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, September 29, 2026 | 6:30 PM

City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North D St., Perris, CA

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

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https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings

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PUBLIC PARTICIPATION OPTIONS

TO PROVIDE IN-PERSON PUBLIC COMMENT:

You may provide public comment in-person by filling out a speaker card (optional) and giving it to the City Clerk.

TO PROVIDE ONLINE/AUDIO PUBLIC COMMENT:

To provide audio public comment, connect to the meeting online or by telephone please see below.
Join Online from PC, Mac, iPad or Android: https://us06web.zoom.us/j/83270967568-Use the Raise Hand feature to request to speak
Webinar ID: 832 7096 7568
Join via audio/telephone: +1 669 444 9171 US, +1 346 248 7799 US (Houston), +1 720 707 2699 US (Denver), +1 253 215 8782 US (Tacoma), +1 646 558 8656 US (New York), +1 301 715 8592 US (Washington DC), +1 312 626 6799 US (Chicago)
-Use *9 to request to speak | *6 to unmute/mute

***CLOSED SESSION:* 4:30 p.m.**

ROLL CALL:

Nava, Corona, Rabb, Vallejo, Vargas

A. Conference with Real Property Negotiators – Government Code Section 54956.8
   1. Property: APN(s) 313-272-005 (129 E. 10th Street)
      Negotiating Parties: Edgar and Stephanie Arredondo
      City Negotiator: Clara Miramontes, City Manager
      Under Negotiation: Price and terms of payment

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

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

***1. CALL TO ORDER:* 6:30 p.m.**

2. ROLL CALL:

Nava, Corona, Rabb, Vallejo, Vargas

3. INVOCATION:

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

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

6.A. Presentation by Laura Dania Ortega Figueroa, Consul for Community, Educational, and Cultural Affairs for the Consulate of Mexico in San Bernardino.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

This is the time when any member of the public may bring a matter to the attention of the Mayor and the City Council that is within the jurisdiction of the City Council. The Ralph M. Brown act limits the Mayor's, City Council's, and staff's ability to respond to comments on non-agendized matters at the time such comments are made. Thus, your comments may be agendized for a future meeting or referred to staff. The City Council may discuss or ask questions for clarification, if desired, at this time. ***Public comment is limited to three (3) minutes.***

9. APPROVAL OF MINUTES:

9.A. Consideration to approve the minutes of the Special Joint Meeting held on September 1, 2026 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.

9.B. Consideration to approve the minutes of the Regular Joint Meeting held on September 8, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

10. CONSENT CALENDAR:

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

10.A. Consideration to adopt Proposed Resolution Number (next in order) adopting the State Conflict of Interest Code and amending the list of Designated Employees.

10.B. Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Maintenance District No. 84-1 (Lighting). CUP 24-05152 is located on the southside of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053

10.C. Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Landscape Maintenance District No. 1 (LMD 1). CUP 24-05152 is located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

10.D. Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Flood Control Maintenance District No. 1 (FCMD 1). CUP 24-05152

is located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

10.E. Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 into CFD 1-S (South Perris Public Services District) – Annexation No. 18. CUP 24-05152 is located on the south side of Old Nuevo Road. APN(s): 311-050-053. Owner(s): In-N-Out Burgers, Inc.

10.F. Consideration to approve the City's monthly Check Register for August 2026.

10.G. Consideration to approve Professional Services Agreement with HdL Companies for annual compliance and financial audit services for cannabis businesses in the City for a 2-year term with a contract amount of $288,000.

10.H. Consideration to approve a Professional Service Agreement with Spectrum Business for Internet Services in an amount not to exceed $225,900 for a sixty (60) month term.

10.I. Consideration to award a Public Art Agreement to Mass Murals LLC, for the installation of two (2) public art murals at Foss Field Park located at 138 N. Perris Boulevard, Perris, CA 92570, in the amount of $84,500, for an eight (8) week contract term.

10.J. Consideration to Approve Final Tract Map 24-05025 (FTM 31157) – Final approval of Tentative Tract Map No. 31157 to subdivide 31.04 acres into 132 single-family residential lots, generally located west of Evans Road, south of Nuevo Road, and north of San Jacinto Avenue, in the R-6,000 Zone of the Parkwest Specific Plan. Applicant: Jason Keller, PW Land Investments, LP.

10.K. Consideration to Approve Final Financing Parcel Map 26-00002 (FPM 38811) – Approval of Final Financing Parcel Map No. 38811 to subdivide approximately 197.28 net acres into 4 lots to allow for the sale of the properties associated with the Harvest Landing Specific Plan located north of Walmart Center Drive, south of Orange Avenue, east of Frontage Road, and west of North Perris Boulevard. Applicant: HIP SoCal Properties, LLC

10.L. Consideration to approve Professional Services Agreement with Hushmand Associates, Inc., for compaction and asphalt and concrete material testing services for the Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157) and Public Works Parking Lot Project (F076), in the amount of $177,997.50, for a 200-day contract term.

10.M. Consideration to Approve Professional Services Agreement with Albert A. Webb Associates, for Environmental and Design Engineering Services for the Goetz Road Bridge Replacement and Widening over the San Jacinto River (CIP S160), in the amount of $1,812,224.00, for a four (4) year contract term.

10.N. Consideration to Approve a Professional Services Agreement between the City of Perris and Municipal Project Management Services, LLC to provide Engineering project management support services in the amount not to exceed $125,000 for a one (1) year contract term.

10.O. Consideration to Approve the third, one (1) year extension through Amendment No.1 to First Amended and Restated Agreement for Professional Services between City of Perris

and Left Coast Consultants, Inc., DBA Golden State Consultants, to continue to provide General Engineering Inspection Services in a total not to exceed amount of $900,000.00 for a one (1) year contract term.

10.P. Consideration to Approve IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to December 16, 2026.

10.Q. Consideration to Approve an Employee Travel Policy Including on a Per Diem Basis for Meals.

10.R. Consideration to Approve a Revised City Council Travel Policy Including on a Per Diem Basis for Meals.

10.S. Consideration to approve a Professional Services Agreement between the City of Perris and the Perris Valley Chamber of Commerce in the amount of $90,000 for a term of one (1) year.

11. PUBLIC HEARINGS:

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

11.A. Consideration to Introduce and Conduct the First Reading by Title Only of Ordinance No. (next in order) regarding Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

11.B. Consideration to Adopt Resolution Number (next in order) and Introduce and Conduct the First Reading by Title Only of Ordinance Number (next in order) regarding Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 – A proposal to consider a gated residential development on 13.61 gross acres, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest of Pacific Communities.

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

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

12.A. Consideration to adopt Proposed Resolution Numbers (next in order) regarding financing and issuance of bonds associated with CFD No. 2022-2 (Perris Logistics Center) to finance certain public facilities located outside or within the CFD. Perris Logistics Center has a northern site located at Redlands Avenue and Ellis Avenue and a southern site located at Mapes Road and Goetz Road within the City.

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

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

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

CITY OF PERRIS

9.A.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve the minutes of the Special Joint Meeting held on September 1, 2026 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.

REQUESTED ACTION: Approve the minutes of the Special Joint Meeting held on September 1, 2026 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.

CONTACT: Nancy Salazar, CMC, City Clerk

BACKGROUND/DISCUSSION:
None

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Minutes-September1, 2026 Special Joint City Council Meeting.pdf

ATTACHMENT 1

Minutes-September 1, 2026 Special Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: September 1, 2026

06:00 PM

Place of Meeting: City Council Chambers

1. CALL TO ORDER: 6:00 P.M.

Mayor Vargas called the Special Joint City Council meeting to order at 6:00 p.m.

2. ROLL CALL:

Present: Vallejo, Nava, Corona, Rabb, Vargas

Staff Member's present: City Manager Miramontes, City Attorney Soltani (via Zoom), Assistant City Attorney Jones (via Zoom), City Clerk Salazar

3. PLEDGE OF ALLEGIANCE:

Councilmember Vallejo led the Pledge of Allegiance.

4. PUBLIC COMMENT:

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

5. CLOSED SESSION:

Mayor Vargas noted that the City Council would meet in Closed Session to discuss the Closed Session item listed on the agenda.

The City Council adjourned to Closed Session at 6:02 p.m.

A. Public Employee Evaluation – City Manager-Government Code Section 54957 (b)(1)

The City Council reconvened in open session at 7:23 p.m.

Assistant City Attorney Benjamin Jones reported that the City Council met in Closed Session to discuss the items listed on the agenda. He noted the following: Item A. No reportable action was taken.

6. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:24 p.m.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

9.B.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve the minutes of the Regular Joint Meeting held on September 8, 2026 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.

REQUESTED ACTION: Approve the minutes of the Regular Joint Meeting held on September 8, 2026 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.

CONTACT: Nancy Salazar, CMC, City Clerk

BACKGROUND/DISCUSSION:
None

BUDGET (or FISCAL) IMPACT:
None

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Minutes-September 8, 2026 Regular Joint City Council Meeting.pdf

ATTACHMENT 1

Minutes-September 8, 2026 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: September 8, 2026

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

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

ROLL CALL

Present: Vallejo, Nava, Corona, Rabb, Vargas

Staff Member's present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Sunny Soltani, Director of Development Services Phung, City Engineer Pourkazemi

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

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

There was no Public Comment.

The City Council adjourned to Closed Session at 6:02 p.m.

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

Mayor Vargas called the Regular City Council meeting to order at 7:08 p.m.

2. ROLL CALL:

Present: Vallejo, Nava, Corona, Rabb, Vargas

Staff Members Present: City Manager Miramontes, Assistant City Manager Bugtai, Assistant City Manager Reyna, City Attorney Soltani, City Engineer Pourkazemi, Police Captain Lamb, Fire Chief Scoville, Director of Finance Schenk, Director of Parks and Community Services Ramirez, Director of Development Services Phung, Director of Administrative Services Amozgar, Director of Municipal Enforcement Services Trejo, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:
Pastor Dr. Tarray Deaver

The Carpenter's Church
300 E. 5th Street, Perris, CA

4. PLEDGE OF ALLEGIANCE:

Councilmember Vallejo led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

City Attorney Sunny Soltani reported that the City Council met in Closed Session to discuss the item listed on the agenda. She noted the following:
Item A. No reportable action was taken.

6. PRESENTATIONS/ANNOUNCEMENTS:

There were no Presentations.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee Vice President Miguel Ramirez

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

A. Approved the minutes of the Regular Joint Meeting held on August 25, 2026 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 Marisela Nava to Approve the minutes of the Regular Joint Meeting held on August 25, 2026 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas
NOES:
ABSENT:
ABSTAIN:

10. CONSENT CALENDAR:

City staff has requested that City Council continue Item 10.D to the September 29, 2026, City Council Meeting to allow staff additional time to return with a comprehensive timeline for reopening the street closure.

A. Adopted Resolution Number 6833 regarding annexation of CUP 23-05025 - to Flood Control Maintenance District No. 1 (FCMD 1). CUP 23-05025 is located within the Spectrum Shopping Center; (APN(s) 305-080-082); (Owner(s) Basraon, LLC)

Resolution Number 6833 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF CUP 23-05025 TO BENEFIT ZONE 168, FLOOD CONTROL MAINTENANCE DISTRICT NO. 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON OCTOBER 13, 2026

B. Adopted Resolution Number 6834 regarding annexation of CUP 23-05025 - to CFD 2001-3 (North Perris Public Safety District-Annexation No. 76. CUP 23-05025 is located within the Spectrum Shopping Center; (APN(s) 305-080-082); (Owner(s) Basraon, LLC)

Resolution Number 6834 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 76]

C. Adopted Resolution Number 6835 adopting the Annual Health Plan Premium Adjustment for calendar year 2027 and fixing the employer contribution at the equal amount for employees and annuitants under the Public Employees' Medical and Hospital Care Act.

Resolution Number 6835 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING THE ANNUAL HEALTH PLAN PREMIUM ADJUSTMENT FOR CALENDAR YEAR 2027

D. **This item was continued until September 29, 2026-** Consideration to approve IDI Logistics request to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to October 30, 2026.

The following Councilmember's spoke:
Corona

City Engineer John Pourkazemi was called to speak, to provide an update on the street closure.

E. Approved a Professional Services Agreement between the City of Perris and RK Engineering Group, Inc. to provide General Traffic Engineering services in the amount not to exceed $250,000.00, for a one (1) year agreement term.

F. Approved Amendment No. 1 to First Amended and Restated Agreement for Professional Services between the City of Perris and Terra Pacific, LLC for the third one (1) year extension in the amount not to exceed $350,000, for a one (1) year agreement term.

G. Awarded a Public Works Contract to Commercial Roofing Systems, Inc. for the roof replacement & waterproofing improvements project at 11 South "D" Street (CIP No. F057) in the amount of $278,276.00, plus a 20% contingency totaling $333,931.20.

H. Adopted Resolution Number 6836 approving the amendment of the City's Classification and Compensation Plan to include two (2) new City classifications and authorize the amendment of the City's Pay Range Placement Schedule(s) which sets forth the classification and compensation allocations.

Resolution Number 6836 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING THE AMENDMENT OF THE CITY'S CLASSIFICATION AND COMPENSATION PLAN TO INCLUDE TWO (2) NEW CITY CLASSIFICATIONS AND AUTHORIZE THE AMENDMENT OF THE CITY'S PAY RANGE PLACEMENT SCHEDULE(S) WHICH SETS FORTH THE CLASSIFICATION AND COMPENSATION ALLOCATIONS

I. Approved Second Amendment to Lease Agreement with the Perris Valley Chamber of Commerce (PVCC), extending the lease for the property located at 11 South D Street, APN 313-091-001.

J. Approved Second Amendment to Lease Agreement with Grove Community Church, extending the lease for the property located at 11 South D Street, APN 313-091-001.

K. Approved Second Amendment to Lease Agreement with Love 4 Life Association, extending the lease for the property located at 11 South D Street, APN 313-091-001.

L. Conducted the Second Reading by title only and adopted Ordinance Number 1478 amending Chapter 8.05 (Noisy Animals) and related provisions of the Perris Municipal Code.

The Second Reading by title only of Ordinance Number 1478 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, AMENDING (1) SECTION 7.34.080 (DISTURBING, EXCESSIVE, OFFENSIVE NOISES; DECLARATION OF CERTAIN ACTS CONSTITUTING) OF CHAPTER 7.34 (NOISE CONTROL) OF TITLE 7 (HEALTH AND WELFARE), AND (2) CHAPTER 8.05 (NOISY ANIMALS) OF TITLE 8 (ANIMALS) OF THE PERRIS MUNICIPAL

CODE CONCERNING THE REGULATION OF NOISY ANIMALS WITHIN THE CITY

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, with the exception of Item 10.D., which was continued to the September 29, 2026 City Council meeting.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

A. Adopted Resolution Numbers 6837, 6838 and 6839 regarding annexation of CUP 22-05172 (Truck Trailer Terminal) - to the City's Maintenance Districts. CUP 22-05172 is located on the northeast corner of Markham Street and Perris Boulevard; (APN(s) 302-110-021, 302-110-022, 302-110-023, 302-110-024); (Owner(s) Markham Street Partners 2, LLC)

Resolution Number 6837 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 22-05172 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1 (STREETLIGHTS), GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

Resolution Number 6838 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 22-05172 TO BENEFIT ZONE 203, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

Resolution Number 6839 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF CUP 22-05172 TO BENEFIT ZONE 167, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NO. 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2026-2027

City Engineer, John Pourkazemi introduced this item. The staff presentation was waived.

The Mayor opened the Public Hearing at 7:21 p.m. There was no

Public Comment.
The Mayor closed the Public Hearing at 7:21 p.m.

The Mayor asked the City Clerk to open the ballots.

