statement Audit:</td>
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<tr>
<td>Financial Statement Preparation:</td>
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<tr>
<td>GFOA Award:</td>
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<td>GANN Limit:</td>
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<tr>
<td>Transient Occupancy Tax (TOT):</td>
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<tr>
<td>Total Hours:</td>
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<td>Contract Price (per year):</td>
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<tr>
<td>Engagement Partner:</td>
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<td>Controlling Partner:</td>
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<td>Principal Client Contact:</td>
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<td>Address:</td>
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<tr>
<td>Email Address:</td>
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<tr>
<td>Phone Number:</td>
</tr>
</tbody>
</table>
CITY OF PERRIS

Experience and Approach

Firm’s Municipal Clients

The Pun Group, LLP has performed numerous audits of organizations subject to financial and compliance audits. These audits were performed in accordance with auditing standards generally accepted in the United States, Government Auditing Standards, Uniform Guidance (formerly known as OMB Circular A-133) and its Compliance Supplement (when applicable), Office of the State Controller’s Minimum Audit Requirements and Reporting Guidelines. A list of current engagements is as follows:

<table>
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<tr>
<th>Municipalities</th>
<th>Dates</th>
<th>Financial Audit</th>
<th>Single Audit</th>
<th>GFOA Certificate</th>
<th>Total Hours</th>
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<td>City of Arvin</td>
<td>2013 – Present</td>
<td>Yes</td>
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## Experience and Approach

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<td>Yes</td>
<td>N/A</td>
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<td>Ventura County Transportation Commission</td>
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<td>Adelanto Public Utility Authority</td>
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<td>Altadena Library District</td>
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<td>Antelope Valley State Water Contractors Association</td>
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<td>Barstow Heights Community Services District</td>
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# CITY OF PERRIS

## Experience and Approach

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<th>Dates</th>
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<td>Coachella Valley Resource Conservation District</td>
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<td>Desert Recreation District</td>
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<td>Tehacapi Valley Recreation &amp; Park District</td>
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<td>The Farm Mutual Water Company</td>
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Specific Audit Approach

The City of Perris is requesting the Firm to perform annual auditing services. These audits are to be performed in accordance with all applicable and generally accepted auditing standards, including, but not limited to, the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.
- The standards applicable to financial audits contained in the most current version of the Generally Accepted Government Auditing Standards (Yellow Book), issued by the Comptroller General of the United States.
- The provisions of U.S. Office of Management and Budget (OMB) Uniform Guidance (formerly known as Circular A-133), Audits of State and Local Governments and Non-Profit Organizations and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- California State Controller audit instructions letters.

Scope of Work

The Firm will perform the following services:

- **Financial Statement Audits** and issuance of an opinion statement on the Comprehensive Annual Financial Report ("CAFR"). The audit will be conducted in accordance with Generally Accepted Government Auditing Standards. The CAFR will be in full compliance with all current GASB pronouncements.

- Provide assistance in meeting the requirements for the Government Finance Officers Association (GFOA) "Certificate of Achievement for Excellence in Financial Reporting".

- Prepare a Single Audit Report which will include the following:
  - Report on compliance and on internal control over financial reporting based on audit of financial statements performed in accordance with Government Auditing Standards.
  - Report on compliance with requirements applicable to each major program, internal control over compliance, and on the schedule of expenditures of federal awards in accordance with Uniform Guidance, "Audits of State and Local Governments", and the Single Audit Act of 1994 (Public Law 98-502).
  - Schedule of Expenditures of Federal Awards.
  - Notes to Schedule of Expenditures of Federal Awards.
  - Schedule of Findings and Questioned Costs.
  - Any other required schedules or reports.
  - Prepare the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations.

- Perform the audit and issue an opinion on the Perris Community Economic Development Corporation Financial Statements.

- Perform the audit and issue an opinion on the Perris Housing Authority Financial Statements.

- Perform the audit and issue an opinion on the Perris Joint Powers Authority Financial Statements.

- Perform the audit and issue an opinion on the Perris Public Utility Authority Financial Statements.

- Perform the audit and issue an opinion on the Perris Public Financing Authority Financial Statements.

- Issue a separate "Management Letter" that includes recommendations for improvements on internal control, accounting procedures and other significant observations that are considered to be no reportable conditions.

- Prepare report on the City’s and the Fire District’s compliance with Proposition 111, Article XIII.B of the California State Constitution and Governmental Code 7900 (et seq.) in its calculation of the "Gann Limit".

CITY OF PERRIS

Experience and Approach

✓ Prepare the Federal Return of Organization Exempt from Income Tax (Form 990) and California Exempt Organization Annual Information Return (Form 199) of the Perris Community Economic Development Corporation (CEDC), which is a 501(c)3 exempt organization.

The Firm understands that the City anticipates the need to prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor’s opinion thereon. The Firm, if requested by the City’s financial advisor and/or the underwriter, will issue a “consent and citation of expertise” as the auditor and any necessary “comfort letters”.

Supplemental Reports, Audits, or Agreed-Upon Procedures: Other services, such as agreed-upon procedures may be deemed necessary. These services will be performed at agreed-upon rates and will be added in a written agreement prior to commencing audit work. The Firm and the City of Perris will discuss and approve the scope and associated costs of these tasks.

Report of all Irregularities and Illegal Acts: The Firm will make an immediate written report of all irregularities and illegal acts or indications of illegal acts of which they become aware.

The engagement team will also make all communications to the City required by the audits standards under which the engagement is performed. Those communications include, but are not limited to:
   a) The auditor’s responsibility under generally accepted auditing standards.
   b) Significant accounting policies.
   c) Management judgment and accounting estimates.
   d) Significant audit adjustments.
   e) Other information in documents containing audited financial statements.
   f) Disagreements with management.
   g) Management consultation with other accountants.
   h) Major issues discussed with management prior to retention.
   i) Difficulties encountered in performing the audit.

Working Paper Retention and Access to Working Papers: The Firm will retain, at its own expense, all working papers and reports for a minimum of (7) seven years, unless the City of Perris notifies the Firm in writing of the need to extend the retention period. The Firm will make working papers available to the City and/or its designees.

The Firm will comply with reasonable requests from successor auditors and allow them to review working papers that relate to matters of continuing accounting significance.

Advice and Consultation: Will be provided throughout the year on matters relating to accounting and financial reporting. This will not include any task that entails significant research or a formal report.

Public Meeting: The partner in charge will be available to attend one City of Perris public meeting at which the audit report will be discussed.

GASB Implementation: The Firm will also provide assistance in the implementation of applicable GASB pronouncements not yet in effect. We have a dedicated partner, Mr. Gary Caporicci, who will be responsible in providing advice and consultation for the implementation of these new standards.

Deliverables and Disclosures

The engagement team will assist the City in the preparation of the CAFR and Component Units financial statements. The City will review and approve the CAFR and financial statements before the printing of the financial statements. The Firm will be responsible for the printing of 25 bound copies of the CAFR before December 15th each year for the previous fiscal year. A PDF file of the CAFR for posting onto the City’s website will be provided to the City before December 15th as indicated above.

Also, the engagement team will perform all required work and provide all reports to comply with audit reporting requirements of the California State Controller, based on instructions letters issued annually by the California State Controller, provided by City.
CITY OF PERRIS

Experience and Approach

Upon completion of the financial audit, the Firm will issue the following reports:

- A report on the fair presentation of the financial statements of the Perris Community Economic Development Corporation (CEDC), Perris Housing Authority, Perris Joint Powers Authority, Perris Financing Authority, and Perris Public Utility Authority in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards.
- A Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.
- A report on agreed-Upon Procedures Applied to Appropriations Limits prescribed by Article XIIIIB of the California Constitution.

The engagement team will communicate in a letter (SAS) to the City Council any reportable conditions found during the audit. A reportable condition is defined as a material weakness or significant deficiency. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Objectives of Our Services

Our primary objective for the proposed audit is to examine the City’s financial statements and express our opinion on their fairness of presentation, in accordance with generally accepted accounting principles. Other objectives that will benefit the City include the following:

- To offer beneficial observations and recommendations about policies and procedures for accounting and operating controls
- To identify opportunities to make City operations more efficient and reduce costs
- To perform the audit efficiently and effectively, so disruption to office operations is minimized
- To provide continuing advisory services so the City can implement recommendations
- To meet these objectives at no additional cost to the City

The Engagement Team will perform the audit in accordance with the Firm’s quality-control procedures, which include following standard audit programs, careful planning, using industry-standardized software for auditing and internal control documentation, and welcoming an objective review of audit work.

The Firm will supply portable computers to the onsite staff members.

Our audit approach emphasizes careful planning, open communication, and proper assignment of responsibilities. This method ensures that audit requirements will be met with minimal disruption of the City's daily operations, and that the audit will proceed efficiently with full understanding between the Engagement Team and the City.
CITY OF PERRIS

Experience and Approach

Project Management

The Firm’s project approach to project management consists of four phases of project initiation & planning meeting, risk assessment, controls, and environment, assess and analyze, and reporting and project closure.

Throughout the project we monitor the progress of the project, project milestones and deliverables through communication of our task plan with your designated liaison for the project. This reporting can be formal or informal depending on the needs of the project and the client. In the case of this short term comprehensive analysis, we will likely use a less formal approach to include a standing weekly progress meeting with a review of open tasks, next tasks and any issues we have encountered during the project. You can expect that the Engagement Partner or Engagement Manager will be onsite for these meetings to ensure we successfully conclude the project on the proposed schedule.

Proposed Segmentation of the Engagement and Timeline

The audit will be performed in four phases:

- **Initial Planning Meeting**: The Engagement Partner and Manager will meet with City’s Management to get up to speed with City policies and procedures, establish any specific requirements Management may have, identification of unique transactions, implementation of new GASB pronouncements, and develop the audit work plan for the engagement. **Proposed Timeline**: June of each fiscal year.

- **Interim**: The Engagement Team—including the Engagement Partner—will assess accounting policies adopted by the City, obtain an understanding of the City and its operating environment, review internal controls on all significant transaction classes, perform walkthroughs and/or tests of internal control, perform preliminary analytical procedures, develop initial risk assessment, evaluate Single Audit compliance (if needed), identify any audit issues, and prepare confirmation correspondence. The Engagement Team and City Management will establish expectations including responsibilities and assignments for the year-end audit, and will hold a progress status meeting at the end of the Interim phase. **Proposed Timeline**: July of each fiscal year.

- **Year-End**: The Engagement Team—including the Engagement Partner—will conduct audit procedures on account balances in the general ledger, finish confirmation procedures, perform preliminary analytical procedures, search for unrecorded liabilities, perform substantive analytical review procedures, complete work on compliance with Federal Assistance, and conclude fieldwork. The Engagement Team and City Management will hold an exit conference at the end of the Year-End phase. Periodic update meetings will be held to communicate audit progress to management. **Proposed Timeline**: October of each fiscal year.

- **Reporting**: The Firm will review and prepare audit reports and perform quality control procedures following the Quality Control Standards issued by the AICPA. We will also examine reports for compliance with GFOA reporting guidelines at no additional cost. Any comments will be issued in a letter to Management. At the City’s request, the Engagement Partner and Manager will present the audit to the City’s governing body. **Proposed Timeline**: Draft reports by October 15th; Final reports by first week of December of each fiscal year.

The Firm will complete the audit fieldwork and issue all reports within the established timeframe, assuming no internal City circumstances causes delays in the audit.
CITY OF PERRIS

Experience and Approach

Level of Staff and Number of Hours to be Assigned to Each Segment of the Engagement

The Pun Group, LLP understands that the City is not only looking to employ our auditing services but is also seeking to receive value within that professional relationship. We believe that our value is derived from our in-depth knowledge, experience, and commitment that our auditing firm employs. We stress and emphasize “employ” because all of the knowledge and expertise listed on paper will not benefit you unless it is applied. That is why we have developed a plan that we feel will accomplish the objectives of the City and your particular needs. Our Firm will utilize the information that you have shared with us and our experience from our previous audits of this nature, from various government entities and cities to develop a practical plan for all major areas.

Example of Major Areas (not limited to):
- Audit of the City’s financial statements and the related notes to financial statements
- Audit of the City’s component units’ financial statements and the related notes to financial statements
- Single Audit procedures and required reporting
- Communication with those charged with governance
- Internal Control and Management Letters

Total Hours:
**Hours represented below do not include additional time spent on preparation of CAFR and Component Units Financial Statements, preparation of Financial Transactions Reports; and preparation of the Non-Profit Tax Return.

<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>Estimated Hours Annually</th>
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<tr>
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<td><strong>Total Annual Hours:</strong></td>
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<td>Phase II: Interim</td>
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<td>Phase III: Year End</td>
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<td>Phase IV: Reporting</td>
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<tr>
<td><strong>Total Annual Hours:</strong></td>
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Sample Size and the Extent to Which Statistical Sampling is to be Used in this Engagement

In our audit approach, statistical sampling will be used in conjunction with our skilled judgment and knowledge of each situation. When designing an audit sample, our auditors consider the purpose of the audit procedure and the characteristics of the population from which the sample will be drawn. We determine a sample size sufficient to reduce sampling risk to an acceptably low level and select items for such task in a way that we can reasonably expect it to be representative of the relevant population and likely to provide the auditor with a reasonable basis for conclusions about the population.

Firm’s Familiarity with Tyler Financial Products

The Firm has audited several clients who utilize Tyler "Munis" software, therefore we are familiar with the application. We understand the software integrates human resources, payroll, finance, and other departments, offering access to financial reports and personnel matters.
Enhancing Auditing Quality with Artificial Intelligence

There are plenty of challenges with established audit practices. Outdated CAAT tools, sampling practices, and the explosive growth of big data are some of the examples, and they all present significant barriers to detecting anomalies, intentional or otherwise, in financial data. The Pug Group, LLP deploys a comprehensive, risk-based approach, complimented by using MindBridge Artificial Intelligence Platform, to conduct our audit. Through this tool we are able to seamlessly analyze thousands and thousands of financial and operating data and records, identifying and cataloging significant risks, in mere seconds.

The AI Auditor platform works by our side, augmenting our capacity to detect errors or fraud in the data—not only by analyzing the entire data set, but by cross-correlating dozens of testing criteria against pre-established data points and presenting us with a view of every user, vendor and transaction, by risk, all within moments of ingesting analyzed data. Something standard audit procedures cannot accomplish.

We utilize these tools to allow our audit teams to increase efficiency in the audit process, to enhance the existing quality of our work, to provide directed testing in areas subject to the highest risk, and to quickly assimilate large amounts of data your staff would typically be asked to gather. The tools also help us to meet our professional requirements regarding fraud and internal control, allowing us to:

- Run Benford’s analysis to check for fraud in transactions.
- Increase the value of audit findings with complete, 100% data coverage.
- Isolate risk and control issues before they impact your operations.
- Improve productivity by automating procedures and eliminating manual tasks.
- Conduct more direct, efficient and effective audits, to improve overall audit quality.