City Clerk Salazar opened the three ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Adopt Resolution Numbers 6837, 6838 and 6839, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

B. Adopted Resolution Numbers 6840 and 6841 regarding annexation of CUP 22-05172 (Truck Trailer Terminal) – CFD 2001-3 (North Perris Public Safety District)-Annexation No. 75. CUP 22-05172 is located on the northeast corner of Markham Street and Perris Boulevard; (APN(s) 302-110-021, 302-110-022, 302-110-023, 302-110-024); (Owner(s) Markham Street Partners 2, LLC)

Resolution Number 6840 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. 75 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 75

Resolution Number 6841 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. 75 AND ORDERING THE ANNEXATION OF SUCH TERRITORY, THE LEVYING OF A SPECIAL TAX WITHIN THE AREA OF ANNEXATION NO. 75 AND DIRECTING THE RECORDING OF A NOTICE OF SPECIAL TAX LIEN

Director of Finance Matthew Schenk introduced this item. The staff presentation was waived.

The Mayor opened the Public Hearing at 7:25 p.m. There was no Public Comment.
The Mayor closed the Public Hearing at 7:25 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Adopt Resolution Number 6840, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

The Mayor asked the City Clerk to open the ballot.

City Clerk Salazar opened the ballot and reported that it was marked YES.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Adopt Resolution Number 6841, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

C. Adopted Resolution Number 6842 approving the Community Development Block Grant (CDBG) Program Year (PY) 2025 and the Second Program Year Consolidated Annual Performance and Evaluation Report (CAPER).

Resolution Number 6842 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING PROGRAM YEAR (PY) 2025, SECOND PROGRAM YEAR CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

Director of Public Services Sabrina Chavez introduced this item and turned it over to Principal Management Analyst Martin Martinez to present on this item.

CDBG Consultant, Lisa Lopez, with Avant-Garde, continued the presentation to give the council a FY 25-26 Consolidated Annual Performance Evaluation Report (CAPER)

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

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Adopt Resolution Number 6842, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

12. BUSINESS ITEMS:

A. Adopted Resolution Number 6843 approving the financing and issuance of bonds associated with CFD No. 2022-4 Improvement Area 1 (Park West) to finance certain public facilities related to Improvement Area No. 1 of the CFD. Improvement Area 1 is located south of Nuevo Road, west of Dunlap Drive within the City of Perris.

Resolution Number 6843 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-4 (PARK WEST) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $12,250,000 IMPROVEMENT AREA NO. 1 TO FINANCE PUBLIC FACILITIES, APPROVING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

Director of Finance, Matthew Schenk introduced this item and turned it over to Municipal Finance Advisor Jim Fabian, with Fieldman, Rolapp & Associates, for presentation.

Mayor Vargas opened the Public Hearing at 7:45 p.m.
There was no public comment.

The Mayor closed the Public Hearing at 7:45 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Adopt Resolution Number 6843, as presented.

AYES: Elizabeth Vallejo, Marisela Nava, Malcolm Corona, David Starr Rabb, Michael Vargas

NOES:

ABSENT:

ABSTAIN:

13. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:
Rabb
Vallejo
Nava
Corona
Vargas

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 7:50 p.m.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

10.A.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) adopting the State Conflict of Interest Code and amending the list of Designated Employees.

REQUESTED ACTION: Adopt Resolution Number (next in order) adopting the State Conflict of Interest Code and amending the list of Designated Employees.

CONTACT: Saida Amozgar, Director of Administrative Services

BACKGROUND/DISCUSSION:

The Political Reform Act of 1974 requires that cities and other local agencies adopt a Conflict of Interest Code. The City of Perris' ("City") code requires disclosure of financial interests of certain employees, consultants and members of Boards and Commissions if these persons are likely to be involved in decision-making that could affect their own financial interests.

All public employees are subject to the State of California's ("State") general conflict of interest laws, which require them to refrain from participating in decisions that may affect their financial interests. In addition, employees in positions designated in the City's Conflict of Interest Code must disclose specified financial interests through annual statements of economic interests filed with the City Clerk's Office.

The City's local Conflict of Interest Code does not include the City Council, Planning Commission, City Manager, City Attorney, City Treasurer, or positions responsible for overseeing public investments. Pursuant to Government Code Section 87200, individuals serving in these positions are required to file statements of economic interests directly with the Fair Political Practices Commission ("FPPC").

The City Council last amended the City's Conflict of Interest Code on September 24, 2024, by Resolution Number 6516. State law requires every local governmental agency to biennially review its conflict of interest code to determine whether it is accurate and up to date.

The list of designated positions is being updated to reflect the City's current position classifications,

duties, and nomenclature. The updated list, which includes additions, deletions, and position name changes, is attached to the resolution.

BUDGET (or FISCAL) IMPACT:
There is no impact to the budget as a result of this item.

Prepared By: Judy Haughney, Assistant City Clerk

Attachments:
1. Conflict of Interest Resolution 2026.docx
1. Exhibit A-Code of Regulations 18730.pdf
1. Exhibit B - 2026 Designated Positions.docx
1. Exhibit C - 2026 Disclosure Categories-Final.docx

ATTACHMENT 1

Conflict of Interest Resolution 2026

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA ADOPTING THE STATE CONFLICT OF INTEREST CODE AND AMENDING THE LIST OF DESIGNATED EMPLOYEES

WHEREAS, Government Code Section 87300, *et seq.*, of the Political Reform Act requires state and local government agencies to adopt conflict of interest codes and amend them on a regular basis; and

WHEREAS, the Fair Political Practices Commission ("FPPC") has adopted a regulation, 2 California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code which the FPPC recommends be adopted by reference; and

WHEREAS, the City of Perris ("City") is a public body, and as such is required to adopt a conflict of interest code.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. The terms of 2 California Code of Regulations Section 18730, a current copy of which is attached hereto as Attachment "A," and any amendments to it hereafter duly adopted by the Fair Political Practices Commission, are hereby adopted and incorporated by reference. Regulation 18730, as amended, and Attachments "B" and "C" to this Resolution, in which members and employees are designated and disclosure categories are set forth and explained, shall constitute the Conflict of Interest Code for the City of Perris.

Section 2. Employees designated in Attachment "B" shall file statements of economic interests (Form 700) with the City Clerk. The City Clerk shall retain a copy of all statements of economic interest and make them available for public inspection and reproduction as required by law.

Section 3. All prior Conflict of Interest Codes and lists of designated employees and positions are hereby repealed.

Section 4. The City Clerk shall certify as to the adoption of this Resolution and cause the filing of the Conflict of Interest Code in the manner prescribed by law.

ADOPTED, SIGNED* and *APPROVED this 29h day of September, 2026.

_____

Michael M. Vargas, Mayor

01006.0001 2194942.1

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 Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council held on the 29th day of September, 2026, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Nancy Salazar
City Clerk
City of Perris

Exhibit A – 18730 Provisions of Conflict of Interest Code
Exhibit B – 2026 Designated Positions
Exhibit C – 2026 Disclosure Categories

ATTACHMENT 1

Exhibit A to Resolution

Code of Regulations 18730

Amend 2 Cal. Code Regs., Section 18730 to read:

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12

months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property is required to be reported, the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds $2,000, exceeds $10,000, exceeds $100,000, or exceeds $1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported, the statement shall contain:

1. The name and address of each source of income aggregating $500 or more in value, or $50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was $1,000 or less, greater than $1,000, greater than $10,000, or greater than $100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported, the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than $10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of ~~$590~~ $630.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than ~~$590~~ $630 in a

calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any

indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed $500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of $500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

a. The date the loan was made.

b. The date the last payment of $100 or more was made on the loan.

c. The date upon which the debtor has made payments on the loan aggregating to less than $250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

1. A loan made to the campaign committee of an elected officer or a candidate for elective office.

2. A loan that would otherwise not be a gift as defined in this title.

3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.

4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.

5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial

effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth $2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth $2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating $500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating ~~$590~~ $630 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made. The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any

governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value $1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer. For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

Investments and interests in real property which have a fair market value of less than $2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In

1 addition, the disclosure of persons who are clients or customers of a business entity is required

2 only if the clients or customers are within one of the disclosure categories of the filer.

3 Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-

4 87302, 89501, 89502 and 89503, Government Code.

ATTACHMENT 1

Exhibit B to Resolution

2026 Designated Positions

EXHIBIT "B"

Designated Positions
and Disclosure Categories

The following positions are held by individuals involved in the making or who participate in the making of decisions which may foreseeably have a material effect on an economic interest. The Mayor, City Council members, Planning Commissioners, City Manager, City Attorney, City Treasurer, and officials who manage public investments are all required to file disclosure statements pursuant to State law and thus are not included herein.

DESIGNATED EMPLOYEES' TITLE OR FUNCTION	DISCLOSURE CATEGORIES ASSIGNED
Accountant I/II	2, 5, 6, 7
Accounting Supervisor	2, 5, 6, 7
Accounting Specialist I, II, III	2, 5, 6, 7
Administrative Technician II, III	1, 2, 6, 7
Animal Control Supervisor	1, 2, 3. 6, 7
Associate Engineer	1, 2, 3, 6, 7
Assistant City Clerk	1, 2, 3, 4, 6, 7
Assistant City Engineer	1, 2, 3, 4, 6, 7
Assistant City Manager	1, 2, 3, 4, 6, 7
Assistant Director of Community Services	1, 2, 3, 4, 6, 7
Associate Engineer	2, 3, 4
Associate/Assistant Planner	2, 3,
Building Official / Fire Marshal	1, 2, 3, 4, 6, 7
Building and Safety Manager	1, 2, 3, 4, 6, 7
Capital Improvement Project Manager	1, 2, 3, 4, 6, 7
Chief Information Officer	6, 7
Counter Services Supervisor	1, 2, 3, 4
Code Compliance Officer I, II, III	1, 2, 3, 4, 7
Code Enforcement Manager	2, 3, 7
Code Compliance Supervisor	1,2,3,4,7
Combination Building Inspectors I, II, III	2, 3, 7
Community Services Supervisor	6, 7
Deputy City Manager	1, 2, 3, 4, 6, 7
Development Services Assistant II/III	1, 2, 6, 7

Digital Media Supervisor	6, 7
Director of Administrative Services	1, 2, 3, 4, 6, 7
Director of Parks and Community Services	1, 2, 3, 4, 6, 7
Director of Development Services	1, 2, 3, 4, 6, 7
Director of Finance	1, 2, 3, 4, 5, 6, 7
Director of Econ. Development	1, 2, 3, 4, 6, 7
Director of Public Works	1, 2, 3, 4, 6, 7
Director of Public Services	1, 2, 3, 4, 6, 7
Director of Municipal Enforcement Services	1, 2, 3, 4, 6, 7
Emergency Operations and Cannabis Compliance Manager	1, 2, 3, 4, 6, 7
Engineering Designer	6, 7
Executive Assistant	6, 7
Economic Development Manager	1, 2, 3, 4, 6, 7
Finance Manager	2, 5, 6, 7
GIS Analyst	6, 7
Human Resources Analyst	6, 7
Human Resources and Risk Manager	1, 2, 6, 7
Human Resources Technician II, III	6,7
Information Technology Supervisor	6, 7
Landscape Maintenance Dist. Inspector	2, 3, 7
Legislative Analyst	1, 2
Management Analyst	2, 5, 6, 7
Management Assistant	1, 2, 3, 4, 6, 7
Network Engineer	6, 7
Operations Supervisor	6, 7
Parks Coordinator	6, 7
Parks Crew Leader	6, 7
Parks Ranger	6, 7
Parks Services Manager	2, 4, 6, 7
Planning Manager	1, 2, 3, 4
Principal Management Analyst	2, 5, 6, 7
Principal Planner	1, 2, 3, 4
Program Assistant	1, 2, 6, 7
Program Aide	1, 2, 6, 7
Program Coordinator	6, 7
Project Coordinator	6, 7
Project Manager	1, 2, 3, 4, 6, 7
Public Information Officer	6, 7

Public Services Manager	1, 6, 7
Public Works Manager	1, 2, 4, 7
Public Works Environmental Coordinator	1, 2, 4, 5, 6, 7
Recreation Coordinator	6, 7
Senior Accounting Specialist	5, 6, 7
Senior Administrative Assistant	6, 7
Senior Animal Control Officer	1, 2, 3, 6, 7
Senior Code Compliance Officer	1, 2, 3, 4, 7
Senior Construction Manager	1, 2, 3, 4
Senior Engineering Inspector	1, 2, 3, 4
Senior Planner	2, 3, 4
Senior Projects Planner	2, 3, 4
Senior Recreation Coordinator	6, 7
Special Districts Supervisor	2, 3, 7
City Clerk	1, 2, 3, 4, 6, 7
City Engineer	1, 2, 3, 4, 6, 7
Fire Chief	2, 3, 7
Police Chief	2, 3, 7
Consultants*	1, 2, 4, 5, 6
Members of the Public Safety Commission	1, 2, 3, 4, 7
Beautification Committee	1, 2, 4
Public Health Supervisor	1, 2, 3, 6, 7
Parks Supervisor	1, 2, 4, 6, 7
Members of the Successor Board to the Redevelopment Agency	1,2,3,4,6,7

* Consultants shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

ATTACHMENT 1

Exhibit C to Resolution

2026 Disclosure Categories

EXHIBIT "C"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property which the designated employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and management positions in and sources of income from, all business entities that do business or own real property in the City, plan to do business or own real property in the City within the next year or have done business or owned real property in the City within the past two years.

Category 2: All interests in real property which is located in whole or in part within, or not more than (2) miles outside, the boundaries of the City.

Category 3: All investments and management positions in, and sources of income from, business entities subject to the regulatory, permit or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year or have been subject to such authority within the past two years.

Category 4: All investments in, and sources of income from, business entities that are engaged in land development, construction or the acquisition or sale of real property in the City, plan to engage in such activities in the City within the next year or have engaged in such activities in the City within the past two years.

Category 5: All investments and management positions in, and sources of income from, business entities that are banking, savings and loan or other financial institutions.

Category 6: All investments and management positions in, and sources of income from, business entities that provide services, supplies, materials, machinery or equipment of a type purchased or leased by the City.

Category 7: All investments and management positions in, and sources of income from, business entities that provide services, supplies, materials, machinery or equipment of a type used or administered by the Designated Employee's Department.

CITY OF PERRIS

10.B.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Maintenance District No. 84-1 (Lighting). CUP 24-05152 is located on the southside of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053

REQUESTED ACTION: That the City Council:
1) Adopt a Resolution Ordering Preparation of the Engineer's Report
2) Adopt a Resolution Preliminarily Approving Engineer's Report
3) Adopt a Resolution of Intention to Annex CUP 24-05152 and setting a public hearing date of November 10, 2026

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Vicinity Map.) The annexation of CUP 24-05152 will allow the City to finance a portion of the annual maintenance costs for the traffic signal at the intersection of Nuevo Road and Old Nuevo Road.

BUDGET (or FISCAL) IMPACT:

The current maximum annual assessment is $240.18. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino- Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics, or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Prepared By: Enrique Najera, Managers Assistant

Attachments:

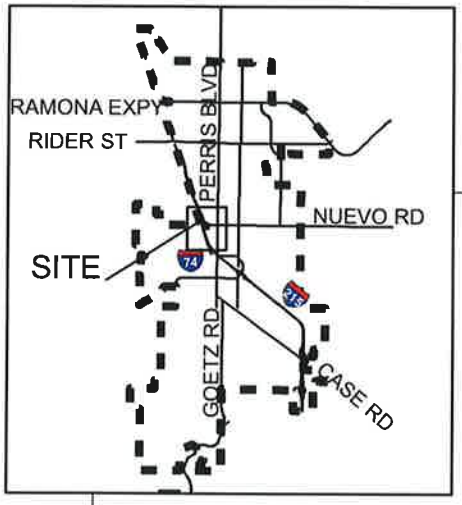
1. Vicinity Map.pdf
2. Resolution to Order Engineer's Report.pdf
3. Engineer's Report.pdf
4. Resolution to Preliminarily Approve Engineer's Report.pdf
5. Resolution of Intent.pdf

Attachment No. 1

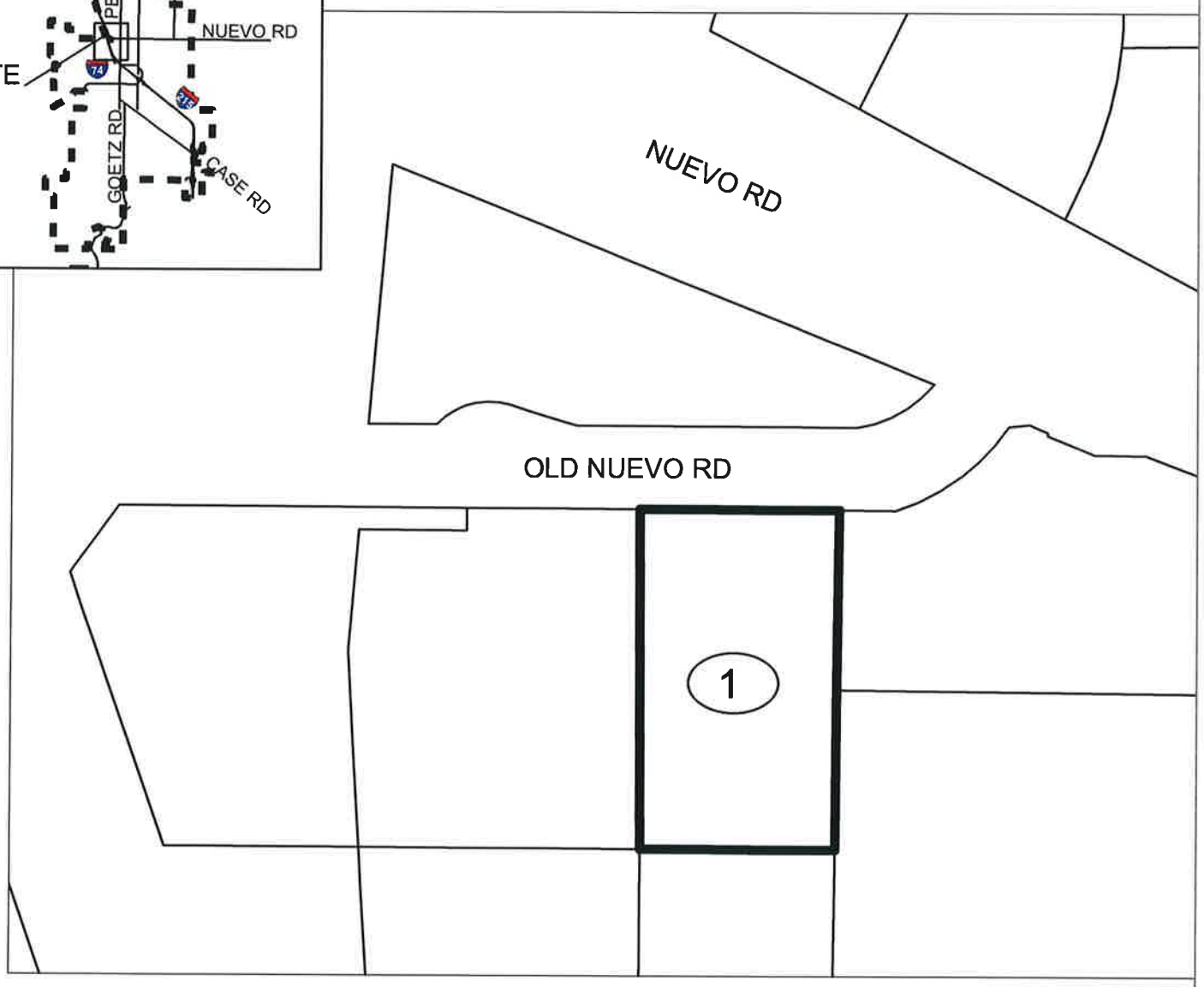
Vicinity Map

DIAGRAM OF ANNEXATION OF CUP 24-05152 TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



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MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment 2

Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 24-05152 INTO MAINTENANCE DISTRICT NO. 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Maintenance District No. 84-1 (the "District"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation of streetlights, traffic signals and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed John Pourkazemi, the City Engineer for the City of Perris, as the "Engineer of Work" for Maintenance District No. 84-1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the streetlights, traffic signals and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That CUP 24-05152 be defined as that area to be annexed to the City of Perris Maintenance District No. 84-1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of CUP 24-05152 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services is hereby appointed for the purpose of assisting in the preparation of the written report provided within Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That John Pourkazemi, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the District, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026

_____
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 29th day of September, 2026, by the following called vote:

Ayes:
Noes:
Absent:
Abstain:

_____
City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: **City of Perris**

PROJECT: **Annexation of CUP 24-05152**
To Maintenance District No. 84-1

TO: **City Council**
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA,** being the "Landscaping and Lighting Act of 1972," as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2026 to June 30, 2027, for that area to be known and designated as:

"Annexation of CUP 24-05152
to Maintenance District No. 84-1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefore and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this ____ day of _____, 2026.

_____
JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on this ____ day of _____, 2026, by adoption of Resolution ____ of the City Council.

_____
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" was filed in the Office of the City Clerk on the ____ day of _____, 2026.

_____
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. **Plans and Specifications.** Generally, the work to be performed consists of the annual energy and maintenance costs for the traffic signals that benefit this development. Of specific benefit is the traffic signal at the intersection of Nuevo Road and Old Nuevo Road. This project is to contribute a share of the annual maintenance and repair costs of the traffic signal at 5%.

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

The traffic signals are owned by the City of Perris and are shown on the City of Perris Traffic Signal Location Map. Said Map is on file in the City of Perris Office of Public Works Department and is made a part of this report to the same extent as if said documents were attached hereto.

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

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

Facility	Quantity/Share	Annual Cost	Total Cost
Traffic Signals			
Nuevo Road and Old Nuevo Road	5%	$12,173.00	$608.65
Incidental Costs			$91.30
Resolution (Approved Rate @$47.28/EBU)			-459.77
Balance to Assessment			$240.18

PART 3. **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 4.

Street lighting and the orderly circulation of traffic directly benefits the area to be annexed to Maintenance District No. 84-1. Any share of the benefits received that does not provide a special benefit to the assessed properties is a general benefit provided by the improvements. The cost of the general benefit is not to be assessed to the properties in the district.

The method of assessment is based on units, with a residential dwelling or condominium equal to one benefit unit. The relationship between residential lots and non-residential development has been established at 4.2 residential lots to one assessed acre based on the general density of the City as a whole. The assessed acreage is the net acreage of the area to be annexed.

The current annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities is equal to $47.28 per benefit unit, shown as follows:

$$\frac{\text{1.0 Assessed Acre}}{\text{4.2 Benefit Units}} \times \frac{\$240.18}{1.21\ \text{AC}} = \$47.28 \text{ per Benefit Unit}$$

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

Reference is made to the FY 2026/2027 annual proceedings for Maintenance District No. 84-1, as confirmed and set forth by Resolution. Under these proceedings, the maximum assessment for the annual maintenance of streetlight and traffic signals is equal to $47.28 per Benefit Unit, or single family home. For the purposes of this report, this assessment determines the net specific traffic signal benefit.

The assessment, by Parcel, is as follows:

Parcel	APN	Lot Acreage	Benefit Units	Estimated Maximum Annual Assessment
1	311-050-053	1.21	5.08	$240.18

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2026 to June 30, 2027, reference is made to the Assessment Roll included herein as Attachment No.1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of CUP 24-05152. Said boundary is designated as "Diagram of Annexation of CUP 24-05152 to Maintenance District No. 84-1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of annexation and benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

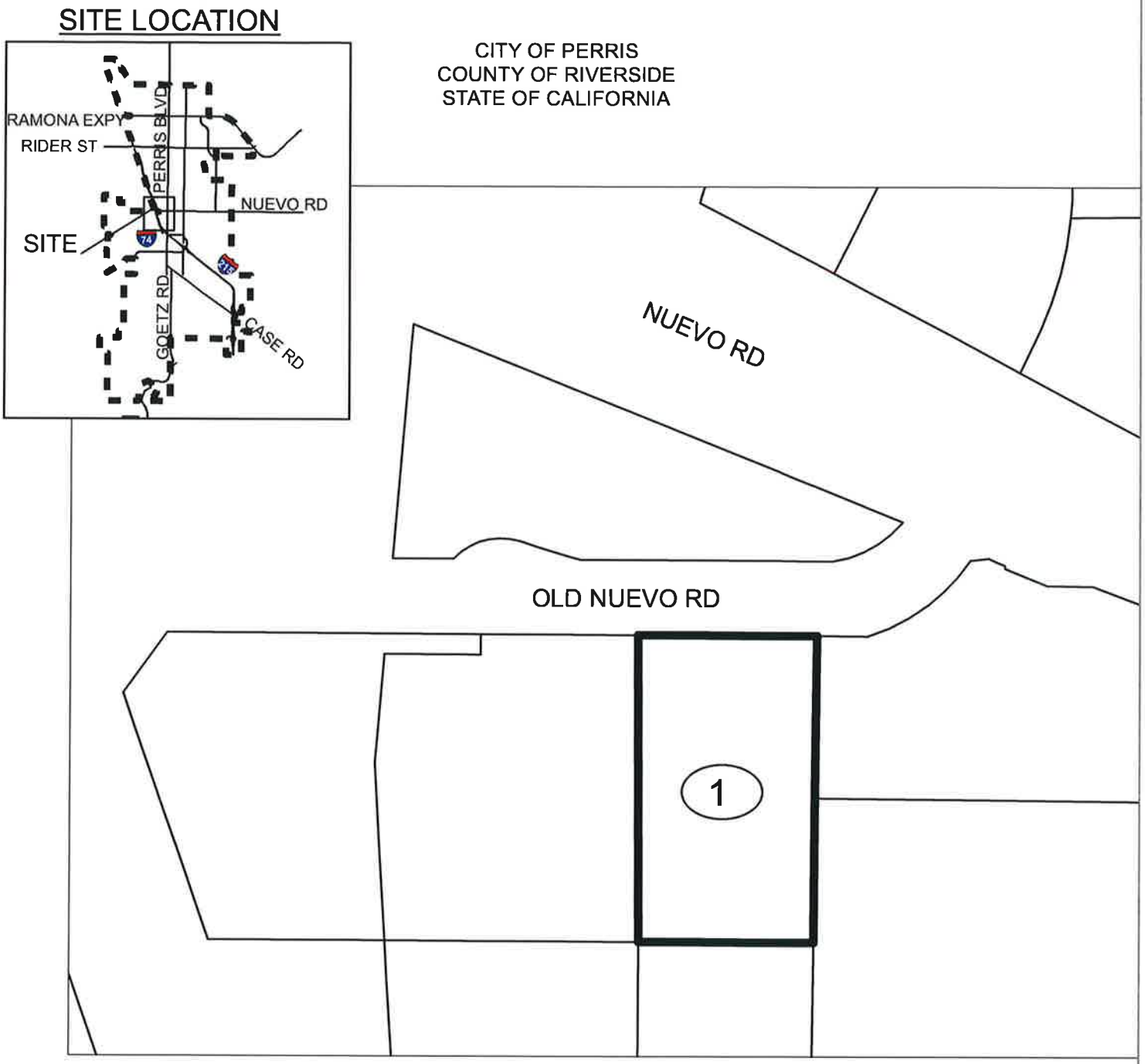
PART 5. **A Consent and Waiver for Annexation** to the District has been signed by the owners of the area within the proposed annexation. Said consent and waiver is included herein as Attachment No. 3.

Assessment Roll
Annexation of CUP 24-05152
To Maintenance District No. 84-1
City of Perris

Project	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2026/2027
CUP 24-05152	311-050-053	$240.18	$0.00

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate percent increase projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF CUP 24-05152 TO MAINTENANCE DISTRICT NO. 84-1



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment 2

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 8/12/26

In-N-Out Burgers, A California Corporation

By: _____
Name: Andy Dawson
Its: Department Head, Real Estate Legal

Mailing Address: In-N-Out Burgers, A California Corporation
13502 Hamburger Lane
Baldwin Park, CA 91706
Attn: Real Estate Dept.

Please have notarized

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On August 12, 2026 before me, Lori Brazzill, Notary Public
(insert name and title of the officer)

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

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

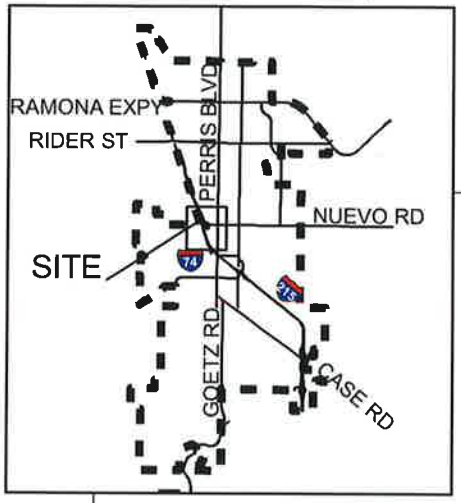
WITNESS my hand and official seal.

Signature _____ **(Seal)**

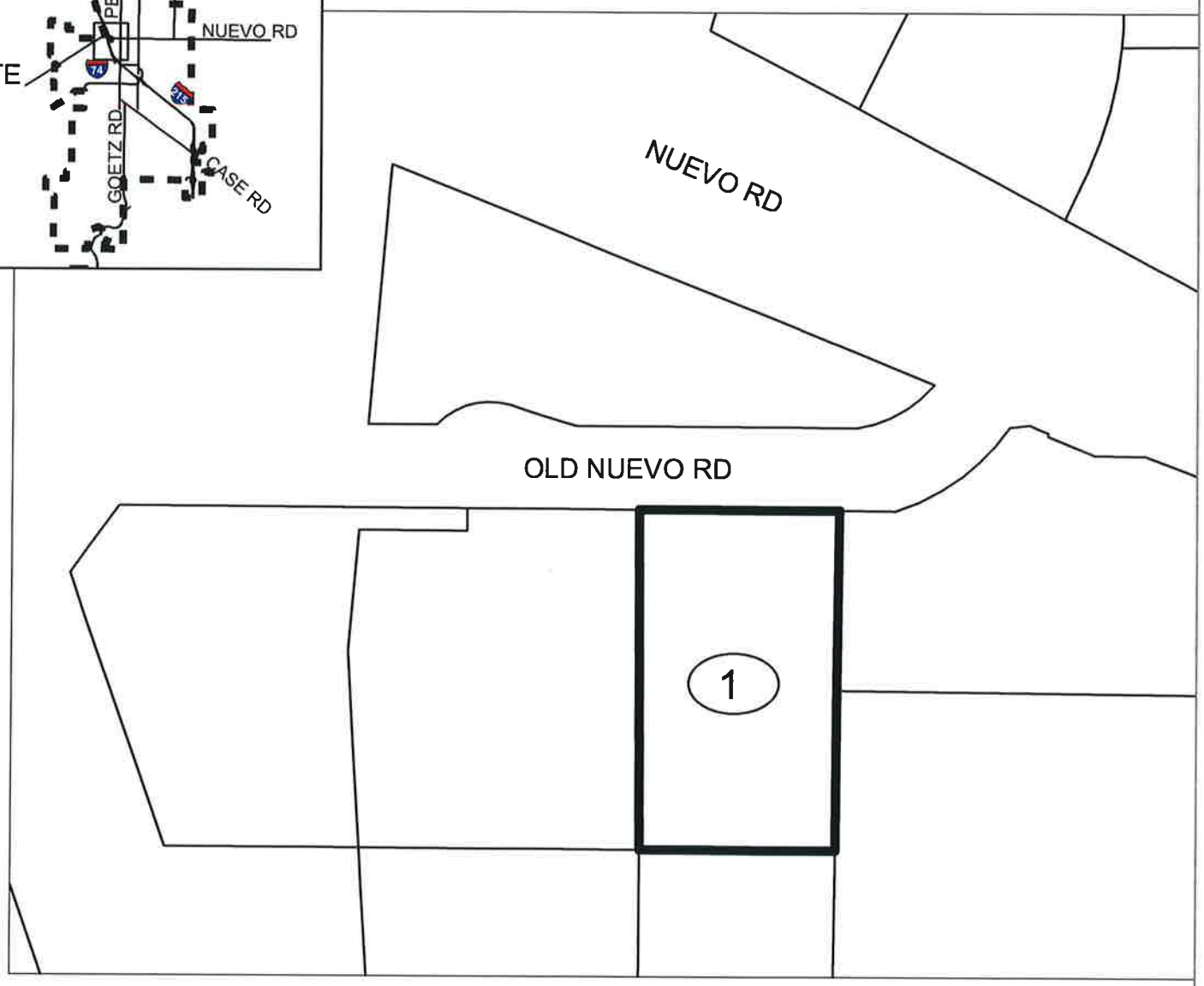
LORI BRAZZILL
Notary Public - California
Los Angeles County
Commission # 2510290
My Comm. Expires Feb 17, 2029

EXHIBIT A TO CONSENT AND WAIVER
ANNEXATION OF CUP 24-05152
TO MAINTENANCE DISTRICT NO. 84-1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 24-05152 TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Maintenance District No. 84-1 (the "District"); and

WHEREAS, on the 29th day of September, 2026, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of CUP 24-05152; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. The above recitals are true and correct, and are incorporated herein by this reference.