Our engagement team easily imports data in a secure environment from the City’s financial software and extracts useful data for testing and analytical procedures particular to the following areas:

- Successful Fraud Test
- Questionable Invoices
- Phantom Vendor Schemes
- Kickback or Conflict-of-Interest Schemes
- Dormant Account Schemes
- Money Laundering Schemes

Type and Extent of Analytical Procedures to be Used in the Engagement

Analytical procedures are one of many financial audit processes which help an auditor understand the client’s operation and changes in the environment, and to identify potential risk areas to plan other audit procedures. Analytical Procedures includes comparison of financial information on prior periods, budget, forecast, and industry benchmark. We use trend and ratio analysis to identify any uncertain or unusual events. In order to perform these analyses, our firm conducts a survey of cities and counties and develops benchmarks on specific vital financial indicators, such as the cost of services to tax revenues ratios, average general fund balance, capital assets, debt per capital, general fund unassigned fund balance to total general fund expenditures, etc.

Our staff members have previous experience in successfully implanting analytical procedures to the City’s benefit.

Analytical procedures are performed at three stages of audit: at the start, in the middle, and at the end of the audit. These three stages are risk assessment procedures, substantive analytical procedures, and final analytical procedures:

- Risk assessment procedures are used to assist the auditor to better understand the business and to plan the nature, timing, and extent of audit procedures.
- Substantive analytical procedures are used to obtain evidential matter about particular assertions related to the account balances or classes of transactions. During the interim phase, our engagement team will set up expectations for the year-to-date results and balances and compare them with budgeted and prior-year amounts. This process allows us to forecast year-end amounts, reducing the workload during the year-end phase and allowing us to focus on areas of concern.
Final analytical procedures are used as an overall review of the financial information in the last review stage of the audit. The Engagement Partner and Manager will perform a high-level analytical analysis of the financial information comparing its data for both quantitatively and qualitatively, to ensure the amount presented in the financial statements are fairly presented in all material respect.

Approach to be Taken to Gain and Document an Understanding of the Internal Control Structure

Audit risk assessment is established by an internal control review, combined with the Engagement Team’s understanding of the City’s operations and accounting software. Using the Committee of Sponsoring Organizations (COSO) Framework, staff members will evaluate the City’s processes and identify any control deficiencies. These diagnostic review procedures allow the Engagement Team to assess the City’s systems and controls and to provide constructive feedback to management.

During our initial planning phase of the audit, our engagement team, including the Engagement Partner and Manager will obtain an understanding of the entity and its environment. It is an essential aspect of performing an audit under generally accepted auditing standards. In particular, that understanding establishes a frame of reference within which the auditor plans the audit and exercises professional judgment about assessing risks of material misstatement of the financial statements and responding to those risks throughout the examination.

During the interim phase of the audit, our Engagement Team will perform a walkthrough of all significant accounting systems, including processes for financial reporting, revenue recognition and cash receipts, purchasing/contract management and cash disbursements, and payroll and related liabilities, and others. Our auditors will obtain the written policies and procedures, inquiring accounting personnel, and document the process in either a flowchart or narrative summary format. After gaining an understanding of the accounting and internal control systems, our auditor will make a preliminary assessment of control risk, at the assertion level, for each material account balance or class of transactions.

The form and extent this documentation is influenced by the size and complexity of the entity, and the nature of the entity’s accounting and internal control systems. Generally, the more complex the entity’s accounting and internal control systems and the more extensive the auditor’s procedures, the broader our documentation will need to be.

Approach to be Taken in Determining Laws and Regulations that Will be Subject to Audit Test Work

The Firm stays continually up to date with audit requirements—including new regulations, compliance supplements, state guidelines, and related contracts—to ensure that we conduct audits under applicable laws and regulations. We test transactions for compliance with the Single Audit Act, California Government Code, GANN Appropriations Limit, provisions of applicable grant guidelines, requirements of local measures, and others.

For example, the Single Audit Act requires that we determine which grants to include in our audit and select transactions from those grants for detailed testing. While most items will be tested as part of the Interim phase, we cannot determine which grants will be tested for the Single Audit until the Year-End phase of the audit.

Our compliance audits of cash, investments, debt covenants, and other areas will be performed in accordance with the California Government Code, which has many provisions and regulations covering investments.

Approach to be Taken in Drawing Audit Samples for Purposes of Tests of Compliance

To test compliance, we will follow the AICPA’s Audit Sampling Considerations of Uniform Guidance Compliance Audits. We will select an appropriate sample size based on our professional judgment and knowledge. Any deviations from control and compliance requirements will be documented.
Client Training Seminar

Constant changing in accounting and auditing standards, laws and regulations, and compliance provisions has created an unprecedented complexity in public accounting for state and local governments.

The Pun Group Governmental Accounting Conference is designed to not only provide you updates on these new accounting and auditing standards. We also bring in expertise to provide you practical insights on certain pressing issues, such as:

1. Structural Financial Issues – Reduction in tax revenues and the growing cost of services
2. Labor Issues – Escalation of Pension and Healthcare Cost and Other Employee Benefits issues
3. Infrastructure Issues – Maintenance and Repair of Aging Infrastructure

Every year, the Firm hosts a conference to update governmental clients on new technical accounting and financial issues. This year’s day-long session—held in Orange County (08/06/2019), Danville (08/20/2019) and Clovis (08/29/2019), Phoenix, AZ (09/2019) —qualifies for eight hours of CPE.

Participants of last year’s training seminar received a high-level examination of numerous technical issues, including the following:

- GASB Updates
- Auditing Standards and Single Audit Updates
- Survey of Cities and Counties
- Implementation of the New OPEB Standards
- Public Sector Employee Benefits 2018: Big Ticket Items That Finance Directors and Staff Need to Plan for

Importantly, all of our clients are invited to attend The Pun Group, LLP client training seminar FREE OF CHARGE.
CITY OF PERRIS

Experience and Approach

Identification of Anticipated Potential Audit Problems

While we do not expect any problems with the audit, we will carefully investigate and monitor the following relevant accounting issues:

Investments:

- Compliance with GASB 31 and GASB 34
- Authorization and approval process for City investments
- Controls to assure City’s compliance with investment limitations and types of specific investments
- Monitoring by the City of its investments

Financial Reporting:

- CAFR compliance with current reporting and disclosure requirements issued by GASB
- CAFR eligibility for financial reporting conformance awards issued by GFOA
- Compliance with the various GASBs in effect
- Perform valuations of OPEB benefits to determine the liability for all benefits promised to active, retired, and inactive plan members as of each valuation date
- Compliance with Governmental Accounting Standards Board (GASB) Statements 74 and 75
- Compliance with infrastructure obligations and regulatory provisions

Internal Control Structure:

- City’s internal control functions and compliance with proper internal control philosophies
- Computer-system processes and controls, and adequacy of the control environment

Over the period of the engagement, new GASB pronouncements will become effective. The Engagement Team will pay specific attention to the following new and upcoming pronouncements, and any others that become effective during the proposal period, in order to determine proper implementation procedures:

- GASB 83 – Certain Asset Retirement Obligations
- GASB 84 – Fiduciary Activities
- GASB 87 – Leases
- GASB 88 – Certain Disclosures Related to Debt, including Direct Borrowings and Direct Placements
- GASB 89 – Accounting for Interest Cost Incurred before the End of a Construction Period
- GASB 90 – Majority Equity Interests—an amendment of GASB Statements No. 14 and No. 61

Insurance Requirements and Proposer Guarantees

The Firm will carry insurance coverage consistent with the details outlined in Appendix C of the City’s RFP. Sample/Proof of our current insurance policy can be found on the Appendices section of this proposal.
Appendix B – Proposer Guarantees and Proposal Warranties

APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

A. The proposer certifies it can and will provide and make available, at a minimum, all services in this request for proposal.

B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Perris.

D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: ____________________________

Name (typed): Kenneth H. Pun, CPA, CGMA

Title: Managing Partner

Firm: The Pun Group, LLP

Date: 04/18/2019
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LET'S START A DIALOGUE

"It is our commitment to only practice with the highest professional ethics and standards. We believe we owe that to the profession, our clients, and ourselves."
Benefits of Choosing The Pun Group, LLP

The Pun Group, LLP is recognized for its professionalism, integrity, and providing clients with practical solutions unique to their circumstances and issues. Our Firm prides itself on being able to provide personalized client services, and with that sentiment in mind, we have carefully chosen our engagement teams. The Pun Group’s primary objective is to give the City of Perris solutions and directions, led by highly experienced and capable partners who can successfully implement the work and produce the results you expect. This philosophy and mindset allow us to provide a superior level of service, and a quality audit.

We trust that this proposal has given you the information needed about the Firm, the Engagement Team members, overall audit approach, cost-saving measures, and audit fees. We are committed to exceeding your expectations, and we look forward to bringing our experience and expertise to the City of Perris and providing you with the excellent level of service that you expect and deserve.

Thank You

Thank you for giving us the opportunity to introduce the Firm and submit our qualifications to provide you with professional audit services. Please direct inquiries to:

Mr. Kenneth H. Pun, CPA, CGMA
Managing Partner
200 East Sandpointe Avenue, Suite 600
Santa Ana, California 92707
ken.pun@pungroup.com
(949) 777-8801

Sincerely,

The Pun Group, LLP
Certified Public Accountants and Business Advisors
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Proof of Insurance – Sample Certificate

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2019

PRODUCER:
Wood Gutmann & Bogard
13901 Red Hill Ave, Suite 100
Tustin CA 92780

INURED:
The Pun Group, LLP
200 East Sandpointe Avenue, Suite 800
Santa Ana CA 92707

CONTACT
NAME: Connie Jones
PHONE: 714-605-7000
FAX: 714-673-1770
Email: connie@wpib.com

INSURED CONTACTS:

RIB 
1. TRAVELERS CAS INS CO OF AMER 19046
2. Travelers Property Casualty Co of Amer 25674
3. Argonaut Insurance Company
4. Travelers Cas Ins Co of Amer

COVERAGES:

COVERAGE NUMBER: 2021/017
REVISION NUMBER:

This is to certify that the policies of insurance listed below have been issued to the Insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

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DESCRIPTON OF OPERATIONS (LOCATIONS, VEHICLES) (ACORD 101), Additional schedule, if any, may be attached in more space is required.

CANCELLATION:

Proof of Coverage

AUTHORIZED REPRESENTATIVE:

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ACORD 20 (2014/01)

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The PUN Group – Fee Proposal
COST PROPOSAL

CITY OF PERRIS
PERRIS, CALIFORNIA

Proposal to Perform Audit Services

For Fiscal Years Ending June 30, 2019 through June 30, 2021

APRIL 19, 2019

Kenneth H. Pun, CPA, CGMA
Managing Partner
200 East Sandpointe Avenue, Suite 600, Santa Ana California 92707
Phone: (949) 777-8801 | Fax: (949) 777-8850 | Email: ken.pun@pungroup.com

California CPA License Number: PAR 7601
Federal Identification Number: 46-4016990
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**Cost of Services**

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Total All-Inclusive Price (Breakdown) ........................................................................................................ 1

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**APPENDIX A - TOTAL ALL-INCLUSIVE FEES - FISCAL YEAR 2019/2020** ........................................... 2

**APPENDIX A - TOTAL ALL-INCLUSIVE FEES - FISCAL YEAR 2020/2021** ........................................... 3

**APPENDIX A - TOTAL ALL-INCLUSIVE PRICE** ....................................................................................... 3

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Rates for Additional Professional Services .................................................................................................. 4

Standard Hourly Rates ................................................................................................................................ 4

Manner of Payment ....................................................................................................................................... 4
"Offering a full range of financial services, The Pun Group helps clients address all aspects of their financial condition, while providing solutions and directions in a cost-effective and efficient manner."
CITY OF PERRIS

Cost of Services

Certification

We are committed to the performance of a high quality audit at the most reasonable fee level possible, both initially and throughout the engagement. Also, our partners will provide advice and consultation as needed, at no additional cost to the City.

Name of Firm: The Pun Group, LLP - Certified Public Accountants and Business Advisors
Contact Name: Kenneth H. Pun, CPA, CGMA
Contact Email Address: ken.pun@pungroup.com

I, the undersigned, certify I am duly authorized to represent the above named firm and am empowered to submit this bid. In addition, I certify I am authorized to contract with the City on behalf of the above named firm.

April 18, 2019

Kenneth H. Pun, CPA, CGMA | Partner
The Pun Group, LLP

Date

Total All-Inclusive Price (Breakdown)

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<td>Single Audit - 1 Major Program</td>
<td>$4,000</td>
<td>$4,120</td>
<td>$4,244</td>
</tr>
<tr>
<td>Audit of Community Economic Development Corporation</td>
<td>$3,500</td>
<td>$3,605</td>
<td>$3,713</td>
</tr>
<tr>
<td>Audit of Housing Authority</td>
<td>$3,500</td>
<td>$3,605</td>
<td>$3,713</td>
</tr>
<tr>
<td>Audit of Joint Powers Authority</td>
<td>$5,000</td>
<td>$5,150</td>
<td>$5,305</td>
</tr>
<tr>
<td>Audit of Public Utility Authority</td>
<td>$6,000</td>
<td>$6,180</td>
<td>$6,365</td>
</tr>
<tr>
<td>Audit of Public Financing Authority</td>
<td>$7,000</td>
<td>$7,210</td>
<td>$7,426</td>
</tr>
<tr>
<td>Preparation of the CAFR</td>
<td>$1,500</td>
<td>$1,545</td>
<td>$1,591</td>
</tr>
<tr>
<td>State Controller’s Report</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City</td>
<td>$3,500</td>
<td>$3,605</td>
<td>$3,712</td>
</tr>
<tr>
<td>Joint Powers Authority</td>
<td>$750</td>
<td>$773</td>
<td>$796</td>
</tr>
<tr>
<td>Public Financing Authority</td>
<td>$750</td>
<td>$773</td>
<td>$796</td>
</tr>
<tr>
<td>Public Utility Authority</td>
<td>$750</td>
<td>$773</td>
<td>$796</td>
</tr>
<tr>
<td>Tax Services:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Form 990 and Form 199 - CEDC 501 (c)3 Exempt</td>
<td>$1,500</td>
<td>$1,545</td>
<td>$1,591</td>
</tr>
<tr>
<td>Total All-Inclusive Price</td>
<td>$95,000</td>
<td>$97,850</td>
<td>$100,785</td>
</tr>
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</table>

(1) Fees related to Single Audit are taking in consideration 1 (one) Major Program. The fee to audit additional major programs is $4,000 each program. The number of programs determined to be “major” will be based on OMB Uniform Guidance. The Engagement Team will discuss this with the City’s Management before starting Single Audit work.
# APPENDIX A – TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2018/2019