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____
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 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO CITY OF PERRIS MAINTENANCE DISTRICT NO. 84-1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO MAINTENANCE DISTRICT NO. 84-1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 24-05152 TO MAINTENANCE DISTRICT NO. 84-1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 10, 2026

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Maintenance District No. 84-1 (hereinafter referred to as the "District"); and

WHEREAS, the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

WHEREAS, on the 29th day of September, 2026, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act.

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

Section 1. Recitals: The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires and it is the intention of the City Council of the City of Perris to annex CUP 24-05152 to the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of streetlight and traffic signal facilities as authorized by Section 22525 of the Streets and Highways Code, State of California.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced consist of the streetlights and/or traffic signals within said annexation.

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of CUP 24-05152 to Maintenance District Number 84-1" heretofore approved by the City Council of said City by Resolution No. _____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 5. Report of Engineer: The City Council of said City by Resolution Number _____ has preliminarily approved the report of the Engineer of Work, which indicates the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of CUP 24-05152, to Maintenance District Number 84-1," is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next fiscal year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the streetlights and traffic signals and appurtenant facilities is $47.28 per Benefit Unit. Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics, or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison rate increase projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on November 10, 2026, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments. The published notice will encompass one-eighth of a newspaper page. The Perris 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 their office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owner of CUP 24-05152 has waived the 45-day notice time period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to

subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate, John Pourkazemi, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____
Mayor, Michael M. Vargas

Attest:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

10.C.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Landscape Maintenance District No. 1 (LMD 1). CUP 24-05152 is located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

REQUESTED ACTION: That the City Council:
1) Adopt a Resolution Ordering Preparation of the Engineer's Report
2) Adopt a Resolution Preliminarily Approving Engineer's Report
3) Adopt a Resolution of Intention to Annex CUP 24-05152 and setting a public hearing date of November 10, 2026

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Vicinity Map.) The annexation of CUP 24-05152 as Benefit Zone 205 will allow the City to finance the annual maintenance of landscape improvements that benefits this property to be installed in conjunction with the project.

BUDGET (or FISCAL) IMPACT:

The current maximum annual assessment is $2,002.13. Each year beginning Fiscal Year 2027-28, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics, or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Prepared By: Enrique Najera, Managers Assistant

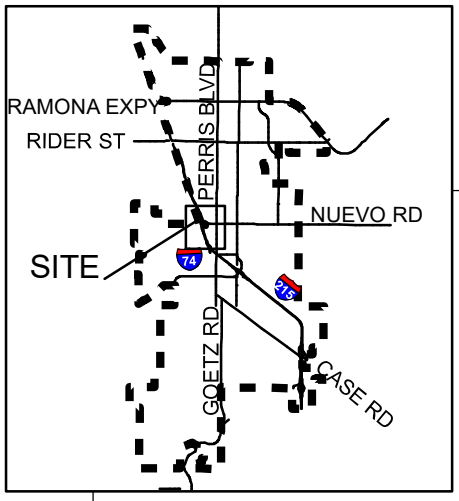
Attachments:
1. VICINITY MAP.pdf
2. Resolution to Order Engineer's Report.pdf
3. Engineer's Report.pdf
4. Resolution to Preliminarily Approve Engineer Report.pdf
5. Resolution of Intent.pdf

Attachment No. 1

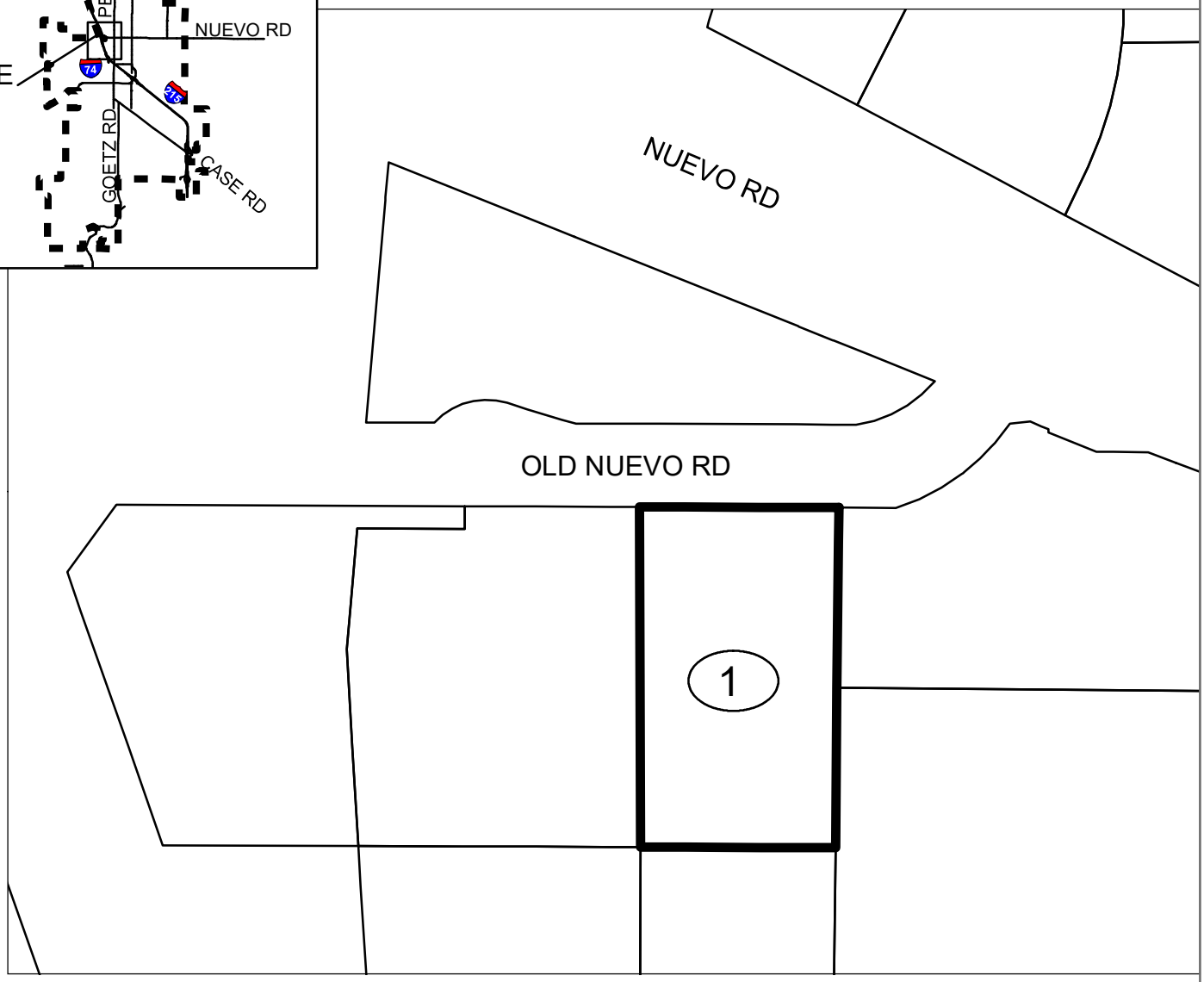
Vicinity Map

DIAGRAM OF ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment No. 2

Resolution to Order Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS, APPOINTING THE ENGINEER OF WORK, ORDERING THE PREPARATION OF A DISTRICT MAP INDICATING THE PROPOSED BOUNDARIES OF AN ANNEXATION TO THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1, AND FOR PROVIDING OTHER ENGINEERING SERVICES IN THE MATTER OF THE ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205 TO LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 205 therein (hereinafter referred to as the "Benefit Zone 205"); and

WHEREAS, it has been determined by the City Council of the City of Perris, County of Riverside, California, that the public interest, convenience and necessity requires the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities set forth in Section 22525 of the Streets and Highways Code, State of California, and the maintenance thereof, all within the incorporated boundaries of the City of Perris, California; and

WHEREAS, the City Council has heretofore appointed John Pourkazemi, the City Engineer for the City of Perris, as the "Engineer of Work" for Landscape Maintenance District No. 1 and Willdan Financial Services has heretofore been appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of Chapter 1 of Part 2 of Division 15 of the Streets and Highways Code, State of California.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. That the public interest, convenience and necessity, requires the annexation to a maintenance district for the purpose of installing, constructing and maintaining the installation and planting of landscape materials and the installation and construction of an irrigation system and other facilities authorized by Section 22525 of the Streets and Highways Code, State of California.

Section 3. That CUP 24-05152 be defined as that area to be annexed to Benefit Zone 205, City of Perris Landscape Maintenance District No. 1.

Section 4. That the lands to be specially charged for the installation, construction, and maintenance of the facilities shall be the area within the boundaries of the annexation to the district generally indicated on the map entitled "Diagram of Annexation of CUP 24-05152 to Benefit Zone 205 Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California."

Section 5. That the proceedings are to be conducted for said annexation to the maintenance district under and in accordance with the provisions of Division 15 of the Streets and Highways Code (Landscaping and Lighting Act of 1972) of the State of California.

Section 6. That John Pourkazemi, the City Engineer for the City of Perris, is hereby appointed the "Engineer of Work" and all provisions of Division 15 applicable to the Engineer shall apply to said "Engineer of Work" and Willdan Financial Services, is hereby appointed for the purpose of assisting in the preparation of the written report provided for in Section 22567 of said Division 15 of the Streets and Highways Code.

Section 7. That John Pourkazemi, the City Engineer for the City of Perris, is hereby designated to sign all papers and documents in connection with the proceedings for the annexation to said maintenance district, acting in the capacity of the Engineer of Work.

Section 8. That the cost of maintaining the facilities set forth herein in subject annexation to the district shall be borne by the property owners within the subject annexation to the district, said cost to be assessed and collected in accordance with said Landscaping and Lighting Act of 1972.

Section 9. That the Engineer of Work is hereby ordered to prepare a report in accordance with Article 4 of said maintenance act, and is hereby directed to prepare and file such report with the City Clerk.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____

Mayor, Michael M. Vargas

ATTEST:

_____

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held this 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachment No. 3

Engineer's Report

AGENCY: **City of Perris**

PROJECT: **Annexation of CUP 24-05152**
To Benefit Zone 205, Landscape Maintenance District No. 1

TO: **City Council**
City of Perris
State of California

REPORT PURSUANT TO "LANDSCAPING AND LIGHTING ACT OF 1972"

Pursuant to the direction from the City Council, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Division 15, Part 2 of the Streets and Highways Code of the **STATE OF CALIFORNIA,** being the "Landscaping and Lighting Act of 1972," as amended. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2026 to June 30, 2027, for that area to be known and designated as:

"Annexation of CUP 24-05152
To Benefit Zone 205, Landscape Maintenance District No. 1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this ____ day of _____, 2026.

_____
JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on this ____ day of _____, 2026, by adoption of Resolution ____ of the City Council.

_____
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" was filed in the Office of the City Clerk on the ____ day of _____, 2026.

_____
City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. **Plans and Specifications** for the improvements to be maintained and/or improved for a fiscal year have been or will be designed for acceptance by the City of Perris. In general, the landscaping, irrigation, and appurtenances to be maintained are the parkway along West Old Nuevo Road along the frontage of CUP 24-05152.

Reference is made to the following document entitled "CUP24-05152 Off-Site Landscape and Irrigation Improvement Plans," as prepared by Nick Martin Landscape Architect, Inc.

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

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

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

The maximum annual assessment is based on the estimated cost of maintaining the plants at maturity. The annual assessment levied will be based on the actual expenses incurred by Benefit Zone 205 (BZ 205).

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

Parkways					**Total**
Item				**Years**	**Annual**
	Quantity	**Unit***	**Unit Cost**	**Occurrence**	**Cost**
Maintenance	742	SF	$0.64	1	$474.88
Plant Replacement (2%)	3	EA	15.75	1	47.25
Tree Trimming	5	EA	115.00	2	287.50
Irrigation Repairs and Replacement Fund	742	SF	0.19	1	140.98
Irrigation Controller Replacement Fund	0.5	EA	8,300.00	10	415.00
Mulch	7	CY	80.00	3	186.67
6" Mow Curb	148	LF	15.75	20	116.16
Subtotal Parkway Maintenance					**$1,668.44**
Incidentals					$333.69
Total					**$2,002.13**

*** Units Legend:**
LF = Lineal Feet; SF = Square Feet;
CY = Cubic Yard

CUP 24-05152 will utilize the existing irrigation controller that was installed by CUP 22-05100 (BZ 191). Hence, the total unit cost associated with the Irrigation Controller Replacement Fund will be equally shared by these two projects.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections is usually distributed by the County of Riverside the following January. A 6-month tax roll reserve, based on the annual cost of all the improvements is $1,001.06.

PART 3. **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of BZ 205, as shown on the Diagram, enclosed herein as Part 4.

The area within BZ 205 specifically benefits from the maintenance of improvements described above. CUP 24-05152 is conditioned for the improvements as a requirement for development.

The method of assessment is based on units, with one (1) benefit unit assigned to each acre within Benefit Zone 205. The current maximum annual assessment reflecting the reasonable cost of providing for the maintenance and servicing of the public improvements and appurtenant facilities within Benefit Zone 205 is equal to $1,654.65 per benefit unit. The Benefit Units assigned and the corresponding current maximum annual assessment, per Parcel within Benefit Zone 205, are listed as follows:

Parcel	Benefit Units	Maximum Annual Assessment
311-050-053	1.21	$2,002.13
Total	**1.21**	**$2,002.13**

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2026 to June 30, 2027, reference is made to the Assessment Roll included herein as Attachment No. 1.

PART 4. **A Diagram** of the Annexation. The boundary of the area to be annexed is coincident with the boundary of CUP 24-05152. Said boundary is designated as "Diagram of Annexation of CUP 24-05152 to Benefit Zone 205, Landscape Maintenance District No. 1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 5. **A Consent and Waiver for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said consent and waiver are included herein as Attachment No. 3.

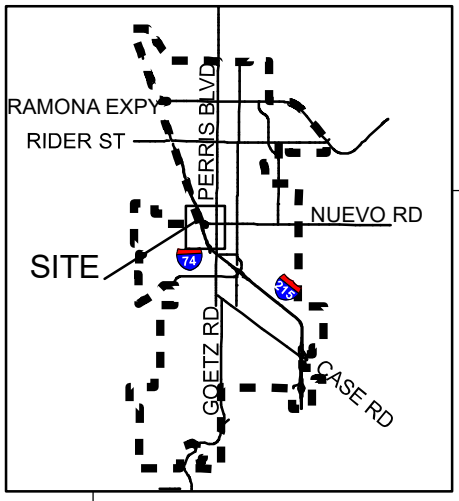
Assessment Roll
Annexation of CUP 24-05152
To Benefit Zone 205,
Landscape Maintenance District No. 1, City of Perris

Project	Assessor's Parcel Number	Estimated Annual Assessment	Fiscal Year 2026/2027
CUP 24-05152	311-050-053	$2,002.13	$0.00

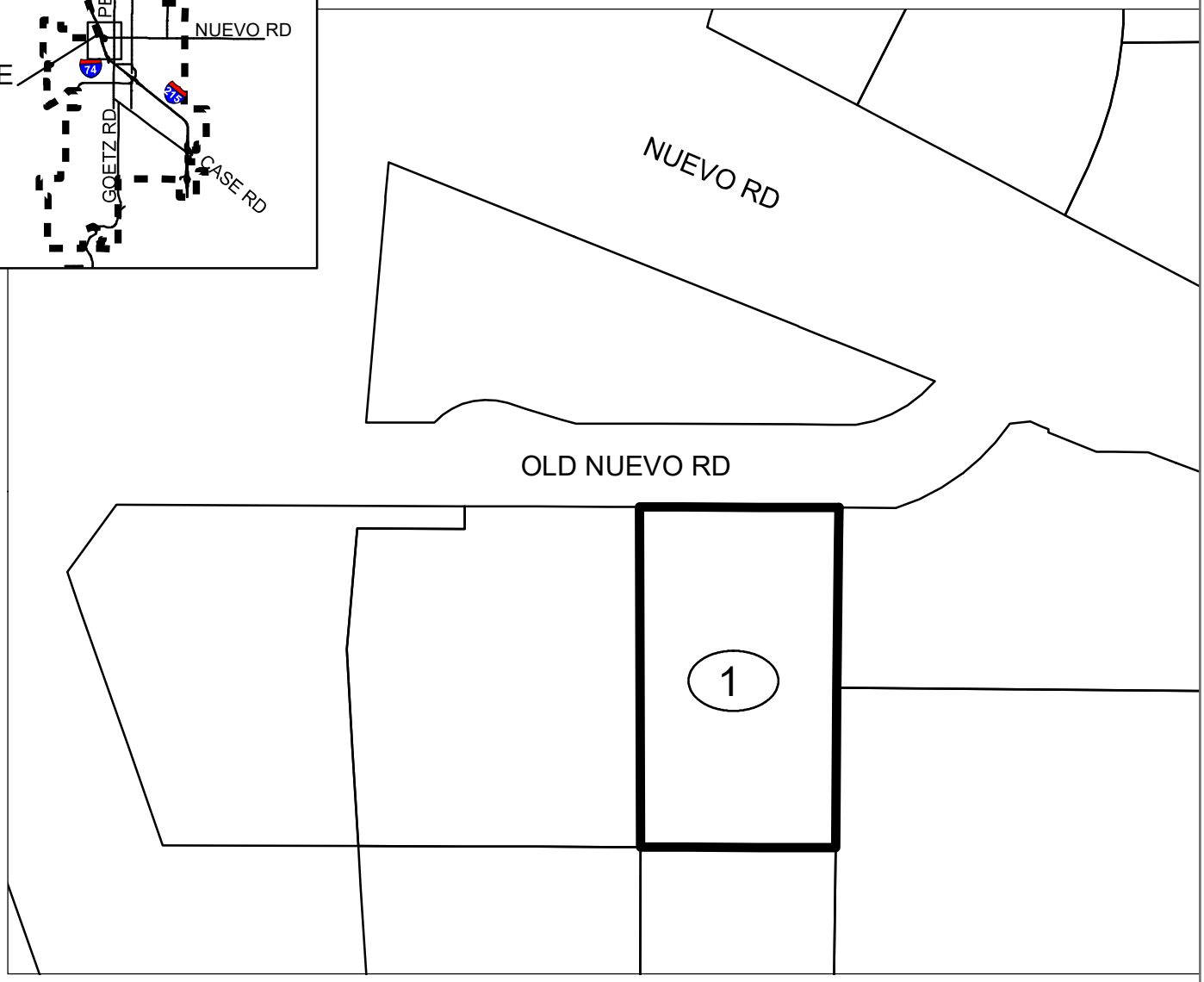
Each year beginning Fiscal Year 2027/2028, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205 LANDSCAPE MAINTENANCE DISTRICT NO. 1

SITE LOCATION



CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

CONSENT AND WAIVER TO ANNEXATION

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

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

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

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

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

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

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

Dated: 8/12/26

In-N-Out Burgers, A California Corporation

By: _____
Name: Andy Dawson
Its: Department Head, Real Estate Legal

Mailing Address: In-N-Out Burgers, A California Corporation
13502 Hamburger Lane
Baldwin Park, CA 91706
Attn: Real Estate Dept.

Please have notarized

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On August 12, 2026 before me, Lori Brazzill, Notary Public
(insert name and title of the officer)

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

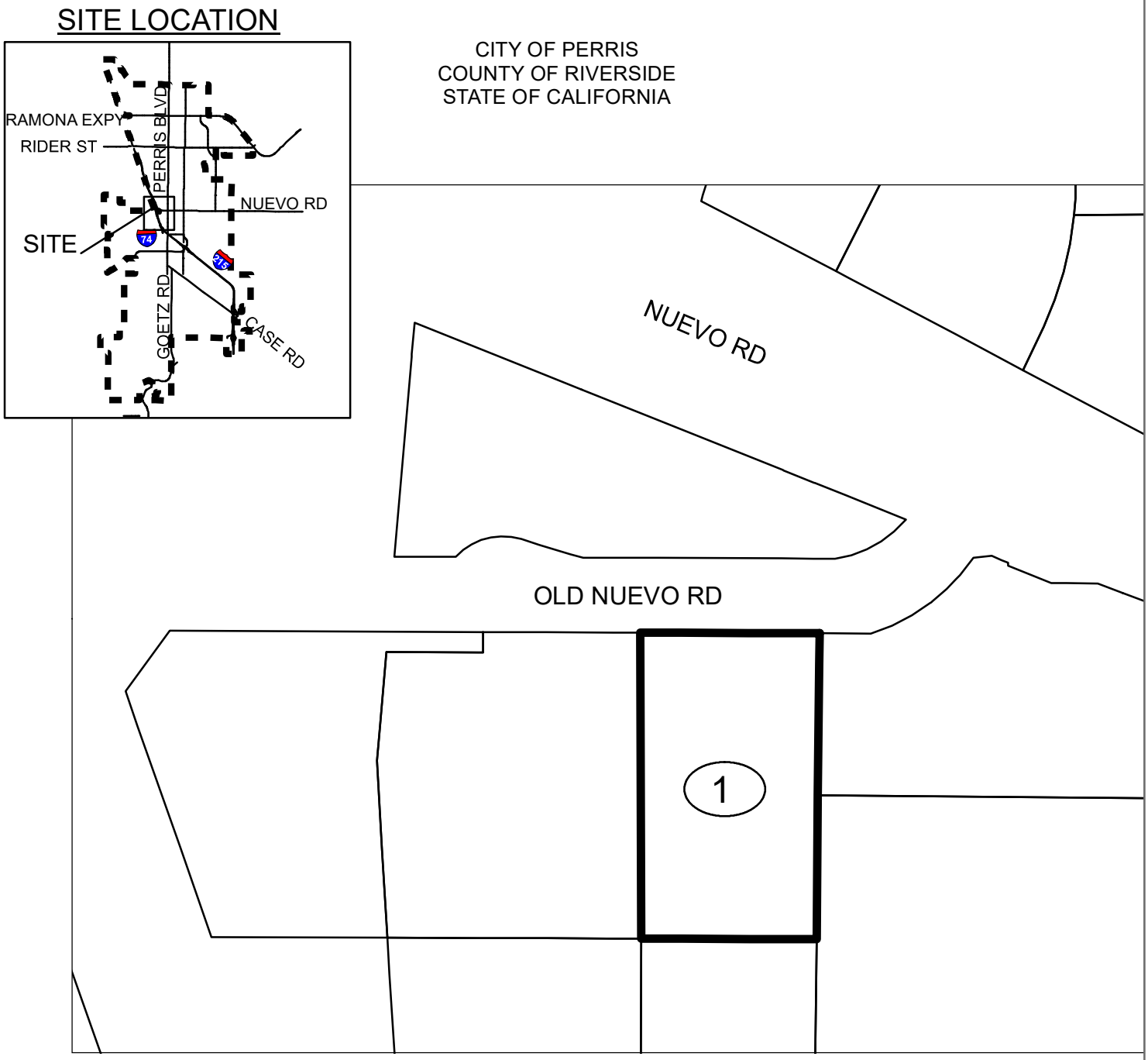
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

LORI BRAZZILL
Notary Public - California
Los Angeles County
Commission # 2510290
My Comm. Expires Feb 17, 2029

EXHIBIT A TO CONSENT AND WAIVER
ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205
LANDSCAPE MAINTENANCE DISTRICT NO. 1



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MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment No. 4

Resolution to Preliminarily Approve Engineer's Report

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, OF PRELIMINARY APPROVAL OF ENGINEER'S REPORT FOR ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1

WHEREAS, the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 205 therein (hereinafter referred to as the "Benefit Zone 205"); and

WHEREAS, on September 29, 2026, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act in connection with the annexation of CUP 24-05152 to Benefit Zone 205; and

WHEREAS, said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

WHEREAS, said City Council has duly considered said report and each and every part thereof, and finds that each and every part of said report is sufficient, and that no portion of the report requires or should be modified in any respect.

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

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. That the Engineer's estimate prepared by the City Engineer of the itemized costs and expenses of said work and of the incidental expenses in connection therewith, contained in said report be, and each of them are hereby, preliminary approved and confirmed.

Section 3. That the diagram showing the District referred to and described in said report, the boundaries of the subdivisions of the land within said District as the same existed at the time of passage of said Resolution, is hereby preliminarily approved and confirmed.

Section 4. That the proposed assessment upon the subdivisions of land in said District is in proportion to the estimated benefit to be received by said subdivision, respectively, from said work and of the incidental expenses thereof, as contained in said report is hereby preliminarily approved and confirmed.

Section 5. That said report shall stand as the Engineer's Report for the purposes of all subsequent proceedings, and pursuant to the proposed District.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachment No. 5

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO ORDER THE ANNEXATION TO BENEFIT ZONE 205, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NO. 1, DECLARING THE WORK TO BE OF MORE LOCAL THAN ORDINARY PUBLIC BENEFIT; SPECIFYING THE EXTERIOR BOUNDARIES OF THE AREA TO BE ANNEXED TO BENEFIT ZONE 205, LANDSCAPE MAINTENANCE DISTRICT NO. 1 AND TO BE ASSESSED THE COST AND EXPENSE THEREOF; DESIGNATING SAID ANNEXATION AS ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 205, LANDSCAPE MAINTENANCE DISTRICT NO. 1; DETERMINING THAT THESE PROCEEDINGS SHALL BE TAKEN PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 10, 2026

***WHEREAS*,** the City Council of the City of Perris (the "City") has previously formed special maintenance districts pursuant to the terms of the "Landscaping and Lighting Act of 1972" (the "Act"), being Division 15, Part 2 of the Streets and Highways Code of the State of California, including the special maintenance district known and designated as Landscape Maintenance District No. 1 (the "District"), and created Benefit Zone 205 therein (hereinafter referred to as the "Benefit Zone 205"); and

***WHEREAS*,** the provisions of Article II of Chapter 2 of the Act authorize the City Council to order the annexation of territory to the District; and

***WHEREAS*,** on September 29, 2026, the City Council of the City of Perris, County of Riverside, California ("the City Council") adopted its Resolution Number _____ directing the Engineer of Work to prepare and file with the City Clerk of said City a report in writing as required by the Act; and

***WHEREAS*,** said Engineer of Work has prepared and filed with the City Clerk of said City a report (the "Engineer's Report") in writing as called for in said resolution and under and pursuant to said Act, which report has been presented to this City Council for consideration; and

***WHEREAS*,** said City Council has duly considered the Engineer's Report and each and every part thereof, and has found that each and every part of the Engineer's Report is sufficient, and that no portion of the report requires or should be modified in any respect; and

WHEREAS, the City now desires to declare its intention to annex certain property into Benefit Zone 205 of the District, pursuant to the Act and, more specifically, Section 22587 thereof, and to take certain other actions as required by the Act;

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

Section 1. Recitals: The Recitals set forth above are true and correct, and are incorporated herein by this reference.

Section 2. Description of Work: That the public interest and convenience requires, and it is the intention of the City Council of the City of Perris to annex CUP 24-05152 to Benefit Zone 205 of the District, and to order the following work be done, to wit:

1. Installation, construction, maintenance, and servicing of landscaping as authorized by Section 22525 of the Streets and Highways Code, State of California.

2. Any and all work and materials appurtenant thereto or which are necessary or convenient for the maintenance and servicing thereof.

Section 3. Location of Work: The improvements to be maintained and serviced include the irrigation system, landscaping, and appurtenances benefiting CUP 24-05152. The landscaping, irrigation, and appurtenances to be maintained are described in Part 1 of the Engineer's Report.

Section 4. Description of Assessment District: That the contemplated work, in the opinion of said City Council, is of more local than ordinary public benefit, and this City Council hereby makes the expense of said work chargeable upon a District, which said District is assessed to pay the costs and expenses thereof, and which District is described as follows:

All that certain territory of the City of Perris included within the exterior boundary lines shown upon that certain "Diagram of Annexation of CUP 24-05152 to Benefit Zone 205, Landscape Maintenance District No. 1" heretofore approved by the City Council of said City by Resolution No ____, indicating by said boundary line the extent of the territory included within the proposed assessment district and which map is on file in the office of the City Clerk of said City.

Reference is hereby made to said map for a further, full, and more particular description of said assessment district, and the said map so on file shall govern for all details as to the extent of said assessment district.

Section 5. Report of Engineer: The City Council of said City by Resolution Number ____ has preliminarily approved the report of the Engineer of Work, which report indicated the amount of the proposed assessment, the district boundaries, assessment zones, detailed description of improvements, and the method of assessment. The report titled "Engineer's Report for Annexation of CUP 24-05152 to Benefit Zone 205, Landscape Maintenance District No. 1," is on file in the office of the City Clerk of said City. Reference to said report is hereby made for all particulars for the amount and extent of the assessments and for the extent of the work.