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>60</td>
<td>$275</td>
<td>$200</td>
<td>$12,000</td>
</tr>
<tr>
<td>Managers</td>
<td>100</td>
<td>$200</td>
<td>$175</td>
<td>$17,500</td>
</tr>
<tr>
<td>Senior Auditors</td>
<td>240</td>
<td>$125</td>
<td>$100</td>
<td>$24,000</td>
</tr>
<tr>
<td>Staff Auditors</td>
<td>430</td>
<td>$100</td>
<td>$75</td>
<td>$32,250</td>
</tr>
<tr>
<td>Clerical</td>
<td>10</td>
<td>$75</td>
<td>$50</td>
<td>$500</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>840</td>
<td></td>
<td></td>
<td>$86,250</td>
</tr>
</tbody>
</table>

Out-of-Pocket Expenses:
- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

Preparation of CAFR and Component Units Financial Statements: $1,500
Preparation of Financial Transactions Reports for the City and Special Districts: $5,750
Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $1,500

Less Professional Discount:

Total All-Inclusive Price (Fiscal Year 2018/2019): $95,000

---

# APPENDIX A – TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2019/2020

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partners</td>
<td>60</td>
<td>$275</td>
<td>$206</td>
<td>$12,360</td>
</tr>
<tr>
<td>Managers</td>
<td>100</td>
<td>$200</td>
<td>$180</td>
<td>$18,025</td>
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<tr>
<td>Senior Auditors</td>
<td>240</td>
<td>$125</td>
<td>$103</td>
<td>$24,720</td>
</tr>
<tr>
<td>Staff Auditors</td>
<td>430</td>
<td>$100</td>
<td>$77</td>
<td>$33,218</td>
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<tr>
<td>Clerical</td>
<td>10</td>
<td>$75</td>
<td>$52</td>
<td>$515</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>840</td>
<td></td>
<td></td>
<td>$88,838</td>
</tr>
</tbody>
</table>

Out-of-Pocket Expenses:
- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

Preparation of CAFR and Component Units Financial Statements: $1,545
Preparation of Financial Transactions Reports for the City and Special Districts: $5,923
Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $1,545

Less Professional Discount:

Total All-Inclusive Price (Fiscal Year 2019/2020): $97,851
APPENDIX A – TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2020/2021

<table>
<thead>
<tr>
<th></th>
<th>Hours</th>
<th>Standard Hourly Rate</th>
<th>Quote Hourly Rate</th>
<th>Total</th>
</tr>
</thead>
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<tr>
<td>Partners</td>
<td>60</td>
<td>$275</td>
<td>$212</td>
<td>$12,731</td>
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<tr>
<td>Managers</td>
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<td>$200</td>
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<td>$18,566</td>
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<tr>
<td>Senior Auditors</td>
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<td>$125</td>
<td>$106</td>
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<tr>
<td>Staff Auditors</td>
<td>430</td>
<td>$100</td>
<td>$80</td>
<td>$34,214</td>
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<td>Clerical</td>
<td>10</td>
<td>$75</td>
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<td>$530</td>
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<td><strong>Subtotal</strong></td>
<td>840</td>
<td></td>
<td></td>
<td><strong>$91,803</strong></td>
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</tbody>
</table>

Out-of-Pocket Expenses:
- Meals and Lodging: Included
- Transportation: Included
- Other (Specify): Included

Preparation of CAFR and Component Units Financial Statements: $1,591
Preparation of Financial Transactions Reports for the City and Special Districts: $6,100
Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $1,591

Less Professional Discount

Total All-Inclusive Price (Fiscal Year 2020/2021): $100,785

---

APPENDIX A – TOTAL ALL-INCLUSIVE PRICE

<table>
<thead>
<tr>
<th>SUMMARY OF ALL INCLUSIVE FEES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal Year 2018/2019</td>
</tr>
<tr>
<td>Fiscal Year 2019/2020</td>
</tr>
<tr>
<td>Fiscal Year 2020/2021</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
</tr>
</tbody>
</table>
CITY OF PERRIS

Cost of Services

Out of Pocket Expenses in the Total Maximum Price and Reimbursement Rates

The Firm’s policy is to maintain flexible billing rates to meet the needs of clients and help them control costs. In the interest of starting our long-term relationship, we will absorb all expenses required to familiarize ourselves with the operations and accounting systems, as well as, travel and printing costs. Additionally, our Partners will be available to provide advice and consultation as necessary to the City. The Firm will also absorb these costs.

Rates for Additional Professional Services

Any additional work agreed to between the City and the Firm will be performed at the same rate set for in the schedule of fees and expenses included in this cost proposal, presented as Appendix A schedules.

Standard Hourly Rates

Below are the Firm’s standard hourly billing rates, delineated by staffing levels:

<table>
<thead>
<tr>
<th>Auditor’s Standard Hourly Billing Rates</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>FY 2018-19</td>
</tr>
<tr>
<td>Senior Partner(s)</td>
<td>$300</td>
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<tr>
<td>Partner(s)</td>
<td>$275</td>
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<tr>
<td>Senior Manager(s)</td>
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<tr>
<td>Manager(s)</td>
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<tr>
<td>Supervisor(s)</td>
<td>$160</td>
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<tr>
<td>Senior Accountant(s)</td>
<td>$125</td>
</tr>
<tr>
<td>Staff Accountant(s)</td>
<td>$100</td>
</tr>
<tr>
<td>Clerical</td>
<td>$ 75</td>
</tr>
</tbody>
</table>

Manner of Payment

Engagement Team members are required to maintain timesheets detailing the date, number of hours, and work performed for every audit task. The Firm will collect these timesheets and bill the, at the rates outlined in the Total All-Inclusive Maximum Price section, in four stages: (1) at the conclusion of the planning phase, (2) at the conclusion of the interim phase, (3) at the conclusion of the Year-End phase, (4) and after presentation and acceptance of the final audit reports. Interim billings will cover a period not less than a calendar month. The billing amounts generally break down as follows:

<table>
<thead>
<tr>
<th>Work Performed</th>
<th>% of Proposal Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>For Planning</td>
<td>10%</td>
</tr>
<tr>
<td>For Interim work</td>
<td>40%</td>
</tr>
<tr>
<td>For Year-End work</td>
<td>40%</td>
</tr>
<tr>
<td>At Presentation and Acceptance of Final Reports</td>
<td>10%</td>
</tr>
<tr>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>
Request for Proposal for Audit Services
Request for Proposal for Audit Services

Email PDF Proposal to: RCarr@cityofperris.org

Ron Carr
Interim Director of Finance
101 North “D” Street
Perris, CA 92570

Proposal Due Date:
April 19, 2019 @ 4:00pm
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<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
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<td>C. Pension Plans and Other Post-Employment Benefits</td>
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<td>III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR</td>
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<td>A. Statements, Schedules and Other Pertinent Information to be provided</td>
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<td>7</td>
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<td>8</td>
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<td>10</td>
</tr>
<tr>
<td>E. Reports to be Issued</td>
<td>10</td>
</tr>
<tr>
<td>F. Special Considerations</td>
<td>11</td>
</tr>
<tr>
<td>G. Working Papers - Retention and Access</td>
<td>11</td>
</tr>
<tr>
<td>H. Computer System</td>
<td>12</td>
</tr>
<tr>
<td>I. Availability of Prior Audit Reports and Working Papers</td>
<td>12</td>
</tr>
<tr>
<td>V. TIME REQUIREMENTS</td>
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</tr>
<tr>
<td>A. Proposal Calendar</td>
<td>12</td>
</tr>
<tr>
<td>B. Schedules for the Annual Audit</td>
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<tr>
<td>VI. PROPOSAL REQUIREMENTS</td>
<td>13</td>
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<tr>
<td>A. General Requirements</td>
<td>13</td>
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<tr>
<td>B. Technical Proposal</td>
<td>13</td>
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<td>C. Dollar Cost Proposal</td>
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<tr>
<td>VII. EVALUATION PROCEDURES</td>
<td>17</td>
</tr>
<tr>
<td>A. Review of Proposal</td>
<td>17</td>
</tr>
<tr>
<td>B. Evaluation Process</td>
<td>17</td>
</tr>
<tr>
<td>C. Interviews</td>
<td>17</td>
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<tr>
<td>D. Right to Reject Proposals</td>
<td>17</td>
</tr>
<tr>
<td>APPENDICES</td>
<td></td>
</tr>
<tr>
<td>A. Total All-Inclusive Fees</td>
<td>18-21</td>
</tr>
<tr>
<td>B. Proposal Guarantees and Proposer Warranties</td>
<td>22</td>
</tr>
<tr>
<td>C. Insurance Requirements</td>
<td>23</td>
</tr>
</tbody>
</table>
INTRODUCTION

A. General Information

The City of Perris requests proposals from qualified firms of certified public accountants to provide professional audit services regarding the financial statements for the fiscal years ending June 30, 2019, 2020, 2021. The professional audit services are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office’s (GAO) Government Auditing Standards (1994), audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administration Requirements, Cost principles, and Audit Requirements for Federal Awards (Uniform Guidance) and audit requirements of the California State Controller’s Office.

For a proposal response to be considered, a PDF version of the proposal must be received via email by the City of Perris on or before April 19, 2019 at 4:00pm. The City of Perris reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by a Review Panel comprising of City Officials. The review will be based on predetermined guidelines.

The Review Panel may request for any additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Review Panel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City of Perris reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Perris and the firm selected.

It is anticipated that the proposal reviews will be completed and recommendation made to the City Council regarding the selected firm not later than May 14, 2019. After notification of the selected firm, it is expected that an engagement letter will be executed between the City and the selected firm within 30 days of the City Council approval.

B. Term of Engagement

Contract Period - The audit service contract shall be for a three-year period and shall become effective immediately upon execution by all parties. The first year of the audit service shall be for fiscal year 2018/2019 ending on June 30, 2019. The audit service for the next fiscal year shall commence only after the prior fiscal year services have been completed and all deliverables / reports delivered to the City in line with all applicable audit standards. The terms of the contract shall end after the completion of the audit services for the fiscal year ending June 30, 2021.
II. DESCRIPTION OF THE GOVERNMENT

A. Background Information

Perris covers approximately 33 square miles and is located 70 miles east of Los Angeles and 20 miles southwest of Riverside. The City offers a temperate Mediterranean climate with warm dry summers and mild winters. Demographically, Perris is an ethnically diverse community of approximately 75,739 residents, of which 73% are of Hispanic or Latino origin, and the average household size is 4.5 people.

The City of Perris was incorporated in 1911 under the general laws of the State of California and enjoys all the rights and privileges afforded to a general law city. The City is governed by a five-member City Council under the Mayor-Council-Manager form of government. Policy-making and legislative authority are vested in the City Council, consisting of the Mayor and four other members. Council Members are elected at-large and do not represent any one district or area within the City. The Mayor and Council Members are elected to a four-year term and the City does not have term limits. Regular elections are conducted in November of even numbered years. The City has approximately 107 employees and in-house services include construction and maintenance of City streets, economic development, parks, recreation and senior services, animal control, disaster preparation, as well as community development activities such as urban planning, building permits and inspections, and business licensing. The City contracts for police and fire protection, water and waste water services, City Attorney services, City Engineering services, and waste/recycling collection.

The City is organized into several departments. The City uses an ERP system MUNIS with decentralized system for initiation and approval of purchase orders at the department level based on the Council approved budget and priorities. Payroll processing is performed at the Finance Department with employee time recording and approval initiated at the department level. Revenues are collected and receipted at the department level based on the point of services and provided on a daily bases to the Finance department for banking and general ledger recording purposes. The Finance Department handles the Utility billing and Business License operations and update the general ledger accordingly as the revenues are collected.

Revenues and expenditures accounted for in the governmental funds are controlled by a formal integrated budgetary accounting system in accordance with various legal requirements which govern the City’s operations. Budgets are adopted on a basis consistent with accounting principles generally accepted in the United States of America (GAAP) for nearly all governmental funds. Budgetary control is exercised at the departmental level. Accordingly, department heads are authorized to make transfers between budgeted line items within their respective departments. Interdepartmental transfers within funds require City Manager’s authorization (without approval by the City Council). All other changes to the budget must be authorized by the City Council.
The City has consistently completed its fiscal year audit before December of the year following the end of the fiscal year to ensure that the various reports are filed with appropriate agencies. The City received the GFOA Certificate of Achievement for Excellence in Financial Reporting for its CAFRs for the last twelve years through June 30, 2017. It is anticipated that the City will receive award for its CAFR for the fiscal year ended June 30, 2018. More information on the City’s government, operations and finances can be found in the following documents which are available on the City’s website at http://www.cityofperris.org/city-hall/ft-cafr.html:

1. City Budget
2. Capital Improvement Program
3. Auditor Opinion Letters & Other Communications
4. Comprehensive Annual Financial Reports
5. City Investment Policy

B. Fund Structure

The City of Perris uses the Fund Accounting system and has the following major categories of funds:

- The General Fund is used to account for all financial resources of the City, except for those required to be accounted for in another fund.
- The Public Financing Authority Debt Service Fund is used to account for the accumulation of resources for, and the repayment of long-term debt principal, interest and related costs of the Authority.
- The Joint Powers Authority Debt Service Fund is used to provide financing and account for the accumulation of resources for, and the repayment of long-term debt principal, interests and related costs for capital improvements and other programs within the City.
- The Road and Bridge Benefit District Special Revenue Fund is used to account for funds received from assessment and developer fees, and, the expenditures for the maintenance and improvements of roads and bridges.
- The Storm Drain Development Capital Project Fund is used to account for the capital improvements of upgrading the storm drains within the City.
- The Capital Improvement Projects Capital Project Fund is used to account for miscellaneous improvement projects which are financed primarily from developer contributions and transportation uniform mitigation fees.

The City uses the following major proprietary funds:

- The Sewer Utility accounts for the activities of the City's sewer utility distribution operations.
- The Public Utility Authority accounts for the water and wastewater activities of McCanna Ranch area.
- The Water Utility accounts for the activities of the City's water utility distribution operations.
• The **Solid Waste Utility** accounts for the activities of the City's solid waste utility distribution operations.

• The **Housing Authority**, accounts for the activities of the City's housing operations.

• The **Perris Community Economic Development Corporation (CEDC)** accounts for the activities of the City's nonprofit public benefit Corporation.

The City operates **Fiduciary Funds** to account for resources held in the benefit of outside parties, **Private-purpose Trust Fund** for resources help under the Successor Agency to the Perris Redevelopment Agency and **Agency Funds** to account for resources held by the City as agent for individuals, other government and other entities.

**C. Pension Plans and Other Post-Employment Benefits**

**Pension**

The City of Perris participates in the Cost-Sharing Multiple Employer Defined Benefit Pension Plan (Plan) administered by the California Public Employees' Retirement System (CalPERS). The Plan consists of individual rate plans (benefit tiers) within a safety risk pool (police and fire) and a miscellaneous risk pool (all other). Plan assets may be used to pay benefits for any employer rate plan of the safety and miscellaneous pools. The City sponsors four rate plans (three miscellaneous and one safety). Recently the City adopted the prefunding plan managed by Public Agency Retirement Services (PARS), a private company Pension Trust Administrator. The City has not yet adopted any prefunding policy and has not contributed funds to the PARS Pension Trust.