Section 6. Collection of Assessments: The assessment shall be collected at the same time and in the same manner as taxes for the County of Riverside are collected. The Engineer of Work shall file a report annually with the City Council of said City and said City Council will annually conduct a hearing upon said report at their regular meeting before August 10th, at which time assessments for the next fiscal year will be determined. That the annual assessment reflecting the reasonable cost of providing for the maintenance, servicing and operation of the public landscaping and appurtenant facilities is equal to $1,654.65 per Benefit Unit. Each year beginning in Fiscal Year 2027-28, the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics, or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

Section 7. Time and Place of Public Hearing: Notice is hereby given that on November 10, 2026, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, is hereby fixed as the time and place for a hearing by this City Council on the question of the levying and collection of the proposed assessments. That any and all persons having any objections to the work or the extent of the annexation to the assessment district may appear and show cause why said work should not be done or carried out or why said annexation to the district should not be confirmed in accordance with this Resolution of Intention. City Council will consider all oral and written protests.

Section 8. Landscaping and Lighting Act of 1972: All the work herein proposed shall be done and carried through in pursuance of an act of the legislature of the State of California designated the Landscaping and Lighting Act of 1972, being Division 15 of the Streets and Highways Code of the State of California.

Section 9. Publication of Resolution of Intention: The City Clerk shall cause this Resolution of Intention to be published one time as required by Section 22552 of the California Streets and Highways Code, with the publication occurring no later than 10 days prior to the public hearing at which the City Council will consider levying the proposed special assessments.

The published notice will encompass one-eighth of a newspaper page. The Perris 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 their office a proof of publication setting forth compliance with the requirements for publishing.

Section 10. Mailing of Notice: The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owner of CUP 24-05152 has waived the 45-day notice time period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 54953 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 11. Designation of Contact Person: That this City Council does hereby designate John Pourkazemi, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

Section 12. Certification: The City Clerk shall certify to the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____

Mayor, Michael M. Vargas

ATTEST:

_____

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number XXX was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held this 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

10.D.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 to Flood Control Maintenance District No. 1 (FCMD 1). CUP 24-05152 is located on the south side of Old Nuevo Road. Owner(s): In-N-Out Burgers, Inc. APN(s): 311-050-053.

REQUESTED ACTION: That the City Council adopt a Resolution of Intention to Annex CUP 24-05152 to Flood Control Maintenance District No. 1 and set a public hearing date of November 10, 2026.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Vicinity Map.) As a condition of approval, the project is required to annex into FCMD 1. This district provides revenue for the annual maintenance of flood control improvements installed in conjunction with new development. The site for CUP 24-05152 is located adjacent to CUP 22-05055, which was annexed into Flood Control Maintenance District No. 1 as Benefit Zone 145. The improvements maintained under Benefit Zone 145 include 24-inch reinforced concrete storm drain pipe ("RCP") and appurtenances, all located within the public right-of-way. Since these improvements are the same ones that provide storm drain benefits to CUP 24-05152, it will be annexed into Benefit Zone 145 and will contribute to a share of the cost of maintenance of these facilities that provide such benefits. The improvements are to be maintained by Benefit Zone 145 in perpetuity. The per benefit unit maximum annual assessment is $2,697.17. The portion of these costs assigned to CUP 24-05152 is a maximum annual assessment of $1,125.37.

BUDGET (or FISCAL) IMPACT:

The current maximum annual assessment is $1,125.37. Each year beginning in Fiscal Year 2027-28, the current maximum annual assessment shall be increased by an amount equal to the greater of the

Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics, or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

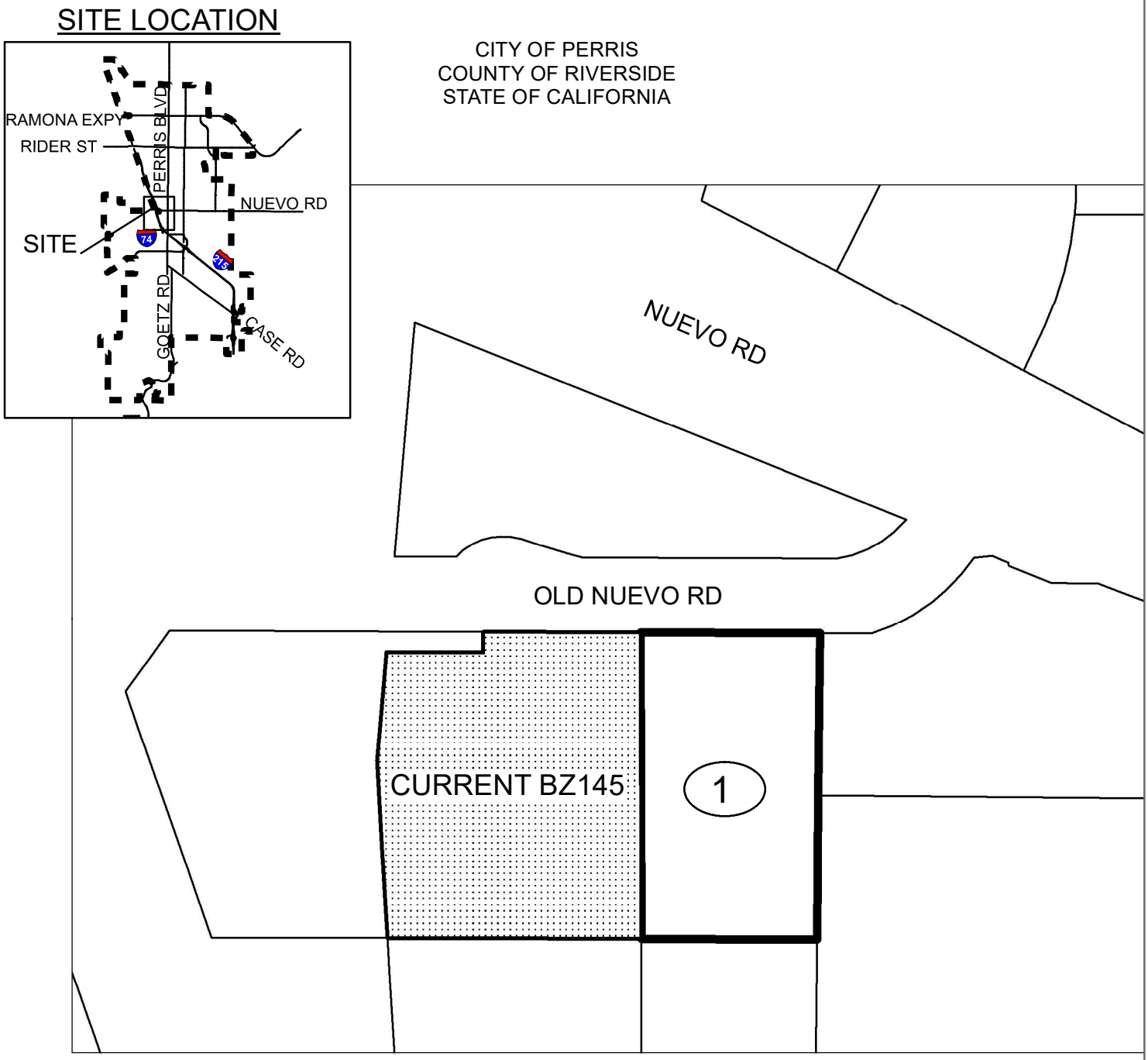
Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. VICINITY MAP.pdf
2. ENGINEERS REPORT.pdf
3. RESOLUTION OF INTENT.pdf

Attachment No. 1

Vicinity Map

DIAGRAM OF ANNEXATION OF
CUP 24-05152 TO BENEFIT ZONE 145
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1



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MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment No. 2

Engineer's Report

AGENCY: **City of Perris**

PROJECT: **Annexation of CUP 24-05152**
To Benefit Zone 145, Flood Control Maintenance District No. 1

TO: **City Council**
City of Perris
State of California

REPORT PURSUANT TO "BENEFIT ASSESSMENT ACT OF 1982"

Pursuant to the direction from the City Council of the City of Perris, submitted herewith is the "Report," consisting of the following parts, pursuant to the provisions of Part 1 of Division 2 of Title 5 of the Government Code of the **STATE OF CALIFORNIA,** being the "Benefit Assessment Act of 1982," as amended, commencing with Section 54703. This "Report" provides for the annexation into the District of additional parcels and the levy of assessments for the fiscal year commencing July 1, 2026 to June 30, 2027, for that area to be known and designated as:

"Annexation of CUP 24-05152
To Benefit Zone 145, Flood Control Maintenance District No. 1"

I do hereby assess and apportion the total amount of the costs and expenses upon the several parcels of land within said designated area liable therefor and benefited thereby, in proportion to the estimated benefits that each parcel receives, respectively, from said maintenance works of improvement and appurtenances.

Executed this ____ day of _____, 2026.

_____
JOHN POURKAZEMI, City Engineer
CITY OF PERRIS
STATE OF CALIFORNIA

Final approval, confirmation and levy of the annual assessment and all matters relating to annexation and the Engineer's "Report" were made on this ____ day of _____, 2026, by adoption of Resolution ____ of the City Council.

_____
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

A copy of the Assessment Roll and Engineer's "Report" was filed in the Office of the City Clerk on the ____ day of _____, 2026.

_____
NANCY SALAZAR, City Clerk
CITY OF PERRIS
STATE OF CALIFORNIA

Report

PART 1. **A General Description** of the flood control improvements to be maintained includes facilities that will accommodate the storm flow and protect CUP 24-05152 (Better Buzz Coffee Roasters) from inundation. These public improvements channel, contain and convey the storm flow away from the property and towards the Perris Valley Storm Drain Channel.

The site for CUP 24-05152 is located adjacent to CUP 22-05055 (In-N-Out Burger Restaurant), which was annexed into Flood Control Maintenance District No. 1 as Benefit Zone 145. The improvements maintained under Benefit Zone 145 include 24-inch reinforced concrete storm drain pipe ("RCP") and appurtenances, all located within the public right-of-way. Since these improvements are the same ones that provide storm drain benefits to CUP 24-05152, it will be annexed into Benefit Zone 145 and will contribute to a share of the cost of maintenance of these facilities that provide such benefits. Improvements are to be maintained by Benefit Zone 145 in perpetuity.

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

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

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

- "In-N-Out Burger Restaurant Storm Drain Plan Title Sheet, 229 Old Nuevo Road Perris, CA 92571 City Conditional Use Permit No. 22-05055 City Variance No. 22-05101," prepared by MSL Engineering, Inc.

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

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

The maximum annual assessment is based on the estimated cost of maintaining the facilities. The estimated annual cost for maintenance of the facilities is listed in the table that follows.

Improvements Item	Quantity	Unit	Unit Cost	Total Annual Cost
24" Storm Drain Pipes	550.42	LF	$4.08	$2,247.64
Subtotal				**$2,247.64**
Incidentals				$449.53
Total Estimated Annual Costs				**$2,697.17**

The total acreage that receives special benefit from these improvements is 2.90 acres. CUP 24-05152, which includes the parcel of land identified as Assessor's Parcel Number (APN) 311-050-053, is 1.21 acres. Therefore, this parcel receives 41.72% of the benefit from improvements and will be assigned a fair share of the cost for annual maintenance.

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

Zero costs will be assessed to APN 311-050-053 for the fiscal year commencing July 1, 2026 to June 30, 2027.

PART 4. **The Assessment Roll** shows the proportionate amount of the assessment to be charged in proportion to the benefits to be received by each lot or parcel within the exterior boundaries of the Diagram, enclosed herein as Part 5.

The storm drainage facilities will accommodate the storm flow specifically impacting Benefit Zone 145. These improvements specifically benefit the area within the annexation; and the improvements were required for the approval of, and as of consequence of, development of this area.

The method of assessment is based on units, with one (1) benefit unit assigned to the entire project (CUP 22-05055 and CUP 24-05152) within Benefit Zone 145. The current maximum annual assessment for Benefit Zone 145, reflecting the reasonable cost of providing for the maintenance and servicing of the improvements and appurtenant facilities, is equal to $2,697.17 per Benefit Unit, as follows:

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

$$\frac{\$2{,}697.17}{\text{one Benefit Unit}} = \$2{,}697.17 \text{ per Benefit Unit}$$

Upon annexation of CUP 24-05152 into Benefit Zone 145, the per parcel maximum annual assessment would be as follows:

Project	Parcel	Taxable Acreage	Share	EBU	Estimated Maximum Annual Assessment
CUP 22-05055	311-050-052	1.69	58.28%	0.58	$1,571.80
CUP 24-05152	311-050-053	1.21	41.72%	0.42	$1,125.37
		2.90	**100.00%**	**1.00**	**$2,697.17**

Commencing with Fiscal Year 2027/2028, the maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

For the current maximum annual assessment and the assessment for the fiscal year commencing July 1, 2026 to June 30, 2027, reference is made to the Assessment Roll included herein as Attachment No. 1.

A 6-month tax roll reserve provides funding for the cost of servicing and maintenance prior to the receipt of tax collections from the County of Riverside. The fiscal year begins July 1 and the first installment from the tax roll collections are usually distributed by the County of Riverside the following January. A 6-month tax roll reserve for the current maintenance of the flood control facilities and incidental costs is estimated to be $1,348.59.

PART 5. **A Diagram** of the Annexation. The boundary of the area to be annexed coincides with CUP 22-05055 and CUP 24-05152. Said boundary is designated as "Diagram of Annexation of CUP 24-05152 to Benefit Zone 145, Flood Control Maintenance District No. 1, City of Perris, County of Riverside, State of California." The Diagram is included herein as Attachment No. 2, which shows the boundaries of the area of benefit. Reference is made to the County Assessor's Maps for a detailed description of the lines and dimensions of any lots or parcels. The lines and dimensions of each lot shall conform to those shown on the County Assessor's Maps for the fiscal year to which the "Report" applies.

PART 6. **A Petition for Annexation** to the District has been signed by the owner of the area within the proposed annexation. Said petition is included herein as Attachment No. 3.