**Other Post-Employment Benefits (OPEB)**

The City has defined benefit postemployment healthcare plan, (City of Perris Retiree Healthcare Plan, CPRHP), which provides medical benefits to eligible retired employees and qualified dependents. CPRHP is part of the Public Agency portion of the California Employers' Retiree Benefit Trust Fund (CERBT), an agent multiple-employer plan administered by California Public Employees' Retirement System (CalPERS). The City operates the OPEB on a pay-as-you-go basis. The City recently signed contract with CERBT to pre-fund the OPEB obligation. The City has not yet adopted any prefunding policy and has not contributed funds to the OPEB prefunding Trust Fund.

Actuarial services for the City's OPEB plan are provided by Pacific Crest Actuaries LLC (PCA).

**D. Contact Person in the City of Perris**

The auditor's primary contact person with the City of Perris is Ron Carr, Interim Director of Finance or a designated representative, who will coordinate the assistance to be provided by the City of Perris to the auditor.
III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR

A. Statements, Schedules and Other Pertinent Information to be provided by the City of Perris

The staff of the City of Perris will prepare or provide the following statements and schedules to the auditors as part of the auditors' audit request:

- Trial balance for all funds.
- Schedules of revenues and expenditures, accounts payable and receivable, and encumbrances.
- Fund balance sheet and subsidiary account activity.
- Check registers for all funds.
- Bank reconciliations for all accounts.
- Detail of capital projects expenditures.
- Analysis of accounts as requested.
- Investment activity schedules.
- Debt schedules.
- Fixed assets schedules.
- Payroll records.
- Tax collection schedules.
- Schedule of compensated absences.
- Latest actuarial reports.
- Standard representation letters.
- Management's discussion and analysis.
- CAFR statistical tables.

B. Work Space

Work space will be provided in close proximity to the financial records. Telephones and use of a copy and facsimile machines will be made available as well as internet access during the engagement. The auditor will be required to provide computer equipment and other office materials as needed.

IV. NATURE OF SERVICES REQUIRED

A. General

The City of Perris requires the audit of the City's Comprehensive Annual Financial Report and the Financial Statements of the Component Units for the fiscal years ending June 30, 2019, 2020, and 2021. The audits are to be performed in accordance with the provisions contained in this request for proposals, all applicable laws and auditing standards. The auditor shall express opinion on the fair presentation of the CAFR and the Component Units financial statements as listed below.
• City-wide CAFR
• Perris Community Economic Development Corporation Financial Statements
• Perris Housing Authority Financial Statements
• Perris Joint Powers Authority Financial Statements
• Perris Public Utility Authority Financial Statements
• Perris Public Financing Authority Financial Statements

The auditors will perform single audit in line with the Single Audit requirements stipulated in Subpart F, Audit Requirements outlined in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements. The auditor will produce and submit the required Single Audit Report for the fiscal years ending June 30, 2019, 2020 and 2021.

The audit services will also include audit procedures in compliance with the Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII B of the California Constitution. The auditor is required to issue opinion based on the performance of the agreed-upon procedures for the fiscal years ending June 30, 2019, 2020 and 2021.


Finally, the audit services include preparation of the Federal Return of Organization Exempt from Income Tax (Form 990) and California Exempt Organization Annual Information Return (Form 199) of the Perris Community Economic Development Corporation (CEDC) for the fiscal years ending June 30, 2019, 2020 and 2021. CEDC is a 501(c)3 exempt organization.

B. Qualifying Requirements

Qualified Firm

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of California. The firm must have been engaged during the fiscal year ending June 30, 2018, as independent auditors for the purpose of rendering an opinion on the annual financial statements of a California municipality with a population of at least 50,000.

Location

The auditor must have an office located within the State of California, and the resident staff of the audit firm must be able to offer the full range of audit services required by this Request for Proposals.
Non-Discrimination

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of the agreement related to this Request for Proposal and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the City of Perris and may result in ineligibility for further City of Perris contracts. The proposer shall at all times in the proposal and contract process comply with all applicable City of Perris, State of California, and federal anti-discrimination laws, rules, regulations and requirements thereof.

Reports

Each proposer shall submit copies of at least two Comprehensive Annual Financial Reports issued by California municipalities in which their opinion is contained. At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.

Other

Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of municipal audit experience in the State of California. The selection personnel intend to strongly consider municipal audit experience and certification in evaluating the proposer's audit team. It is the City's desire to maintain a consistently qualified team during the term of the engagement. The submitted proposal should contain a list of the current California municipal clients and the California clients lost and gained during the past three calendar years.

C. Scope of Work to be Performed

The City of Perris desires the auditor to express an opinion on the fair presentation of its basic financial statements, the combining and individual non-major fund financial statements and schedules in conformity with generally accepted accounting principles. The auditor is required to conduct the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The auditor will be required to assist the City in the preparation of the CAFR and Component Units financial statements. The City will review and approve the CAFR and financial statements before the printing of the financial statements. The auditor shall be entirely responsible for the printing of 25 bound copies of the CAFR before December 15th each year for the previous fiscal year. A PDF file of the CAFR for posting onto the
City's website will be provided to the City before December 15th as indicated above. The auditor shall perform all required work and provide all reports to comply with audit reporting requirements of the California State Controller. The City shall provide the auditor with the audit instructions letters issued annually by the California State Controller to ensure compliance with the instructions.

D. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with the following:

- Generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants,
- The standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards,
- California State Controller audit instructions letters.

E. Reports to be Issued

After completion of the audit of the fiscal year's financial statements, the auditor shall issue reports as required by generally accepted auditing standards, Government Auditing standards, the Uniform Guidance, and the California State Controller Audit Instructions Letters, including but not limited to the following:

- A report on the fair presentation of the Comprehensive Annual financial Report of the City in conformity with generally accepted accounting principles.
- A report on the fair presentation of the financial statements of the Perris Community Economic Development Corporation (CEDC), Perris Housing Authority, Perris Joint Powers Authority, Perris Financing Authority, and Perris Public Utility Authority in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with Government Auditing Standards.
- Report on Cities Financial Transactions of the City of Perris in compliance with the California State Controller’s instructions Letters.
- A Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance
• A report on agreed-upon Procedures Applied to Appropriations Limits prescribed by Article XIII B of the California Constitution.

The auditor shall communicate in a letter to the City Council any reportable conditions found during the audit. A reportable condition shall be defined as a material weakness or significant deficiency. A **material weakness in internal control over compliance** is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A **significant deficiency in internal control over compliance** is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

**F. Special Considerations**

• The City of Perris must send, in a timely manner, its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review regarding the Certificate of Achievement for Excellence in Financial Reporting program. The City will not allow an extension on submission for this program.

• The City must submit its CAFR and Component Units financial statements in compliance with bonds reporting requirements and cannot entertain any delay in completing the CAFR and component financial statements.

• The City currently anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor’s opinion thereon. The auditor shall be required, if requested by the City’s financial advisor and/or the underwriter, to issue a “consent and citation of expertise” as the auditor and any necessary “comfort letters”.

• The Schedule of Expenditures of Federal/State Awards and related auditor’s report, as well as the reports on compliance and internal controls are not to be included in the comprehensive annual financial report, but are to be issued separately.

**G. Working Papers - Retention and Access**

All working papers and reports must be retained, at the auditor’s expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of Perris of the need to extend the retention period. The auditor will be required to make working papers available, upon request by the City of Perris.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and
allow successor auditors to review working papers relating to matters of continuing accounting significance.

**H. Computer System**

The City of Perris utilizes MUNIS financial software, a product of Tyler Technology. The City can provide limited access to the selected auditor to the financial information system to review/print account balances, transactions and reports.

**I. Availability of Prior Audit Reports and Working Papers**

The selected audit firm will be authorized to review prior audit work papers. The request will need to be made through Ron Carr, Interim Director of Finance of the City of Perris.

**V. TIME REQUIREMENTS**

**A. Proposal Calendar**

The following is a list of key dates regarding this request for proposal:

- Request for proposals issued
- Due date for proposals
- Recommendation of selected firm to Ways & Means Subcommittee
- Notification of selected firm
- City Council approval of contract

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
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<tr>
<td>Request for proposals issued</td>
<td></td>
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<tr>
<td>Due date for proposals</td>
<td>April 3, 2019</td>
</tr>
<tr>
<td>Recommendation of selected firm to Ways &amp; Means Subcommittee</td>
<td>April 19, 2019</td>
</tr>
<tr>
<td>Notification of selected firm</td>
<td>April 25, 2019</td>
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<tr>
<td>City Council approval of contract</td>
<td>April 29, 2019</td>
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**B. Schedule for the Annual Audit**

Each of the following should be completed by the auditor not later than the dates indicated.

1. Initial Audit Plan – Auditor to discuss initial audit plan
2. Audit Request List – Auditor to provide list
3. Interim Work – Auditor to complete interim work
4. Final Audit Plan – Auditor to provide final audit plan
5. Final Audit – Auditor to complete final audit field work
6. Draft Reports – Auditor to provide draft reports
7. City’s Responses and Review of draft reports
8. Final Reports – Auditor to provide signed reports

<table>
<thead>
<tr>
<th>Task</th>
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<tbody>
<tr>
<td>Initial Audit Plan – Auditor to discuss initial audit plan</td>
<td>June 14, 2019</td>
</tr>
<tr>
<td>Audit Request List – Auditor to provide list</td>
<td>June 21, 2019</td>
</tr>
<tr>
<td>Interim Work – Auditor to complete interim work</td>
<td>July 31, 2019</td>
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<tr>
<td>Final Audit Plan – Auditor to provide final audit plan</td>
<td>August 16, 2019</td>
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<td>Final Audit – Auditor to complete final audit field work</td>
<td>October 31, 2019</td>
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<tr>
<td>Draft Reports – Auditor to provide draft reports</td>
<td>November 15, 2019</td>
</tr>
<tr>
<td>City’s Responses and Review of draft reports</td>
<td>November 29, 2019</td>
</tr>
<tr>
<td>Final Reports – Auditor to provide signed reports</td>
<td>December 13, 2019</td>
</tr>
</tbody>
</table>
VI. PROPOSAL REQUIREMENTS

A. General Requirements

1) Inquiries

Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:

City of Perris  
Finance Department  
101 North “D” Street  
Perris, CA 92570  
Attn: Ron Carr, Interim Director of Finance  
RCarr@cityofperris.org  
951.943.4610 x 244

2) Submission of Proposals

For a proposal to be considered, it must contain the information enumerated below and must be received by 4:00pm on April 19, 2019. A PDF version of the proposal should be emailed to RCarr@cityofperris.org on or before April 19, 2019.

A. Proposal Format

- **Title Page** - Title page showing the request for proposals subject; the firm’s name; the name, address and telephone number of the contact person; and the date of the proposal.
- **Table of Contents**
- **Transmittal Letter** - A signed letter of transmittal briefly stating the proposer’s understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for five (5) years.
- **Detailed Proposal** - The detailed proposal should follow the order set forth below.

B. Technical Proposal

1. General Requirements

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the City of Perris in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular
staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

The Technical Proposal should address all the points outlined in this request for proposals (excluding any cost information which should be included in Appendix).

2. Independence

The firm should provide an affirmative statement that it is independent of the City of Perris as defined by generally accepted accounting standards and the U.S. Comptroller General’s Government Auditing Standards (1994). The firm should also list and describe the firm’s professional relationships involving the City of Perris or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit. In addition, the firm shall give the City of Perris written notice of any professional relationships entered into during the period of this agreement.

3. License to Practice in California

An affirmative statement should be included indicating that the firm and all key professional staff are properly qualified to practice in California.

4. Firm Qualifications and Experience

The proposer should state: 1) the size of the firm, 2) the size of the firm’s governmental audit staff, 3) the location of the office from which the work on this engagement will be performed and 4) the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the last three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement regarding whether that quality control review included a review of specific government engagements.

5. Partner, Supervisory and Staff Qualifications and Experience

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each such person is licensed to practice as a certified public accountant in California. Provide information on the government auditing experience of each person, including information on relevant continuing
professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of the staff over the term of the agreement will be assured.

The proposal should identify any consultants or specialists to be utilized. The specialists can only be changed with the prior written permission of the City. Other audit personnel may be changed at the discretion of the firm, provided that replacements have substantially the same or better qualifications or experience.

6. Similar Engagements with Other Government Entities

For the firm’s office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. Specific Audit Approach

The proposal should set forth a work plan, including a detailed explanation of the audit methodology that will be utilized.

8. Identification of Anticipated Potential Audit Problems

The proposal should identify and describe any anticipated potential audit problems, the firm’s approach to resolving these problems and any special assistance that will be requested from the City of Perris.

9. Insurance Requirements and Proposer Guarantees

The City requires the selected firm to have insurance coverage consistent with the details outlined in Appendix C. The proposal should include a statement indicating that the proposing firm is able to provide the required insurance policies.

The proposer is required to complete, sign and attach the Proposer Guarantees and Proposer Warranties Form (Appendix B) as part of the submitted proposal.

C. Cost Proposal

1. Total All-Inclusive Price
The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price should contain all direct and indirect costs including all out-of-pocket expenses. The City of Perris will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

2. Fixed Fees per Fiscal Year by Category

The dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A) that supports the total all-inclusive price. The costs proposal should be provided for each fiscal year of 2018/2019, 2019/2020, and 2020/2021. The Total All-Inclusive Price should combine the prices of the three fiscal years.

3. Cost for preparation of CAFR and Component Units Financial Statements

The cost proposal should contain the fee for preparation of the CAFR and the financial statements of the component units on behalf of the City.

4. Cost for preparation of Financial Transactions Reports

The costs proposal should also contain the fee for preparation of the Cities Financial Transactions Report for the City and the Special Districts Financial Transactions Reports for the Perris Joint Powers Authority, Perris Public Financing Authority and Perris Public Utility Authority.

5. Cost for preparation of the Non-Profit Tax Return

The costs proposal should further contain the fee for preparation of the Federal Return of Organization Exempt from Income Tax (Form 990) and California Exempt Organization Annual Information Return (Form 199) of the Perris Community Economic Development Corporation (CEDC).

6. Rates for Additional Professional Services

If it should become necessary for the City of Perris to request the auditor to render any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the City of Perris and the firm. Any such additional work agreed to between the City of Perris and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal in Appendix A.
VII. EVALUATION PROCEDURES

A. Review of Proposals

A point formula will be used during the review process to score proposals. Each proposal will be scored based on the criteria described below.

B. Evaluation Process

Proposals will be evaluated using the following three (3) sets of criteria:

1. Technical Proposal 60 points
2. Financial Proposal 30 points
3. References 10 points

Total Points 100 points

C. Interviews

During the evaluation process, the City may, at its discretion, invite one or more firms for on-site interviews. The City may develop another set of criteria for final evaluation and scoring, after the interviews.

D. Right to Reject Proposals

Submission of a proposal indicates acceptance of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Perris and the firm selected. The City of Perris reserves the right without prejudice to reject any or all proposals.
APPENDIX A

TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2018/2019

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<thead>
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<th>Standard Hourly Rate</th>
<th>Quoted Hourly Rate</th>
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<td>Partner</td>
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SubTotal: $________

Out-of-pocket Expenses:
- Meals and Lodging: $________
- Transportation: $________
- Other (Specify): $________

Preparation of CAFR and Component Units Financial Statements: $________

Preparation of Financial Transactions Reports for the City and Special Districts: $________

Preparation of Non-Profit Tax Return - Community Economic Development Corporation: $________

Total All-Inclusive Price (Fiscal Year 2018/2019): $________
APPENDIX A – cont'd

TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2019/2020

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<th>Standard Hourly Rate</th>
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<td>SubTotal</td>
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Out-of-pocket Expenses:
- Meals and Lodging $ 
- Transportation $ 
- Other (Specify) $ 

Preparation of CAFR and Component Units Financial Statements $ 

Preparation of Financial Transactions Reports for the City and Special Districts $ 

Preparation of Non-Profit Tax Return - Community Economic Development Corporation $ 

Total All-Inclusive Price (Fiscal Year 2019/2020) $
## APPENDIX A – cont'd

## TOTAL ALL-INCLUSIVE FEES – FISCAL YEAR 2020/2021

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**APPENDIX A – cont’d**

**TOTAL ALL-INCLUSIVE PRICE**

<table>
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<td>Fiscal Year 2020/2021</td>
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<tr>
<td>GRAND TOTAL</td>
<td>$</td>
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</tbody>
</table>
APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

A. The proposer certifies it can and will provide and make available, at a minimum, all services in this request for proposal.

B. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.

C. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the prior written permission of the City of Perris.

D. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: __________________________

Name (typed): ________________________________

Title: ______________________________________

Firm: ________________________________________

Date: ________________________________________
APPENDIX C

CITY OF PERRIS INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Insurance.

The 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:

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.

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 Consultant 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 Consultant in the course of carrying out the work or services contemplated in this Agreement.

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.

Professional Liability Insurance.

A policy of errors and omission professional liability insurance written in amounts of $1,000,000.00 per occurrence and $2,000,000.00 in the aggregate.

All of the above policies of insurance shall be primary insurance and shall name the City, its officers, employees and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. All of said policies of insurance shall
provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are canceled, the Consultant 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 Consultant 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 Consultant agrees that the provisions of this Section 4.1 shall not be construed as limiting in any way the extent to which the Consultant may be held responsible for the payment of damages to any persons or property resulting from the Consultant's activities or the activities of any person or persons for which the 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.

Sub-recipient and contractors shall submit original copies of the applicable insurance forms, including 1) insurance certificate, 2) additionally insured and primary insurance endorsement forms, 3) waiver of subrogation forms, 4) workman's compensation insurance forms, and 5) professional liability insurance certificate to the Program Administrator. Both the insurance certificate, and additionally insured/primary insurance endorsement form shall read: "The City of Perris, its agents, officers, and employees are named as additional insured under the policy. This insurance shall be primary to the coverage of the City of Perris. The City of Perris shall not be required to contribute to any loss." An authorized representative of the insurance company must sign all documents, including the endorsement forms. The insurance must be valid during the life of the agreement.

**Indemnification.**

Consultant 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 Consultant, its agents, employees, subConsultants, or invitees, provided for herein, or arising from the negligent acts or omissions of Consultant hereunder, or arising from Consultant'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.
MEETING DATE: May 14, 2019

SUBJECT: Immanuel House for a fee waiver for use of City facility.

REQUESTED ACTION: That the City Council consider a waiver of rental fees in support of Immanuel House for a graduation ceremony to be held on May 23, 2019 at the Bob Glass Gymnasium.

CONTACT: Arcenio Ramirez, Community Services Manager

BACKGROUND/DISCUSSION:

Immanuel House is a non-profit organization established in the City of Moreno Valley, providing residential services for low-income individuals benefitting from one of their two programs: The Transitional Housing Program for lifers or Addiction Services through the STOP Program. Immanuel House serves adult males who were once sentenced to life in prison, mentally ill and/or addicted to drugs/alcohol. They are requesting a fee waiver for the use of Bob Glass Gym to host their annual graduation celebration on May 23, 2019 from 12:00 p.m. to 5:00 p.m.

In order for the organization to receive a fee waiver, City Council approval is necessary, since their IRS non-profit status is based in the City of Moreno Valley. The total value of the requested fee waiver is $1,100.00, in addition to $350.00 for the security deposit.

BUDGET (or FISCAL) IMPACT: The total rental fees for the Immanuel House Graduation Ceremony is $1,450.00 (Deposit: $350.00 Gymnasium rental fee: $1,100.00). This amount includes the rental and deposit fees for the use of the Bob Glass Gymnasium.

Prepared by: Arcenio Ramirez, Community Services Manager

REVIEWED BY: Sabrina Chavez, Director of Community Services

City Attorney: Eric Dunn
Assistant City Manager: Isabel Carlock
Finance Director: Ron Carr

Attachments: Consent: X
Immanuel House  
PO Box 10271  
Moreno Valley, CA 92552  
April 10th, 2019

Mr. Campbell  
Bob Glass Gymnasium  
[O] North D St  
Perris CA, 92570

Mr. Campbell,

Thank you for giving me a tour of the Bob Glass Gymnasium and facilities this morning. The graduation ceremony we would like to hold on May 23rd, 2019 (12 noon — 5pm) at the Bob Glass Gymnasium is a first of its kind.

Immanuel House is a nonprofit, community based, residential service provider serving low income persons in the western part of Riverside County for over 11 years. The agency serves persons who are mentally ill and/or addicted to drugs/alcohol. We house clients in one of our two programs: The Transitional Housing Program (THP) for lifers or Addiction Services through The STOP Program.

The city of Perris has been gracious enough to permit us to establish our lifer program within the City. The program serves adult males who were once sentenced to life in prison. Through rehabilitation and programs like this in the city of Perris, we are seeing the fruits of our labor in the form of this graduation ceremony. It is with heartfelt gratitude that we are reaching out to the City of Perris for the use of the Bob Glass Gymnasium and a fee waiver. We have invited many dignitaries such as California Governor Gavin Newsom, CDOR Secretary Ralph Diaz and Undersecretary Kathleen Allison, California Board of Prisons, Riverside County Board of Supervisors, City of Perris Council and a host of other dignitaries including the media. For this kind of coverage we want to ensure that the city of Perris gets the due credit for supporting our program efforts.

"Transforming Lives From The Hurts Of Humanity"

Sincerely,

[Signature]

Liz Reid
Date: FEB 05 2010

 IMMANUEL SOBRIETY INC
 C/O ELIZABETH REID
 24999 BRODIAEA AVE
 MORENO VALLEY, CA  92553

Employer Identification Number:
26-3480204

DLN:
17053271325009

Contact Person:
ANGELA M BENDER
ID# 31162

Contact Telephone Number:
(877) 939-5500

Accounting Period Ending:
June 30

Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes

Effective Date of Exemption:
November 7, 2007

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)
IMMANUEL SOBRIETY INC

Sincerely,

Robert Choi
Director, Exempt Organizations
Rulings and Agreements

enclosure: Publication 4221-PC
MEETING DATE: May 14, 2019

SUBJECT: Annexation of DPR 16-00013 (First Perry Logistics) to the City’s Maintenance Districts

REQUESTED ACTION: Open and Close of Public Hearing, Open 3 Ballots and Adoption of 3 Resolutions Ordering the Annexation of DPR 16-00013 to the City’s Maintenance Districts. Giving Final Approval to the Engineer’s Reports, and the Levy of the 2019-2020 Assessments.

CONTACT: Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION: DPR 16-00013 (First Perry Logistics) is a 10.95-acre industrial project under the ownership of First Industrial L.P. The project is located at the southwest corner of Perry Street and Redlands Avenue. As a condition of approval, the project is required to annex into the City’s three maintenance districts.

On March 26, 2019, resolutions were approved stating the City Council’s intention to annex this project into the City’s maintenance districts and set a Public Hearing for May 14, 2019.

BUDGET (or FISCAL) IMPACT: The proposed maximum annual assessments are levied on the property within the annexation. They are subject to Standard Inflation Factors for labor, energy and water. The current maximum annual assessments, by district, are as follows:

<table>
<thead>
<tr>
<th>Maintenance District</th>
<th>Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maintenance District No. 84-1 (streetlights &amp; traffic signals)</td>
<td>$2,128.42</td>
</tr>
<tr>
<td>Landscape Maintenance District (Parkways)</td>
<td>11,034.93</td>
</tr>
<tr>
<td>Landscape Maintenance District (Medians)</td>
<td>9,761.48</td>
</tr>
<tr>
<td>Flood Control Maintenance District No. 1</td>
<td>12,071.31</td>
</tr>
<tr>
<td>Total Maximum Annual Assessment</td>
<td>$34,996.14</td>
</tr>
</tbody>
</table>

Prepared by: Daniel Louie, Wildan Financial Services

REVIEWED BY:
City Attorney
Assistant City Manager
Finance Director

Attachments:
1. Location Map
2. Resolution Ordering the Annexation of DPR 16-00013 to MD 84-1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2019-2020 Assessments.
4. Resolution Ordering the Annexation of DPR 16-00013 to FCMD 1, Giving Final Approval to the Engineer’s Report, and the Levying of the 2019-2020 Assessments.

Consent:
Public Hearing:  x
Business Item:
Presentation:
Other:
ANNEXATION OF DPR 16-0013 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FLOOD CONTROL MAINTENANCE DISTRICT NO. 1

Owner: First Industrial LP

10.95 - ACRE SITE

MD 84-1

16 Street Lights

Contribution towards traffic signals at the intersection of:
Redlands Ave and Harley Knox Blvd 10%
Redlands Ave and Ramona Expressway 10%

LMD 1

Perry Street and Redlands Avenue parkways along the north and east boundaries
Redlands Avenue medians along the east boundary

FCMD 1

Public flood control facilities including a catch basin, 18-, 24-, 30-, and 36-inch storm drain pipes, and appurtenances that channel, contain and convey the storm flow to the Perris Valley Storm Drain Channel.

Improvements also include a 36" RCP and 6-foot wide concrete channel to be maintained on an interim basis until completion of certain master plan facilities.

Standard Inflation Factors (SIF)
1) "Common Labor, Construction Cost Index", ENR
2) Southern California Edison rate increases
3) Eastern Municipal Water District rate increases

MD 84-1 Assessments include SIF 1 and 2
LMD 1 and FCMD 1 Assessments include SIF 1, 2, and 3

<table>
<thead>
<tr>
<th>Facility</th>
<th>Maximum Annual Assessment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Lights and Traffic Signals</td>
<td>$2,128.42</td>
</tr>
<tr>
<td>Landscaped Parkways</td>
<td>$11,162.27</td>
</tr>
<tr>
<td>Landscaped Medians</td>
<td>$9,634.14</td>
</tr>
<tr>
<td>Flood Control Facilities</td>
<td>$12,071.31</td>
</tr>
<tr>
<td>Total Maximum Annual Assessments</td>
<td>$34,996.14</td>
</tr>
</tbody>
</table>
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00013 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 26th day of March 2019, adopt its Resolution of Intention Number 5464 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Maintenance District Number 84-1 (the "District"), which Resolution of Intention Number 5464 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5464, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5464, be done and made.

Section 2. Be it further resolved that:
RESOLUTION NUMBER XXXX

A. The Riverside County assigned fund number for the Maintenance District No. 84-1 and the annexation thereto, is 68-2651.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide for the energy and maintenance of streetlights and traffic signals that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer’s Report is hereby approved and the assessments for Fiscal Year 2019-2020 are hereby levied.

ADOPTED, SIGNED and APPROVED this 14th day of May, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE  ) §
CITY OF PERRIS           )
RESOLUTION NUMBER XXXX

1. 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 14th day of May 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF DPR 16-00013 TO BENEFIT ZONE 142, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2019-2020

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("the City Council") did on the 26th day of March 2019, adopt its Resolution of Intention Number 5467 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Landscape Maintenance District Number 1 (the "District"), which Resolution of Intention Number 5467 was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Resolution of Intention on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5467, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

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

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5467, be done and made.
Section 2. Be it further resolved that:

A. The Riverside County assigned fund number for the Landscape Maintenance District No. 1 and the annexation thereto, is 68-2652.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide landscape maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. That pursuant to Sections 22640 and 22641 of the Code, the City Clerk shall file a certified copy of the diagram and assessment with the Riverside County Auditor-Controller not later than the third Monday in August.

Section 5. Be it finally resolved that the method of assessment in the Engineer’s Report is hereby approved and the assessments for Fiscal Year 2019-2020 are hereby levied.

ADOPTED, SIGNED and APPROVED this 14th day of May 2019.

______________________________
Mayor, Michael M. Vargas

ATTEST:

______________________________
City Clerk, Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE   ) §
CITY OF PERRIS         )
I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of May 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX


WHEREAS, the City Council of the City of Perris, County of Riverside, California (“the City Council”) did on the 26th day of March 2019, adopt its Resolution of Intention Number 5468 to order the therein described work in connection with the annexation and assessment procedures in the City of Perris Flood Control Maintenance District Number 1 (the “District”), and which a Notice of Public Hearing was duly and legally published in the time, form and manner as required by law, shown by the Affidavit of Publication of said Notice on file in the office of the City Clerk; and

WHEREAS, after the adoption of Resolution Number 5468, said Resolution was duly posted in the time, form and manner as required by law, shown by the Affidavit of Posting on file in the office of the City Clerk; and

WHEREAS, after the adoption thereof, notice of the adoption of the Resolution of Intention, a Notice of Public Hearing and an Assessment Ballot were duly mailed to all persons owning real property proposed to be assessed for the improvements described in said Resolution of Intention Number 5468, according to the names and addresses of such owners as the same appears on the last equalized assessment roll for taxes of the County of Riverside or more recent information available to the City of Perris, which said documents were duly mailed in the time, form, and manner as required by law, as appears from the Affidavit of Mailing on file in the office of the City Clerk; and

WHEREAS, said City Council having duly received and considered evidence, oral and documentary, concerning the jurisdiction facts in this proceedings and concerning the necessity for the contemplated work and the benefits to be derived therefrom and said City Council having now acquired jurisdiction to order the proposed maintenance work; and

WHEREAS, said City Council has determined that a majority protest does not exist.

NOW, THEREFORE, BE IT RESOLVED, ADOPTED, SIGNED and APPROVED by the City Council of the City of Perris, California, as follows:
RESOLUTION NUMBER XXXX

Section 1. That the public interest and convenience requires the annexation to the district and levying assessments for maintenance, and said City Council hereby orders that the work, as set forth and described in said Resolution of Intention Number 5468, be done and made.

Section 2. Be it further resolved that:

A. The Riverside County assigned fund number for the Flood Control Maintenance District No. 1 and the annexation thereto, is 68-2657.

B. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 53750 et seq. of the State of California Government Code.

C. The assessments are in compliance with all laws pertaining to the levy of assessments in accordance with Section 22500 et seq. of the State of California Streets and Highways Code.

D. The assessments are levied without regard to the property value.

E. The purpose of the assessments is to provide flood control facility maintenance on those lands that will benefit the parcels being assessed.