Assessment Roll

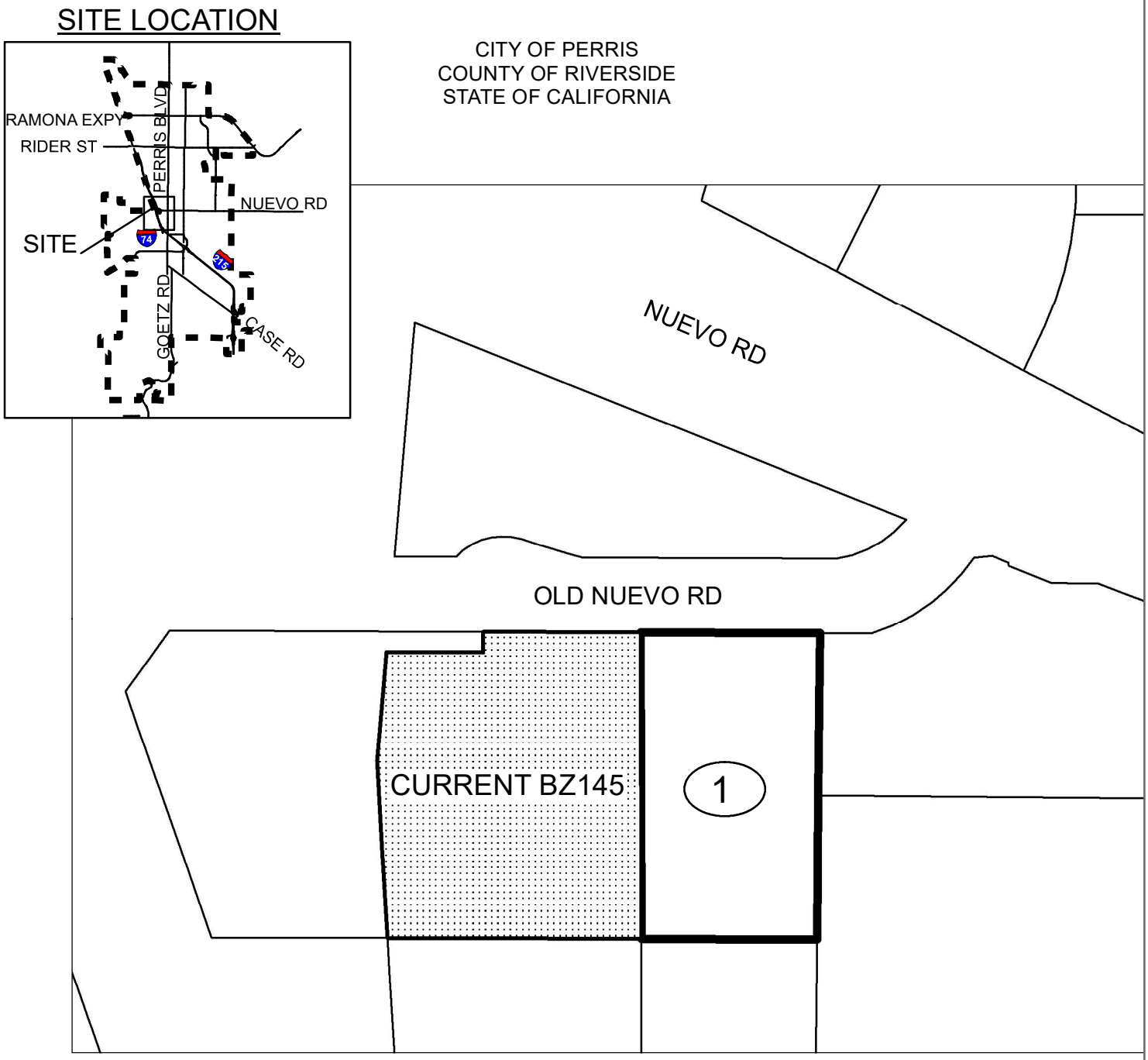
Annexation of CUP 24-05152
To Benefit Zone 145,
Flood Control Maintenance District No. 1, City of Perris

Benefit Zone / Assessment Number	Description	Assessor Parcel Number	Estimated Annual Assessment	Fiscal Year 2026/2027*
145	CUP 22-05055	311-050-052	$1,571.80	$2,697.17
145	CUP 24-05152	311-050-053	$1,125.37	$0.00
	Total		**$2,697.17**	**$2,697.17**

* At the beginning of Fiscal Year 2026/2027, CUP 24-05152 was not fully developed and not part of Benefit Zone 145. Therefore, the annual maintenance assessment was assigned to CUP 22-05055. Both parcels will be assessed beginning in Fiscal Year 2027/2028 at an amount up to the Estimated Annual Assessment (plus the annual inflator described below).

Each year the current maximum annual assessment shall be increased by an amount equal to the greater of the Consumer Price Index ("CPI") from January to January for the Riverside-San Bernardino-Ontario Area for Urban Consumers, as developed by U.S. Bureau of Labor Statistics or three percent (3%). If a deficit is projected for the upcoming fiscal year, the assessment can be further increased by an amount equal to the Southern California Edison and the Eastern Municipal Water District rate percent increase(s) projected for the upcoming fiscal year.

DIAGRAM OF ANNEXATION OF
CUP 24-05152 TO BENEFIT ZONE 145
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1



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MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

PETITION FOR THE ANNEXATION TO A BENEFIT ASSESSMENT DISTRICT TO FINANCE THE MAINTENANCE OF CERTAIN PUBLIC IMPROVEMENTS

BEFORE THE CITY COUNCIL OF THE CITY OF PERRIS, STATE OF CALIFORNIA

In the matter of the proposed)
Annexation to City of Perris)
Flood Control Maintenance District No. 1)

TO: The City Council of the City of Perris

We, the undersigned, hereby:

(1) Petition you to initiate and complete all necessary proceedings under the Benefit Assessment Act of 1982, Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code for the annexation to a benefit assessment district for the maintenance of certain flood control improvements which benefit the property described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.

(2) Certify that the proposed annexation to a benefit assessment district that will be subject to assessment for maintenance of such improvements, is that real property in the City of Perris, County of Riverside, State of California, generally described on Exhibit "A" attached hereto and incorporated herein by this reference to the Maintenance District.

(3) Certify that we constitute the owners(s), including mortgagees or beneficiaries under any existing mortgage or subject to assessment for the proposed annexation, of the property in the proposed annexation to a benefit assessment district, as shown by the last equalized assessment roll used by the County of Riverside at the time this Petition is filed and also constitute the owner(s) of sixty percent (60%) of the area of all assessable lands within the proposed annexation to a benefit assessment district.

Dated: 8/12/26

In-N-Out Burgers, A California Corporation

By: _____
Name: Andy Dawson
Its: Department Head, Real Estate Legal

Mailing Address: In-N-Out Burgers, A California Corporation
13502 Hamburger Lane
Baldwin Park, CA 91706
Attn: Real Estate Dept.

Please have notarized

ACKNOWLEDGMENT

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

State of California
County of Los Angeles)

On August 12, 2026 before me, Lori Brazzill, Notary Public
(insert name and title of the officer)

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

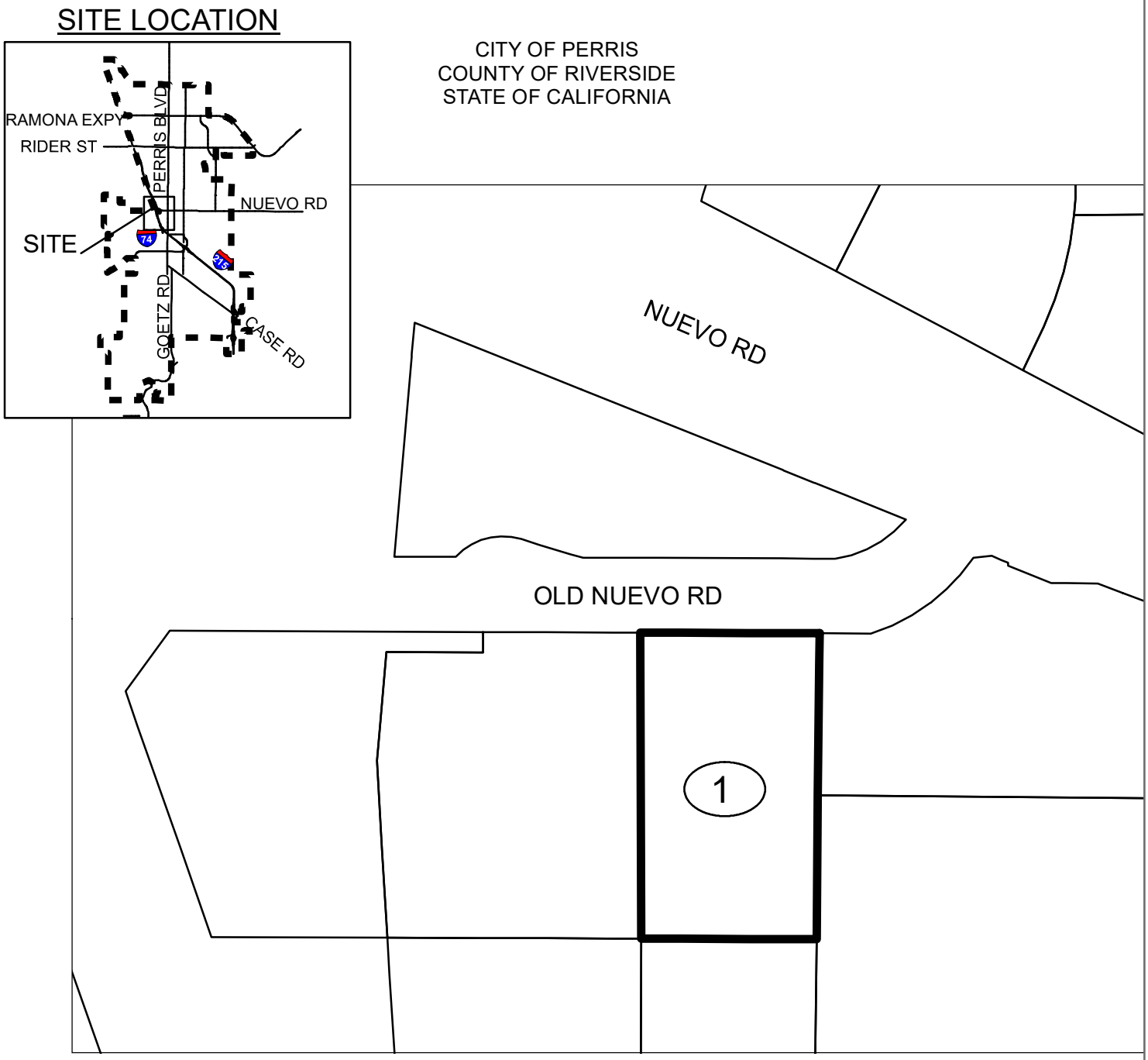
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

LORI BRAZZILL
Notary Public - California
Los Angeles County
Commission # 2510290
My Comm. Expires Feb 17, 2029

Signature _____ **(Seal)**

EXHIBIT A TO CONSENT AND WAIVER
ANNEXATION OF CUP 24-05152 TO BENEFIT ZONE 145
FLOOD CONTROL MAINTENANCE DISTRICT NO. 1



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MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

Legend

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

WILLDAN

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

Attachment No. 3

Resolution of Intent

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING INTENTION TO AUTHORIZE LEVYING ASSESSMENTS UPON CERTAIN PARCELS OF REAL PROPERTY, TO ORDER ANNEXATION OF CUP 24-05152* TO *BENEFIT ZONE 145, FLOOD CONTROL MAINTENANCE DISTRICT NO. 1, PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; AND OFFERING A TIME AND PLACE FOR HEARING OBJECTIONS THERETO ON NOVEMBER 10, 2026

WHEREAS, the City Council of the City of Perris, County of Riverside, California ("this City Council"), wishes to provide continued financing for necessary maintenance of certain flood control and drainage improvements within the boundaries of CUP 24-05152 through the levy of benefit assessments pursuant to the provisions of Chapter 6.4 (commencing with Section 54703) of Part 1 of Division 2 of Title 5 of the California Government Code commonly known as the "Benefit Assessment Act of 1982," (the "Act"); and

WHEREAS, In-N-Out Burgers (the "Owner") has presented signed petitions to the City Council requesting the annexation of CUP 24-05152 to a benefit assessment district to finance the maintenance of those certain drainage and flood control improvements permitted pursuant to Sections 54710 and 54710.5 of the Act (the "Improvements") which benefit properties within CUP 24-05152; and

WHEREAS, the City Council now proposes to levy benefit assessments under the provisions of the Act to insure continued financing to maintain the Improvements pursuant to the Act, all for the benefit of parcels within CUP 24-05152; and

WHEREAS, to accomplish such purposes, the City Council proposes to annex CUP 24-05152 to Benefit Zone 145, Flood Control Maintenance District No. 1.

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

Section 1. The public interest, convenience, and necessity require, and it is the intention of the City Council pursuant to the provisions of the Act to maintain the Improvements for the benefit of the properties within the area of benefit.

Section 2. Maintenance of the Improvements will be of direct benefit to parcels within CUP 24-05152 which are hereby declared to be the properties benefited by the Improvements and to be assessed to pay the cost and expenses thereof. The area of benefit shall be all that part of the City within the boundaries shown on the map entitled "Diagram of Annexation of CUP 24-05152 to Benefit Zone 145, Flood Control Maintenance District No. 1" on file in the office of the City Clerk of the City of Perris, California.

Section 3. At least forty-five (45) days prior to the date set for the hearing on the proposed assessment, the Assessment Engineer is hereby directed to file with the City Clerk a written report (the "Engineer's Report") pursuant to the Act, Government Code Section 53753 and Article XIIID of the Constitution of the State of California, containing the following:

a. A description of the service(s) proposed to be financed through the revenue derived from the benefit assessments.
b. A description of each lot or parcel of property proposed to be subject to the benefit assessments. The assessor's parcel number or Tract Map number shall be a sufficient description of the parcel.
c. The amount of the proposed assessment for each parcel.
d. The basis and schedule of the assessments.
e. Other such matters as the Assessment Engineer shall deem appropriate.

The property owner of CUP 24-05152 has waived this 45-day time period with the submission of the signed Petition and Consent Waiver.

Section 4. On the 10th day of November, 2026, at 6:30 p.m., in the City Council Chambers of the City Council of the City of Perris, California, 101 North "D" Street, in the City of Perris, State of California, the City Council will conduct a Protest Hearing at which time any and all persons having any objections to the work or extent of the annexation to the assessment district, may appear and show cause why said work should not be done or carried out in accordance with this Resolution of Intention. The City Council will consider all oral and written protests.

Section 5. The City Clerk is hereby directed to publish notice of the hearing on the proposed assessment and notice of the filing of the Engineer's Report once a week for two successive weeks, with at least five days intervening between the respective publication dates, not counting such publication dates, in the Perris Progress, a newspaper of general circulation within the area of benefit. The notice shall be one-eighth of a page in size and contain the following information:

a. The amount of the assessment.
b. The purpose of the assessment.
c. The total estimated assessments expected to be generated annually.
d. The method and frequency for collecting the assessment.
e. The date, time, and location of the public hearing.
f. The phone number and address of an individual that interested persons may contact to receive additional information about the assessment.

Section 6. The City Clerk is also hereby instructed to give additional notice of the hearing and notice of the filing of the Engineer's Report by posting a copy of this resolution in three public places within the City of Perris.

Section 7. The City Clerk shall also give notice by a first-class mailing to all owners of property subject to any new or increased assessments, including the Owners. The notice shall be mailed no later than 45 days prior to the public hearing at which the City Council will consider levying the new or increased assessments and shall be at least in 10-point type. The property owners of CUP 24-05152 have waived the 45-day notice time period with the submission of the Petition and Consent Waiver. The form of said notice shall conform in all respects with the requirements of subdivision (b) of Section 53753 of the Government Code and pursuant to subdivision (c) of that section, each notice shall contain an assessment ballot whereon the property owner may indicate support or opposition to the proposed assessment.

Section 8. That this City Council does hereby designate John Pourkazemi, City Engineer of the City of Perris, (951) 943-6504 as the person to answer inquiries regarding the District and the proposed annexation thereto.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

CITY OF PERRIS

10.E.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Number (next in order) regarding Annexation of CUP 24-05152 into CFD 1-S (South Perris Public Services District) – Annexation No. 18. CUP 24-05152 is located on the south side of Old Nuevo Road. APN(s): 311-050-053. Owner(s): In-N-Out Burgers, Inc.

REQUESTED ACTION: Adopt a Resolution of Intention to Annex Territory to CFD 1-S and setting a public hearing date of November 10, 2026

CONTACT: Matthew Schenk, CPA, Director of Finance

BACKGROUND/DISCUSSION:

CUP 24-05152 is an approved development project approved by Planning Commission on August 20, 2025. The project consists of a 1,741 square foot drive-through coffee shop (Better Buzz Coffee Roasters) on 0.63 acres of a larger 1.21-acre parcel, located on the south side of Old Nuevo Road, in the Commercial Community (CC) Zone. (See attached Vicinity Map.)

In 2006, the City Council formed Community Facilities District No. 1-S (South Perris Public Services) (the "Original District"), for the purpose of paying for additional public services and fire protection services within the area serviced by the Original District. On October 10, 2006, the qualified electors within the Original District approved by more than a two-thirds (2/3) vote the proposition of levying a special tax within the Original District. Subsequently, four other developments were annexed to the District and adopted the special taxes to be levied therein (the "Annexations" and, together with the Original District, the "District"). Other development and commercial projects in the City will be annexed to the District in the future.