Section 3. That the report filed by the Engineer is hereby finally approved; and

Section 4. Be it finally resolved that the method of assessment in the Engineer’s Report is hereby approved and the assessments for Fiscal Year 2019-2020 are hereby levied.

ADOPTED, SIGNED and APPROVED this 14th day of May 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

STATE OF CALIFORNIA  )
COUNTY OF RIVERSIDE  ) §
RESOLUTION NUMBER XXXX
CITY OF PERRIS

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 14th day of May 2019, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

______________________________
City Clerk, Nancy Salazar
MEETING DATE: May 14, 2019

SUBJECT: Annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 29

Project: First Perry Logistics
Owner: First Industrial L.P.
APN: 302-130-042

REQUESTED ACTION:

1.) Open a public hearing on Annexation No. 29 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. 29 the question of annexing such territory and levying of a Special Tax within the area of Proposed Annexation No. 29.

3.) Conduct the Special Election relating to Annexation No. 29.

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. 29, and Ordering the Annexation of such territory, and directing the Recording of a Notice of Special Tax Lien.

CONTACT: Ron Carr, Interim Director of Finance

BACKGROUND/DISCUSSION:

At its meeting on March 26, 2019, 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. 5461 (“Resolution of Intention”), Declaring its Intention to Annex Certain Territory to the District and setting the date of the public hearing to May 14, 2019 as the date for conducting the hearing in connection with the annexation of territory to the District. These actions were taken, as required by law, pursuant to a petition submitted to the property owner of the territory proposed for annexation to the District. The Owner, pursuant to the petition submitted concurrently with the Resolution of Intention, submitted a waiver
concurrently herewith, waiving certain time periods and noticing requirements required by the Mello-Roos Community Facilities Act of 1982 ("the Act") and the Elections Code of the State of California.

The holding of the Public Hearing and adopting of the resolutions submitted with this report and the conduct of this election will complete the annexation of territory to the District. The property owner has waived notice and the time period for conducting the election pursuant to the Act. The Clerk has not received any written protests prior to the hearing.

---

**BUDGET (or FISCAL) IMPACT:**

---

Prepared by: Daniel Louie, Willdan Financial Services

**REVIEWED BY:**

City Attorney
Assistant City Manager
Finance Director

Attachments: 1. Resolution Calling a Special Election for CFD 2001-3 Annexation 29
2. Resolution Declaring the Results of the Special Election for CFD 2001-3 Annexation 29

Consent:
Public Hearing: x
Business Item:
Presentation:
Other:
RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 29 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 29

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 March 26, 2019, has heretofore adopted its Resolution No. 5461 (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 May 14, 2019 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 May 14, 2019; 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 May 14, 2019 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. 29.” 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. 29 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. 29 to the District has been recorded in the Office of the County Recorder of Riverside County, California in Book 83, Page 70 of the Book of Maps of Assessments and Community Facilities Districts (Document Number 2019-0112379).

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. 29.

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. 29 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 May 14, 2019.

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. 29 during each of the ninety (90) days preceding the closing of the May 14, 2019 public hearing regarding the levy of the special tax on the territory within Annexation No. 29 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 May 14, 2019, 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 14th day of May, 2019.
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 14th day of May, 2019, by the following called vote:

AYES: _____________________________________________________________

NOES: ____________________________________________________________

ABSENT: __________________________________________________________

ABSTAIN: _________________________________________________________

City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

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 NUMBER XXXX

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

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

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

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

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

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

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

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

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

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

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

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

**Parcel** means a lot or parcel shown on an assessor’s parcel map with an assigned assessor’s parcel number located in CFD No. 2001-3 based on the last equalized tax rolls of the County.
RESOLUTION NUMBER XXXX

Police & Fire Protection Program means a program adopted by the Council pursuant to Section 53313 of the Act for the provision, in a defined area of benefit, of police and fire protection services that are in addition to those services that would be provided to the area of CFD No. 2001-3 if CFD No. 2001-3 were not in existence.

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

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

Special Tax(es) means any tax levy under the Act in CFD No. 2001-3.

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

Zone A means property designated as Zone A.

C. DURATION OF THE SPECIAL TAX

Duration of Special Tax for Taxable Property in CFD No. 2001-3 shall remain subject to the Special Tax in perpetuity.

D. ASSIGNMENT OF MAXIMUM SPECIAL TAXES

1. Classification of Parcels

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

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 increase in accordance with the Annual Tax Escalation Factor.

E. Setting the Annual Special Tax Levy

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

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

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

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

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

F. Administrative Changes and Appeals

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

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

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.
RESOLUTION NUMBER XXXX

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 29

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 NUMBER XXXX

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. 29

SPECIAL TAX AND APPROPRIATIONS LIMIT ELECTION

May 14, 2019

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 FIRST INDUSTRIAL L.P., as owner or authorized representative of such sole owner of 10.95 acres of the land within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 29 (the “Property”) and represents 11 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. 29 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 MAY 14, 2019 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. 29 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 2019-2020 is $350.06 per Single-Family Residential Unit, $70.01 per Multi-Family Residential Unit and $1,400.24 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: 11

Property Owner: CREDITS HOLDING LLC.

By: ________________________________
RESOLUTION NO. XXXX


The City Council (the “Council”) of the City of Perris, California (the “City”), acting in its capacity as the legislative body (the “Legislative Body”) of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the “District”), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. XXXX adopted on May 14, 2019 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. 29” (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. 5461 adopted on March 26, 2019 (the “Resolution of Intention”); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on May 14, 2019 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 May 14, 2019; 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 May 14, 2019, 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 May 14, 2019, 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 14th day of May, 2019.

______________________________
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 14th day of May, 2019, by the following called vote:

AYES: ____________________________________________________________

NOES: __________________________________________________________ 

ABSENT: _________________________________________________________

ABSTAIN: _________________________________________________________

_______________________________
City Clerk, Nancy Salazar
RESOLUTION NUMBER XXXX

Exhibit A

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 29

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 May 14, 2019, held in

COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 29

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 14th day of May, 2019.

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 NUMBER XXXX

COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 29

STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION

<table>
<thead>
<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</td>
<td>11</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 29, Special Election, May 14, 2019</td>
<td></td>
<td></td>
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</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. 29 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 May 14, 2019 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. 29 pursuant to Article XIIIB of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is $350.05 per Single-Family Residential Unit, $70.01 per Multi-Family Residential Unit and $1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually?
MEETING DATE: May 14, 2019

SUBJECT: Consider Adoption of Resolutions of Necessity to Acquire Real Property for the Widening of Redlands Avenue

REQUESTED ACTION: (1) That the City Council hold a public hearing on the proposed Resolutions of Necessity and (2) adopt the Resolutions of Necessity authorizing the commencement of eminent domain actions to acquire fee simple interests in portions of APNs 303-140-001, 303-140-002, and 303-150-001 ("Interests")

CONTACT: Eric Dunn, City Attorney
Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

Acquisition of the Interests (See Exhibits to proposed Resolutions) is necessary for the widening and improvement of Redlands Avenue between Ramona Expressway and Morgan Street ("Project"). Written offers were presented to each of the Owners of Record ("Owners"), as required by California Government Code Section 7267.2. None of the Owners have accepted the offer made by the City or presented a counteroffer, and consequently, the City has not reached negotiated agreements with any of the Owners. The Interests are necessary for the City to proceed with the Project. Therefore, staff recommends the City Council authorize the acquisition of the Interests through eminent domain.

In accordance with California Government Code Section 1245.235, the City has prepared and mailed notice of this hearing to each of the Owners informing them of their right to appear at this hearing and be heard on the following issues: (1) whether the public interest and necessity require the Project; (2) whether the Project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; (3) whether the Interests are necessary for the Project; (4) whether the offer required by Section 7267.2 of the Government Code has been made to the owner or owners of record, or has not been made because the owner cannot be located with reasonable diligence; and (5) whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

While a hearing on a resolution of necessity is often referred to as a public hearing, the only notice required is 15 days notice by regular mail to the property owner. No published notice is required.
The affirmative vote of two-thirds of all the members of the City Council is required to adopt the Resolutions of Necessity.

COMPLIANCE WITH CEQA

Acquisition of real property by a public agency for the widening of Redlands Avenue is a discretionary action subject to the California Environmental Quality Act ("CEQA").

Environmental impacts of this Project were addressed in the Environmental Impact Report for the Rider Distribution Center, certified on March 31, 2009.

EVIDENCE IN SUPPORT OF THE FINDINGS IN THE RESOLUTIONS

Public acquisition of private property by eminent domain for public streets and right-of-way is authorized by Section 19 of Article I of the California Constitution, California Code of Civil Procedure Sections 1240.010 through 1240.050 and Sections 1240.410 through 1240.430, and Government Code Sections 37350, 37350.5, 37353, and 40404.

Pursuant to California Government Code Section 1240.030, the power of eminent domain may be exercised to acquire property for a proposed project only if all of the following are established:

(a) The public interest and necessity require the project.

(b) The project is planned or located in the manner that will be most compatible with the greatest public good and the least private injury.

(c) The property sought to be acquired is necessary for the project.

In addition, a resolution of necessity must include a finding that the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Redlands Avenue starts at Ellis Ave and extends north past Ramona Expressway. Currently, Redlands Avenue consists of three traffic lanes between Morgan Street and Ramona Expressway. The Project will rehabilitate existing pavement, re-stripe and widen Redlands Avenue five to ten feet along the east side of the roadway to provide for one continuous turn pocket. The existing signal at Ramona Expressway will also be modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Redlands Avenue is identified and discussed in the City’s General Plan Circulation Element. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Redlands Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway. The Interests proposed to be acquired are in the following APNs:
The Interests are only the portions of the properties the City needs at the present time.

The acquisition of the Interests is necessary for the Project because, without the Interests, the Project cannot be constructed.

The City of Perris made offers to the owners of the Interests on March 29, 2017.

REQUIRED FINDINGS AND SUPPORTING EVIDENCE

After the City receives testimony and evidence from all interested parties, the City Council must make a determination as to whether to acquire the Interests by eminent domain and adopt the proposed Resolutions of Necessity (Attachments "A" through "C"). The City must find and determine that based upon all the evidence and the existence of the above stated conditions, (a) public interest and necessity require the project, (b) the project is planned in the manner that will be most compatible with the greatest public good and the least private injury, (c) acquisition by eminent domain is necessary, and (d) the offer required by Government Code Section 7267.2 has been made to the owner or owners of record, or the offer was not made because the owner could not be located with reasonable diligence.

If this action is approved by the City Council, the City Attorney will be instructed to take all steps necessary to commence legal proceedings in a court of competent jurisdiction to acquire the Interests by eminent domain. Counsel will also be directed to seek and obtain an order of prejudgment possession in accordance with the provisions of the eminent domain law so that the City may proceed with the project while eminent domain proceedings are pending in the court.

BUDGET (or FISCAL) IMPACT:

The cost of acquisition of right of way and construction of the Project will be funded with TUMF and local transportation funds.

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:
City Attorney  X
Assistant City Manager
Finance Director  

Attachments:
A. Resolution of Necessity for APN 303-140-001, 303-140-002
01006 0086/541053 2
B. Resolution of Necessity for APN 303-150-001

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:
RESOLUTION NO. ____________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NOS. 303-140-001 AND 310-140-002

WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the “Project” for which the real property described herein to be acquired is the widening and improvement of Redlands Avenue, which generally consists of the widening of Redlands Avenue between Ramona Expressway and Morgan Street (referred to herein as the “Project”); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple (“Interest”) in a portion of certain privately-owned real property located on the southeast corner of Ramona Expressway and Redlands Avenue, in the City of Perris, County of Riverside, California, Assessor’s Parcel Nos. 303-140-001 and 310-140-002; and

WHEREAS, the portion of the property in which the City seeks to acquire the fee simple interest for street right-of-way is described in Exhibit “A” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B” which is incorporated by this reference (hereinafter the “Property”); and

WHEREAS, on or about March 29, 2017 the City made a written offer to acquire the Interest to the record owners of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the
Property have not accepted said offer or otherwise conveyed the Interest to the City as of the date of this Resolution; and

WHEREAS, on April 29, 2019, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interest in certain real property identified as Assessor's Parcel Nos. 303-140-001 and 303-140-002 (a copy of which is attached hereto as Exhibit "C" and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the addresses appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on May 14, 2019, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
(c) Whether the Interest proposed to be acquired is necessary for the Project;
(d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
(e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interest have been met; and

WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interest in the Property for the stated purposes; and

WHEREAS, environmental impacts of this Project were addressed in the Environmental Impact Report for the Rider Distribution Center, certified on March 31, 2009.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:
Section 1. The staff report presented regarding this matter at the May 14, 2019 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired in fee simple consists of a portion of the Property located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 303-140-001, comprising a total of 10,157 square feet, and Assessor's Parcel No. 303-140-002, comprising a total of 11,086 square feet, is described above and in Exhibit "A" and depicted in Exhibit "B".

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Currently, Redlands Avenue consists of three lanes between Morgan Street and Ramona Expressway. The Project will rehabilitate existing pavement, re-stripe and widen Redlands Avenue five to ten feet along the east side of the roadway to provide for one continuous turn pocket. The existing signal at Redlands Avenue and Ramona Expressway will also be modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Redlands Avenue is designated as a Secondary Arterial in the Circulation Element of the City’s General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Redlands Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interest is necessary for the Project because without the Interest, the Project cannot be constructed. The Interest is part of the ultimate width of Redlands Avenue pursuant to the Circulation Element of the City’s General Plan. Acquisition of the Interest is expressly authorized by Section 19 of Article 1 of the California Constitution,
Section 6. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Property, by way of letter dated March 29, 2017, and the owner of record of the Property has not accepted the City’s offer.

Section 7. The City hereby declares its intent to acquire the Interest in a portion of the Property described in Exhibit “A” in the City’s name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interest described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interest in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this 14th day of May, 2019.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

NANCY SALAZAR
CITY CLERK
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
CITY OF PERRIS

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. __________________________ was adopted by the City Council of the City of Perris at a regular meeting held on the 14th day of May, 2019, and that the same was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_________________________________________
NANCY SALAZAR
CITY CLERK
EXHIBIT "A"

LEGAL DESCRIPTION
EXHIBIT "A" - 1
LEGAL DESCRIPTION

BEING A PORTION OF LOT 1 BLOCK 13, OF RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14 PAGE 683 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1 AS SHOWN ON THE MAP OF RIVERSIDE TRACT;

THENCE NORTH 00°34'33" EAST 577.28 FEET ALONG THE WEST LINE OF SAID LOT 1 TO A POINT IN THE SOUTHERLY LINE OF RAMONA EXPRESSWAY AS IN DEED FILED IN BOOK 2360 PAGE 501, OFFICIAL RECORDS OF RIVERSIDE COUNTY;

THENCE SOUTH 89°38'19" EAST ALONG SAID SOUTHERLY LINE 62.20 FEET;

THENCE LEAVING SAID SOUTHERLY LINE SOUTH 84°37'33" WEST 21.57 FEET;

THENCE SOUTH 46°50'23" WEST 32.87 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH SAID WEST LINE OF SAID LOT 1 AND DISTANT 17.00 FEET EASTERLY OF SAID WEST LINE OF LOT 1;

THENCE SOUTH 00°34'33" WEST ALONG SAID PARALLEL LINE 552.55 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 89°25'27" WEST ALONG THE SOUTH LINE OF LOT 1 A DISTANCE OF 17.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 10157 SQUARE FEET, MORE OR LESS.

APN 303-140-001
EXHIBIT "A"  
LEGAL DESCRIPTION

BEING A PORTION OF THE FOLLOWING DESCRIBED LAND.
LOT 2, BLOCK 13 OF RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 14, PAGE 668 OF MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY.

SAID PORTION BEING DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2;

THENCE SOUTH 89°25'27" EAST 17.00 FEET TO THE INTERSECTION OF A LINE THAT IS PARALLEL WITH AND 17.00 FEET EASTERLY OF THE WEST LINE OF SAID PARCEL 2;

THENCE SOUTH 00°34'33" WEST ALONG SAID PARALLEL LINE 602.91 FEET;

THENCE SOUTH 45°39'09" EAST 34.69 FEET;

THENCE SOUTH 00°27'09" WEST 3.00 FEET TO A POINT IN THE SOUTH LINE OF SAID LOT 2;

THENCE NORTH 98°32'51" WEST ALONG THE SOUTH LINE OF SAID LOT 2 A DISTANCE OF 42.06 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE NORTTH 00°34'33" EAST ALONG THE WEST LINE OF SAID LOT 2, A DISTANCE OF 630.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11086 SQUARE FEET, MORE OR LESS.

APN 303-140-002 LIN PROPERTY INV.
EXHIBIT "B"

LEGAL DESCRIPTION PLAT
EXHIBIT "B" 1

A PORTION OF LOT 1, BLOCK 13 OF RIVERSIDE TRACT MAP
RECORDED IN BOOK 14, PAGE 868 OF MAPS, IN THE CITY OF PERRIS,
IN THE OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA

CENTERLINE OF CONSTRUCTION

C/L RAMONA EXPRESSWAY

NW CORNER LOT 1

SOUTH LINE OF RAMONA EXPRESSWAY PER DEED
NI BK 2360 PAGE 501, O.R.

PROPOSED CURB

LOT 1
BLK. 13

RIVERSIDE TRACT
M.B. 14/668
RECORDS OF
SAN DIEGO COUNTY

APN: 303-140-001

APN: 303-140-002

LINE DATA

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<td>N 46°50'23&quot; E</td>
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WEST LINE
LOT 1

30' 30'

SOUTH LINE
LOT 1

30' 30'

Prepared by HILLWIG-GOODROW, INC.: 31407 Outer Hwy. 10, Redlands, CA 92373 (888) 626-5137

ALAN C. HILLWIG, PLS 5137
LICENSE EXPIRES: 6-30-15

SCALE: 1" = 100'
FILE NO.: 516-023
DATE: JANUARY 2015
SHEET 1 OF 1
EXHIBIT "B" 2
A PORTION OF LOT 2, BLOCK 13 OF RIVERSIDE TRACT PER
MAP RECORDED IN BOOK 14, PAGE 668 OF MAPS, IN THE
OFFICE OF THE COUNTY RECORDER, COUNTY OF SAN DIEGO,
STATE OF CALIFORNIA

NW CORNER
LOT 2
P.O.B.

APN: 303-140-001

NORTH LINE
LOT 2

LOT 2
BLK. 13

RIVERSIDE TRACT
M.B. 14/668
RECORDS OF
SAN DIEGO COUNTY

APN: 303-140-002

C/L REDLANDS AVENUE

C/L DAWES STREET

WEST LINE
LOT 2

APPROX. 17'

30'

L1  S89°25'27"E  17.00'
L2  S45°39'09"E  34.68'
L3  S00°27'09"W  3.00'
L4  N89°32'51"W  42.06'

LINE DATA
NO.  BEARING             LENGTH
    1    S89°25'27"E      17.00'
    2    S45°39'09"E      34.68'
    3    S00°27'09"W      3.00'
    4    N89°32'51"W      42.06'
EXHIBIT "C"

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY
April 29, 2019

The Perris Property Trust and
Lin Property Investment, LLC
1134 Bramford Ct.
Diamond Bar, CA 91765

Re: APN: 303-140-001 and 303-140-002
Property: Southeast corner of Ramona Expressway and Redlands Avenue,
Perris, CA
Subject: Resolution of Necessity

Dear Property Owner:

On March 29, 2017, the City of Perris (the “City”) made an offer to purchase a portion of the properties identified as Assessor’s Parcel Numbers 303-140-001 and 303-140-002 in the City of Perris, California, located at the southeast corner of Ramona Expressway and Redlands Avenue. The City reiterates its previous offer to purchase said Interests for $ [redacted] subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said Interests by eminent domain. The City’s governing body will consider that resolution at a meeting to be held at the following time and place:

Date: May 14, 2019
Time: 6:30 p.m.
Location: City of Perris, City Hall, Council Chambers, 101 North D Street,
Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the property sought to be acquired is necessary for the project;
4. Whether the offer required by Section 7267.2 of the Government Code has been made to the owner(s) of record; and
5. Whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City's authority to acquire portions of the property through its use of the power of eminent domain.

Neither the pendency of the City’s consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents further negotiations from occurring for the acquisition of said Interests, and the City will be most willing to continue such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Richard Belmudez, City Manager at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP

Nicolas D. Papajohn
Associate

NDP:

cc: Habib Motlagh, City Engineer (via email)
    Eric Dunn, City Attorney (via email)
    June Ailin, Special Counsel (via email)
RESOLUTION NO. ____________________________

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, DECLARING THAT PUBLIC INTEREST AND NECESSITY REQUIRE ACQUISITION OF FEE SIMPLE INTEREST IN A PORTION OF THE PROPERTY KNOWN AS ASSESSOR'S PARCEL NO. 303-150-001

WHEREAS, for the public purposes set forth herein, the City of Perris, California is authorized to acquire property through the exercise of eminent domain pursuant to Section 19 of Article 1 of the California Constitution, Section 1240.010 through 1240.050 of the California Code of Civil Procedure, and Sections 37350, 37350.5, 37353, and 40404 of the California Government Code; and

WHEREAS, the “Project” for which the real property described herein to be acquired is the widening and improvement of Redlands Avenue, which generally consists of the widening of Redlands Avenue between Ramona Expressway and Morgan Street (referred to herein as the “Project”); and

WHEREAS, in order to carry out and make effective the principal purpose of the Project, it is necessary for the City of Perris to acquire street right-of-way in fee simple (“Interest”) in a portion of certain privately-owned real property located on the southeast corner of Dawes Street and Redlands Avenue, in the City of Perris, County of Riverside, California, Assessor’s Parcel No. 303-150-001; and

WHEREAS, the portion of the property in which the City seeks to acquire the fee simple interest for street right-of-way is described in Exhibit “A” which is attached hereto and incorporated by this reference, and depicted on the diagram attached hereto as Exhibit “B” which is incorporated by this reference (hereinafter the “Property”); and

WHEREAS, on or about March 29, 2017 the City made a written offer to acquire the Interest to the record owners of the Property at an amount that was not less than the appraised fair market value in compliance with Government Code Section 7267.2(a), and the owners of the
Property have not accepted said offer or otherwise conveyed the Interest to the City as of the date of this Resolution; and

WHEREAS, on April 29, 2019, a Notice of Intent to Adopt a Resolution of Necessity for Acquisition of the Interest in certain real property identified as Assessor’s Parcel No. 303-150-001 (a copy of which is attached hereto as Exhibit “C” and incorporated by this reference) was mailed to all persons whose names appear on the last equalized County Assessment Roll as having an ownership interest in the Property, and to the addresses appearing on said Roll, which Notice of Hearing advised said persons of their right to be heard on the matters referred to therein on the date and at the time and place stated therein; and

WHEREAS, the hearing that was the subject of said Notice of Hearing was held on May 14, 2019, at the time and place stated therein and all interested parties were given an opportunity to be heard on the following matters:

(a) Whether the public interest and necessity require the Project;
(b) Whether the Project is planned or located in a manner which is most compatible with the greatest public good and the least private injury;
(c) Whether the Interest proposed to be acquired is necessary for the Project;
(d) Whether an offer meeting the requirements of Government Code Section 7267.2 has been made to the owner or owners of record;
(e) Whether all other prerequisites for the exercise of eminent domain to acquire the Interest have been met; and

WHEREAS, the City Council, as a result of such hearing, has determined that the public health, safety, and welfare require the City to acquire the Interest in the Property for the stated purposes; and

WHEREAS, environmental impacts of this Project were addressed in the Environmental Impact Report for the Rider Distribution Center, certified on March 31, 2009.

NOW THEREFORE, BE IT RESOLVED, that the City Council hereby does find, determine, and declare based upon evidence presented to it as follows:
Section 1. The staff report presented regarding this matter at the May 14, 2019 hearing is incorporated herein by this reference. The facts referenced in this Resolution and the staff report, and specifically the recitals above, are found to be true and are incorporated herein by this reference. The findings made by the City Council herein are supported by substantial evidence contained in the record of this proceeding.

Section 2. The street right-of-way to be acquired in fee simple consists of a portion of the Property located within the City of Perris, County of Riverside, State of California, Assessor's Parcel No. 303-150-001, comprising a total of 11,085 square feet, is described above and in Exhibit “A” and depicted in Exhibit “B”.

Section 3. The public interest, convenience, and necessity require the Project to accommodate growth and development as anticipated in the Land Use Element. Redlands Avenue starts at Ellis Avenue and extends north past Ramona Expressway. Currently, Redlands Avenue consists of three lanes between Morgan Street and Ramona Expressway. The Project will rehabilitate existing pavement, re-stripe and widen Redlands Avenue five to ten feet along the east side of the roadway to provide for one continuous turn pocket. The existing signal at Redlands Avenue and Ramona Expressway will also be modified to match new improvements. The Project will improve traffic safety and emergency vehicle response times.

Section 4. The Project is planned in the manner which will be the most compatible with the greatest public good and the least private injury. Redlands Avenue is designated as a Secondary Arterial in the Circulation Element of the City’s General Plan. Widening the existing roadway is the only practical means of achieving the necessary traffic capacity. Re-routing Redlands Avenue would be cost prohibitive and have a greater impact on private property owners because more private property would need to be acquired than is necessary for widening the existing roadway.

Section 5. The acquisition of the Interest is necessary for the Project because without the Interest, the Project cannot be constructed. The Interest is part of the ultimate width of Redlands Avenue pursuant to the Circulation Element of the City’s General Plan. Acquisition of the Interest is expressly authorized by Section 19 of Article 1 of the California Constitution,
California Code of Civil Procedure Sections 1240.010 through 1240.050 and Government Code Sections 37350, 37350.5, 37353, and 40404.

Section 6. The offer required by Government Code Section 7267.2 has been made to the owners of record of the Property, by way of letter dated March 29, 2017, and the owner of record of the Property has not accepted the City's offer.

Section 7. The City hereby declares its intent to acquire the Interest in a portion of the Property described in Exhibit “A” in the City’s name, in accordance with the provisions of the law of the State of California and finds that all conditions, statutory requirements and prerequisites to the exercise of eminent domain to acquire the Interest described herein and the Project have been complied with by the City.

Section 8. The law firm of Aleshire & Wynder, LLP, is hereby authorized and directed to prepare, institute, and prosecute in the name of the City such proceedings, in the Court having proper jurisdiction thereof, as may be necessary for the acquisition of the Interest in a portion of the Property in accordance with the provisions of the California Eminent Domain Law and the Constitution of California. Said counsel are also authorized and directed to obtain any necessary order of the Court granting the City the right of immediate possession and occupancy of the Property.

PASSED, APPROVED and ADOPTED at a regular meeting of the City Council of the City of Perris this 14th day of May, 2019.

MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST:

NANCY SALAZAR
CITY CLERK
STATE OF CALIFORNIA )
COUNTY OF RIVERSIDE ) ss.
CITY OF PERRIS )

I, NANCY SALAZAR, City Clerk of the City of Perris, California, do hereby certify that Resolution No. __________________ was adopted by the City Council of the City of Perris at a regular meeting held on the 14th day of May, 2019, and that the same was adopted by the following vote:

AYES:


NOES:


ABSENT:


ABSTAIN:

____________________________________
NANCY SALAZAR
CITY CLERK
EXHIBIT “A”

LEGAL DESCRIPTION
EXHIBIT "A"
LEGAL DESCRIPTION

BEING A PORTION OF THE FOLLOWING DESCRIBED LAND.

LOT 1, BLOCK 18 OF RIVERSIDE TRACT, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP IN BOOK 14, PAGE 668 OF MAPS, RECORDS OF THE COUNTY OF SAN DIEGO.

SAID PORTION BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 1;

THENCE SOUTH 89°32'51" EAST ALONG THE NORTH LINE OF SAID LOT 1 A DISTANCE OF 41.94 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00°27'09" WEST 3.00 FEET;

THENCE SOUTH 46°41'09" WEST 34.62 FEET TO A POINT IN A LINE THAT IS PARALLEL WITH AND DISTANT 17.00 FEET EASTERLY OF THE WEST LINE OF SAID LOT 1;

THENCE SOUTH 00°34'33" WEST ALONG SAID PARALLEL LINE 603.15 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1;

THENCE NORTH 89°25'27" WEST 17.00 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1;

THENCE NORTH 00°34'33" EAST ALONG THE WEST LINE OF SAID LOT 1 A DISTANCE OF 630.06 FEET TO THE NORTHWEST CORNER OF LOT 1 AND THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 11085 SQUARE FEET, MORE OR LESS.

APN 303-150-001 ASIAN INV. SERVICE
EXHIBIT “B”

LEGAL DESCRIPTION PLAT
EXHIBIT “C”

NOTICE OF INTENT TO ADOPT RESOLUTION OF NECESSITY
April 29, 2019

Chi Fen Pan and Frederick Tochertman, Trustees of the Asian Investor Service Inc. Retirement Plan Trust Dated January 1, 2001
Ming Cheng Hung
Sun Chang Lin and Chun Ihsiang Lin Pan as Trustees of the Sun Lin & Chun Pan Living Trust 2005 Dated October 17, 2005
2215 Cascade Way
Rowland Heights, CA 91748-5033

Re: APN: 303-150-001
Property: Southeast Corner of Dawes Street and Redlands Avenue, Perris, CA
Subject: Resolution of Necessity

Dear Property Owner:

On March 29, 2017, the City of Perris (the “City”) made an offer to purchase a portion of the property identified as Assessor’s Parcel Number 303-150-001 in the City of Perris, California, located at the southeast corner of Dawes Street and Redlands Avenue. The City reiterates its previous offer to purchase said Interest for $_______ subject to the conditions stated in the offer.

You are also hereby notified that the City intends to consider the adoption of a resolution of necessity authorizing acquisition of said Interests by eminent domain. The City’s governing body will consider that resolution at a meeting to be held at the following time and place:

Date: May 14, 2019
Time: 6:30 p.m.
Location: City of Perris, City Hall, Council Chambers, 101 North D Street, Perris, California

You have the right to appear at the meeting and be heard on the following issues:

1. Whether the public interest and necessity require the project;
2. Whether the project is planned and located in the manner that will be most compatible with the greatest public good and the least private injury;
3. Whether the property sought to be acquired is necessary for the project;

4. Whether the offer required by Section 7267.2 of the Government Code has been made to the owners(s) of record; and

5. Whether the offer required by Section 7267.2 of the Government Code was made in the form and substance required by law.

NOTICE: If you fail to file a written request to be heard at the hearing within 15 days after the date of this letter, then the City may decide not to hear or consider any evidence which you may have to present. Please also be advised that, if you do not appear and present information to the City at the hearing, then you may be precluded from later challenging the City’s authority to acquire portions of the property through its use of the power of eminent domain.

Neither the pendency of the City’s consideration of the resolution of necessity, nor the initiation of formal eminent domain proceedings, in any way prevents further negotiations from occurring for the acquisition of said Interests, and the City will be most willing to continue such negotiations.

If you have any comments or questions, please do not hesitate to contact me at (949) 223-1170 or Richard Belmudez, City Manager at (951) 943-6100.

Thank you for your cooperation in this matter.

Very truly yours,

ALESHIRE & WYNDER, LLP

Nicolas D. Papajohn
Associate

NDP:

cc: Habib Motlagh, City Engineer (via email)
    Eric Dunn, City Attorney (via email)
    June Aillin, Special Counsel (via email)
9.D.

CITY OF PERRIS
CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2019

SUBJECT: Resolution No. (Next In Order), Approving the 2019-2024 Consolidated Plan with Analysis of Impediments to Fair Housing Choice and the FY 2019-2020 Action Plan with proposed funding for the Community Development Block Grant (CDBG) program. Applicant: City of Perris Housing Authority

REQUESTED ACTION: ADOPT Resolution No. (Next In Order), Approving the 2019-2024 Consolidated Plan with Analysis of Impediments to Fair Housing Choice and the FY 2019-2020 Action Plan with proposed funding for the Community Development Block Grant (CDBG) program.

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

BACKGROUND/DISCUSSION:

The City of Perris 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 that earn less than 80% of the area median income (AMI) and reside in an eligible area. The funds must support: 1) decent housing; 2) suitable living environments; and 3) expand economic opportunities for income qualified individuals. Activities must meet one of three national HUD objectives for CDBG: 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., natural 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).

As part of the process to receive entitlement funds, the City is required to have a Consolidated Plan and an Annual Action Plan in place. 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 initial Five-Year Consolidated Plan (2009-2014) on May 12, 2009 and its second Five-Year Consolidated Plan (2014-2019) on May 13, 2014. The City is in the final year (fifth) of its current Consolidated Plan (2014-2019) which will expire on June 30th 2019.


The Five-Year Consolidated Plan is a comprehensive analysis of housing and community development needs, including the strategy to address those needs, and an action plan to implement programs that meet those needs. This single document consolidates the planning, application, and reporting requirements of several programs overseen by HUD. The Annual Action Plan focuses primarily on the actions that will be funded in the upcoming year. The Plan must be published for a thirty day public comment period prior to its submittal to HUD. Any comments received during this period may be included in the Annual Action Plan. The draft Consolidated Plan and the Action Plan was available for public review beginning March
08, 2019 through May 14, 2019 at the Housing Authority public counter. This public hearing is the first of two meetings required to approve the Consolidated Plan and the Annual Action Plan for submission. The final meeting for adoption of the Annual Action Plan is tentatively scheduled for May 14, 2019. A copy of the Consolidated Plan with Analysis of Impediments (AI) to Fair Housing Choice is attached with this report.

Analysis to Impediments to Fair Housing Choice (AI)

In addition to HUD’s requirement of a Consolidated Plan to receive entitlement funds, HUD also mandates that CDBG programs affirmatively further fair housing opportunities. Thus, HUD recommends that the AI be updated every 3 to 5 years.

The AI is an extension of the Consolidated Plan. It provides documentation of existing, perceived and potential Fair Housing concerns and specific action strategies designed to mitigate or eliminate obstacles to housing choice for residents in the City of Perris. The AI Study is a strategic planning and policy development resource for local decision-makers, staff, service providers, the private sector, and community leaders.

The AI is an integral component of the Fair Housing planning process and consists of a review of both public and private barriers to housing choice and involves a comprehensive inventory and assessment of the conditions, practices, laws and policies that impact housing choice within a jurisdiction. The AI and any accompanying Supplemental HMDA Data will assist in Fair Housing planning in the city. The attached AI was developed in conjunction with the Consolidated Plan.

Citizen Participation

In accordance with Federal regulations at 24 CFR 91.105 and 91.200, the City implemented a citizen participation process during the development of the Consolidated Plan and AI. The public was informed of the development of the 2019-2020 Consolidated Plan and AI through various community outreach efforts that included public information booths and surveys at City sponsored events that included the End of Summer Splash (September 14, 2018), Harvest Festival (October 19, 2018), and Veterans Day Parade (November 3, 2018). The City further held two community meetings on October 18, 2018 and January 10, 2019, where residents were encouraged to provide input on community issues that helped staff prioritize program and project needs in Perris. A separate stakeholder meeting was held on January 10, 2019 consisting of government agencies, non-profits and private entities. That meeting included a community needs survey that tailored specific to stakeholders invited to that meeting. All surveys were made available in English and Spanish.

Having received community input from all the aforementioned surveys and meeting efforts, the Consolidated Plan and AI were completed and made available to the public for review and comments on March 8, 2019 with the comment period closing on May 14, 2019. These reports are available for public review at city hall at 101 N. D Street, Perris CA 92570.

Annual Fund Amounts

In conformance with the strategy outlined by the Five Year Consolidated Plan, proposed allocations for the 2019-2020 Annual Action Plan are as follow:

**2019-2020 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

| Estimated 2019/2020 CDBG Grant: | $908,522 |
| Estimated Carry-over/Unallocated Funds: | $0 |
| **Total Estimated Funding:** | $908,522 |
CDBG Allowable Distribution of Funds

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Services (15% of new grant)</td>
<td>$136,278.30</td>
</tr>
<tr>
<td>Planning/Administration (20% of new grant)</td>
<td>$181,704.40</td>
</tr>
<tr>
<td>Non-Public Services (Other Eligible Activities)</td>
<td>$590,539.30</td>
</tr>
<tr>
<td>Estimated Carry-over/Unallocated Funds</td>
<td>$0</td>
</tr>
<tr>
<td><strong>Total Estimated Funding</strong></td>
<td><strong>$908,522</strong></td>
</tr>
</tbody>
</table>

Request For Proposals (RFPs) Submittals

This year, the City received twenty applications for CDBG funds, excluding Administration. A list of the agencies that submitted applications is on file in the Perris Housing Authority.

2019-2020 Funding Recommendation Summary

Preliminary funding recommendations were approved by City Council on April 9, 2019. The preliminary funding recommendations, as made by a city council appointed CDBG sub-committee, were based on priorities as established by: prior year funding, survey data and stakeholder input. At the time of the April 9th City Council meeting staff had not yet received a final allocation amount from HUD and allocations were made based on the prior year’s award number and the CDBG sub-committee’s recommendation.

On April 15, 2019, HUD announced the final Fiscal Year 2019 allocations and the FY 2019-2020 allocation for the City of Perris was $905,522. This is a 5% decrease from the FY 2018-2019 allocation and what City Council considered on April 9th. As such, the following recommendations for all entities have been reduced 5% to match the CDBG award amount by HUD:

<table>
<thead>
<tr>
<th>Administration</th>
<th>$181,704</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Service Allocations</td>
<td></td>
</tr>
<tr>
<td>Riverside Fair Housing Council: Fair Housing Program</td>
<td>$24,700</td>
</tr>
<tr>
<td>Boys &amp; Girls Club of Menifee Valley: Before &amp; After School Program</td>
<td>$14,250</td>
</tr>
<tr>
<td>Family Service Association: Senior Nutrition Program</td>
<td>$18,988</td>
</tr>
<tr>
<td>Oak Grove Center: Full STEAM Ahead</td>
<td>$9,940</td>
</tr>
<tr>
<td>Life Lifters International: Community Life Program</td>
<td>$14,250</td>
</tr>
<tr>
<td>Perris Valley Youth Association: Mentoring Program</td>
<td>$28,500</td>
</tr>
<tr>
<td>Love 4 Life Association: Unbreakable Project</td>
<td>$11,400</td>
</tr>
<tr>
<td>Perris Community Economic Development Corp: Military Employment Program</td>
<td>$14,250</td>
</tr>
<tr>
<td><strong>TOTAL PUBLIC SERVICE ALLOCATIONS</strong></td>
<td><strong>$136,278</strong></td>
</tr>
</tbody>
</table>

| Non-Public Service Allocations |
| Perris Engineering Office: Citywide Sidewalk Improvements | $236,088 |
| Perris Community Svcs Dept: GEAR- Getting Everyone to Actively Ride | $122,088 |
| Habitat for Humanity: Senior Minor Home Repair & Maintenance Program | $28,500 |
| Perris Community Economic Development Corp: Perris Microenterprise Financial Assistance Program | $93,589 |
| Perris Community Economic Development Corp: Perris Commercial Rehabilitation Program | $110,274 |
| **TOTAL NON-PUBLIC SERVICE ALLOCATIONS** | **$590,539** |
| **TOTAL ESTIMATED CDBG ALLOCATIONS** | **$908,522** |

California Environmental Quality Act (CEQA)

The Five-Year Consolidated Plan update with the Analysis of Impediments to Fair Housing Choice and FY 2019-2020 Action Plan as planning documents are not subject to the California Environmental Quality Act
(CEQA) as they would not result in a direct or reasonably foreseeable physical change in the environment pursuant to State CEQA Guidelines 15060 (c)(2) nor considered a project pursuant to State CEQA Guidelines 15060 (c)(3).

PUBLIC NOTICE: Notice was published on March 08, 2019, 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 Draft 2019-2024 Consolidated Plan with AI to Fair Housing Choice and the 2019-2020 Annual Action Plan prior to adoption of the plan.

BUDGET (or FISCAL) IMPACT: The fiscal impact to the FY 2019-2020 City Operating Budget is an increase in revenue of $956,438.

Prepared by: Sara Cortés de Pavón, Grants Manager

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

City Attorney
Assistant City Manager
Finance Director

Attachments: 1. Resolution No. (Next in order)

Consent:
Public Hearing: X
Business Item:
Presentation:
Other:
Attachment #1

RESOLUTION NO. (Next in order)


WHEREAS, the City of Perris, pursuant to 24 CFR 91.200 (d) and 91.220 (b), developed a FY 2019 – FY 2024 Consolidated Plan that coordinates all elements of planned community development in the City to include housing, neighborhood development, economic development, and public services and which is attached hereto and incorporated herein by this reference in Exhibit “A” (“5-Year Consolidated Plan”); and

WHEREAS, the 5-Year Consolidated Plan includes the following four major components: Needs Assessment; Housing Market Analysis; Housing and Community Development Five-Year Strategic Plan; and One-Year Action Plan; and

WHEREAS, the 5-Year Consolidated Plan, as one of its chapters, includes the 2019-2020 Annual Action Plan, which is further attached hereto and incorporated herein by this reference in Exhibit “B,” that provides $908,522 worth of Community Development Block Grant (“CDBG”) related programs and projects that were reviewed and approved by a City Council appointed CDBG sub-committee; and

WHEREAS, the City of Perris has also developed an Analysis of Impediments to Fair Housing Choice, which is attached hereto and incorporated herein by this reference in Exhibit “C,” that presents a demographic profile of the City of Perris, assesses the extent of fair housing issues among specific groups, and evaluates the availability of a range of housing choices for all residents.; and

WHEREAS, pursuant to Federal regulations the City Housing Authority solicited public input on the 5-Year Consolidated Plan at the City’s End of Summer Splash (September 14, 2018); the City’s Harvest Festival (October 19, 2018); the City’s Veterans Day Parade (November 3, 2018); two community meetings on October 18, 2018 (notice of such meeting was published on October 3, 2018) and January 10, 2019; and a separate stakeholder meeting consisting of regional government agencies, non-profits and private entities on January 10, 2019 (144 agencies were sent a postcard mailer on December 27, 2019); and

WHEREAS, the 5-Year Consolidated Plan, which includes as one of its sections the FY 2019-2020 Annual Action Plan and contains the above-mentioned funding recommendations for the CDBG Federal Entitlement Program, and the Analysis of Impediments to Fair Housing Choice was made available to the public for review and comment on March 8,
2019, at Perris City Hall, 101 N. D Street, Perris, CA 92570, with the comment period closing on May 14, 2019.

WHEREAS, on April 9, 2019, the City Council conducted a duly noticed public hearing in which it accepted public input and considered the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the approvals herein are final for inclusion in the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice; and

WHEREAS, on May 14, 2019, the City Council held a duly noticed public hearing to solicit public input on the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice; and

WHEREAS, the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice as planning documents are not subject to the California Environmental Quality Act (CEQA) as they would not result in a direct or reasonably foreseeable physical change in the environment pursuant to State CEQA Guidelines 15060 (c)(2) nor considered a project pursuant to State CEQA Guidelines 15060 (c)(3).

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

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

Section 2. That the City Council has determined that the 5-Year Consolidated Plan, which includes as one of its chapters the FY 2019-2020 Annual Action Plan, and the Analysis of Impediments to Fair Housing Choice as planning documents are not subject to CEQA pursuant to Sections 15060 (c)(2) and 15060 (c)(3).

Section 3. That the City Council hereby approves the 5-Year Consolidated Plan, attached hereto and incorporated herein by this reference as Exhibit “A,” which includes the FY 2019-2020 Annual Action Plan and which is further attached hereto and incorporated herein by this reference as Exhibit “B.”

Section 4. That the City Council hereby approves the Analysis of Impediments to Fair Housing Choice, which is attached hereto and incorporated herein by this reference as Exhibit “C.”

Section 5. That the City Council authorizes the City Manager, or his designee, to take all necessary and appropriate actions to carry out this Resolution, including, but not limited to, submitting the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice to the Department of Fair Housing and Urban Development; executing all documents related to the 5-Year Consolidated Plan and the Analysis of Impediments to Fair Housing Choice; and any related administration thereof.
Section 6. 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 May 14, 2019, 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 (next in order) was duly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 14th day of March 2019, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

________________________________________
City Clerk, Nancy Salazar

Resolution Exhibits:

Exhibit A: FY 2019 – FY 2024 Consolidated Plan
Exhibit B: FY 2019 – 2020 Action Plan for CDBG
Exhibit C: Analysis of Impediments to Fair Housing Choice