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

This Resolution will commence the annexation process for the property described on the map attached to the resolution to the District. This resolution will set a public hearing for November 10, 2026 regarding the proposed annexation. An election will be held following the public hearing. At that time the landowner will vote on annexing their property to the District and levying special taxes within their District. The special tax levy for Fiscal Year 2026-2027 is $465.10 for Single-Family Residential Units, $232.55 for Multi-Family Residential Units, and $1,860.40 per acre for Non-Residential parcels. For

each subsequent fiscal year following Fiscal Year 2026-2027, the Maximum Special Tax may be increased by an amount not to exceed two percent (2.00%) per year

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BUDGET (or FISCAL) IMPACT:
The property owner has forwarded a deposit to initiate the annexation process, and the City may recoup all costs through the levy of the special tax.

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1.Boundary Map.pdf
2.CFD 1-S Annex18 Reso of Intention.docx

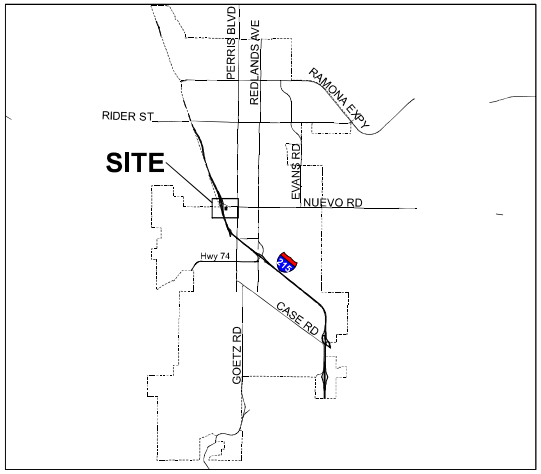
Attachment No. 1

Boundary Map

ANNEXATION MAP NO. 18 TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES)

CITY OF PERRIS
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

VICINITY MAP



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	311-050-053

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

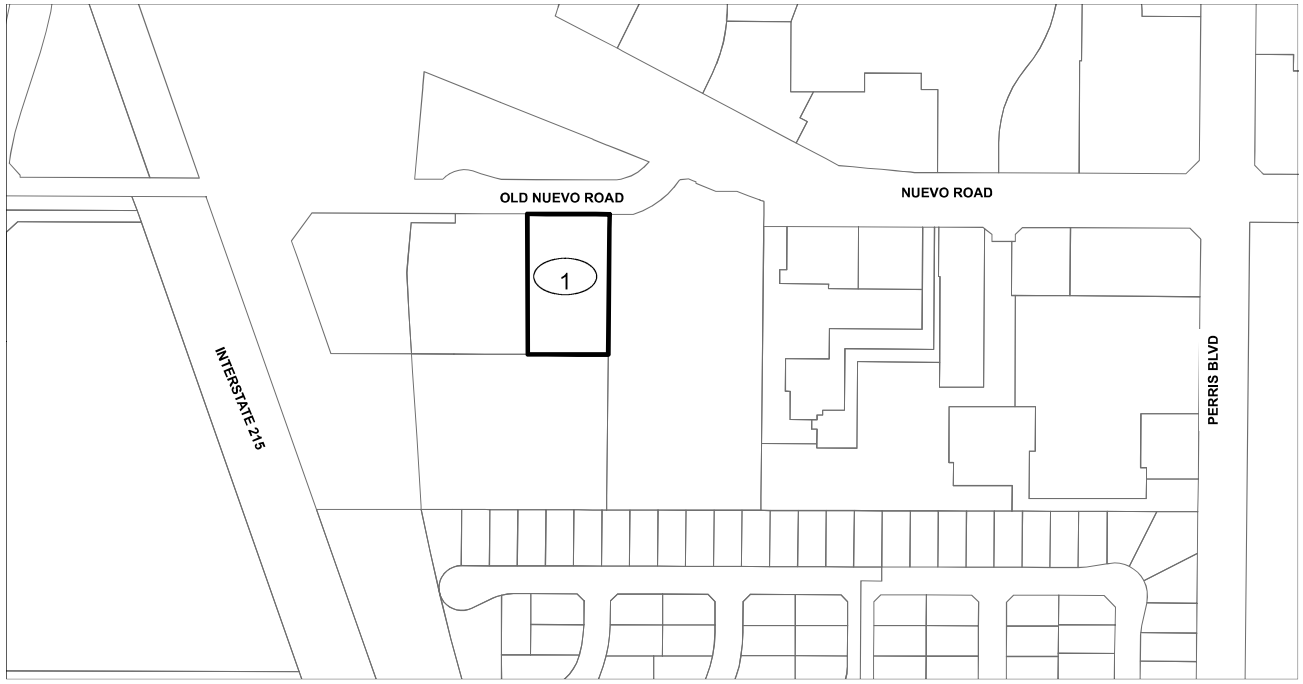
I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION NO. 18, TO COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES), CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AT A REGULAR MEETING THEREOF, HELD ON THE _____, DAY OF _____, 20__, BY ITS RESOLUTION NO._____.

_____
CITY CLERK
CITY OF PERRIS

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

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

_____
BY DEPUTY
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA



REFERENCE IS MADE TO THAT BOUNDARY MAP OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON SEPTEMBER 12, 2006, IN BOOK 67 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2006-0674632.

REFERENCE IS ALSO MADE TO THE LOT LINE ADJUSTMENT OF APN 311-050-032 AS ADJUSTED TO PARCEL "A" OF LOT LINE ADJUSTMENT NO. 22-05220 AS RECORDED AT THE RIVERSIDE COUNTY RECORDERS OFFICE ON AUGUST 3, 2023 AS DOCUMENT #2023-0225102.

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

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

Legend

- ANNEXATION BOUNDARY
- (1) MAP REFERENCE NUMBER
- CITY OF PERRIS BOUNDARY

N
W E
S

WILLDAN
27368 VIA INDUSTRIA, SUITE #200
TEMECULA, CA 92590
(951) 587-3500

ATTACHMENT NO. 2

RESOLUTION OF INTENTION

RESOLUTION NUMBER XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 18]

WHEREAS, the City Council (the "Council") of the City of Perris, California (the "City"), on August 29, 2006, has adopted its resolution of intention (the "Resolution of Intention") stating its intention to form Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, (the "Act") being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, within the territory described more fully on the map entitled "Boundary Map, County of Riverside, California, Community Facilities District No. 1-S (South Perris Public Services) of the City of Perris," a copy of which is on file with the City Clerk of the City of Perris; and

WHEREAS, on October 10, 2006, the Council adopted Resolution No. 3783 which established the District and called an election within the District on the proposition of levying a special tax; and

WHEREAS, on October 10, 2006, an election was held within the District at which the qualified electors approved by more than a two-thirds (2/3) vote the proposition of levying a special tax pursuant to a special tax formula (the "Rate and Method of Apportionment") as set forth in Resolution No. 3783 and attached hereto and incorporated herein as Exhibit "A," showing the tax levels in Fiscal Year 2005-06 and certain changes to indicate commencement of the levy the special tax; and

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

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

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

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

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

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

Section 2. It is the intention of the Council, acting as the legislative body of the District, to annex the Property to the District under and pursuant to the terms and provisions of the Act. The boundaries of the Property proposed for annexation to the District are more particularly described and shown on that certain map entitled "Annexation Map No. 18 to Community Facilities District No. 1-S (South Perris Public Services)" that has been filed with the City Clerk of the City and a copy of which, together with a legal description of such territory, is described in Exhibit "B." The City Clerk is hereby authorized and directed to endorse the Certificate on said map evidencing the date and adoption of this resolution and is further authorized and directed to file said map with the County Recorder of the County of Riverside in accordance with the provisions of Section 3111 of the California Streets and Highways Code within fifteen (15) days of the adoption of this resolution and not later than fifteen (15) days prior to the date of the public hearing as set forth in Section 5 hereof.

Section 3. It is the intention of the Council to order the financing of (1) fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; (2) police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto (collectively, the "Services"); and (3) the incidental expenses to be incurred in connection with financing the Services and forming and administering the District (the "Incidental Expenses"). The Services are public services that the City or a public agency is authorized by law to contribute revenue to or to provide. A description of the types of Services to be financed is set forth in Resolution No. 3783 and incorporated herein by reference. The Services to be financed by or on behalf of the District are necessary to meet increased demand upon the City and other public agencies as a result of development occurring within the boundaries of the Property. The Property, on a per unit basis, will share in the cost of the Services in the same proportion as units within the existing District pursuant to the Rate and Method of Apportionment.

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

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

Section 5. Notice is hereby given that on the 10th day of November 2026, at the hour of 6:30 p.m., or as soon thereafter as is practicable, in the chambers of the City Council of the City of Perris, 101 North "D" Street, Perris, California 92570, a public hearing will be held at which the City Council, as the legislative body of the District, shall consider the proposed annexation of the Property and all other matters as set forth in this Resolution of Intention. At the above-mentioned time and place for such public hearing, any persons interested, including all taxpayers, property owners and registered voters within the District and the Property proposed to be annexed, may appear and be heard, and such testimony for or against the proposed annexation will be heard and considered.

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

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

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

Section 9. The City Clerk is hereby directed, to the extent that such notice is required, to publish a notice ("Notice") of the hearing pursuant to Section 6061 of the Government Code in a newspaper of general circulation published in the area of the proposed District. Such Notice shall contain the text of this Resolution of Intention, state the time and place of the hearing, a statement that the testimony of all interested persons or taxpayers will be heard, a description of the protest rights of the registered voters and landowners in the proposed District as provided in Section 53324 of the Act and a description of the proposed voting procedure for the election required by the Act. Such publication shall be completed at least seven (7) days prior to the date of the Hearing.

Section 10. This resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this 29th day of September, 2026.

_____
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 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit A

City of Perris
Community Facilities District No. 1-S,
South Perris Public Services CFD

SPECIAL TAX RATE AND METHOD OF APPORTIONMENT

A Special Tax shall be levied on all Taxable Property within the boundaries of the City of Perris Community Facilities District No. 1-S (South Perris Public Services) (the "District") and collected each Fiscal Year commencing in Fiscal Year 2006/07 according to the tax liability determined by the Council, through the application of the rate and method of apportionment of the Special Tax set forth below. All Taxable Property shall be taxed to the extent and in the manner herein provided.

A. DEFINITIONS

Acreage means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final map, parcel map, condominium plan, or other recorded County parcel map. An Acre means 43,560 square feet of land.

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

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

Annual Cost(s) means for each Fiscal Year, the total of 1) the estimated cost of Services as determined by the City; 2) Administrative Expenses; and 3) any amounts needed to cure actual or projected delinquencies in Special Taxes for the current or previous Fiscal Year.

Annual Tax Escalation Factor means an increase in the Maximum Special Tax Rate each year following the Base Year in an amount not to exceed 2% annually.

Assessor means the Assessor of the County of Riverside.

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

Assessor's Parcel Map means an official map of the Assessor designating parcel(s) by Assessor's Parcel Number(s).

Assessor's Parcel Number means the number assigned to an Assessor's Parcel by the County for purposes of identification.

Base Year means Fiscal Year ending June 30, 2006.

CFD No. 1-S means the City of Perris Community Facilities District No. 1-S (South Perris Public Services).

CFD Administrator means an official of the City, or designee thereof, responsible for determining the Annual Costs and for levying and collecting the Special Taxes.

Council means the City Council of the City of Perris which acts for the District under the Act.

County means the County of Riverside, California.

Developed Property means for each Fiscal Year, commencing with Fiscal Year 2006/07, each Assessor's Parcel, for which a building permit for new construction was issued prior to May 1 of the previous Fiscal Year.

Exempt Property means an Assessor's Parcel that is not classified as Taxable Property. Exempt Property is not subject to the Special Tax.

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

Land Use Class means any of the classes listed in Table 1 under Section C below.

Maximum Annual Special Tax means the greatest amount of Special Tax, determined in accordance with Section C below, which may be levied in any Fiscal Year on any Assessor's Parcel.

Multi-Family Unit means all Developed Property for which building permits have been issued for attached residential units.

Non-Residential Property means all Developed Property for which a building permit(s) was issued for a non-residential use.

Public Property means any property within the boundaries of the District, the ownership of which is transferred to a public agency of the District, and is used for rights-of-way or any other purpose and is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency where the public agency has officially agreed to accept the offer of dedication; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

Residential Property means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing one or more residential dwelling units.

Services means services, including 1) police protection services, 2) fire protection services and 3) park maintenance services that are in addition to those services that were provided within the boundaries of CFD 1-S at the time of formation of CFD 1-S.

Single-Family Unit means all Developed Property for which a building permit has been issued for single family detached residential development. Single Family Unit also includes mobile homes within a mobile home park or on other property.

Special Tax means any tax levied within the District pursuant to the Act and this rate and method of apportionment of Special Tax.

State means the State of California.

Taxable Property means all of the Assessor's Parcels within the boundaries of CFD 1-S that are classified as Residential Property or Non-Residential Property.

B. LAND USE CLASSIFICATION

Each Fiscal Year, each Assessor's Parcel within the boundaries of the District shall be classified as Taxable Property, Public Property or Exempt Property. Each Assessor's Parcel of Taxable Property shall be classified as Residential Property or Non-Residential Property. Each Assessor's Parcel of Residential Property shall be further classified as either a Single-Family Unit or the number of Multi-Family Units located on such Assessor's Parcel.

C. MAXIMUM SPECIAL TAX RATES

Table 1
Base Year
Maximum Special Tax Rates

Land Use Class	Description	Maximum Special Tax	Special Tax Levy Basis
1	Residential Property Single-Family Unit	$313.00	per Unit
2	Residential Property Multi-Family Unit	$156.50	per Unit
3	Non-Residential Property	$1,252.00	per Acre

1. ESCALATION OF MAXIMUM SPECIAL TAX

Each Fiscal Year following the Base Year, the Maximum Special Tax Rate shall be increased in accordance with the Annual Tax Escalation Factor and otherwise adjusted as provided in this rate and method of apportionment.

2. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel of Developed Property may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Taxes for all Land Use Classes located on that Assessor's Parcel. For an Assessor's Parcel that contains both Residential Property and Non-Residential Property, the Acreage of such Assessor's Parcel shall be allocated to each type of property based on the amount of Acreage designated for each Land Use Class as determined by reference to the site plan approved for such Assessor's Parcel. The CFD Administrator's allocation to each type of property shall be final.

D. METHOD OF APPORTIONMENT

For each Fiscal Year the Council shall determine the Annual Costs and levy the Special Tax, until the amount of Special Taxes equals the Annual Costs. The Special Tax shall be levied each Fiscal Year as follows:

First: Calculate the available Special Tax revenues by taxing each Assessor's Parcel of Taxable Property at 100% of its Maximum Special Tax. If revenues are greater than the Annual Costs, then reduce the Special Tax proportionately against all Assessor's Parcels until the tax levy is set at an amount sufficient to cover the Annual Costs.

Second: Levy on each Assessor's Parcel of Taxable Property the amount calculated above. No Special Tax shall be levied on Exempt Property.

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

E. COLLECTION OF SPECIAL TAXES

Collection of the Special Tax shall be by the County in the same manner as *ad valorem* property taxes and the Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide other means of collecting the Special Tax if necessary to meet its financial obligations, including direct billings to the property owners.

F. ADMINISTRATIVE CHANGES AND APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve months after first having paid the first installment of the Special Tax that is disputed. If following such consultation, the CFD Administrator determines that an error has occurred, the CFD Administrator may amend the amount of the Special Tax levied on such Assessor's Parcel. If following such consultation and action, if any by the CFD Administrator, the landowner believes such error still exists, such person may file a written notice with the City Manager or designee of the City appealing the amount of the Special Tax levied on such Assessor's Parcel. Upon the receipt of such notice, the City Manager or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. The City Manager or designee thereof shall interpret this Rate and Method of Apportionment and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Manager or designee shall be final and binding as to all persons.

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

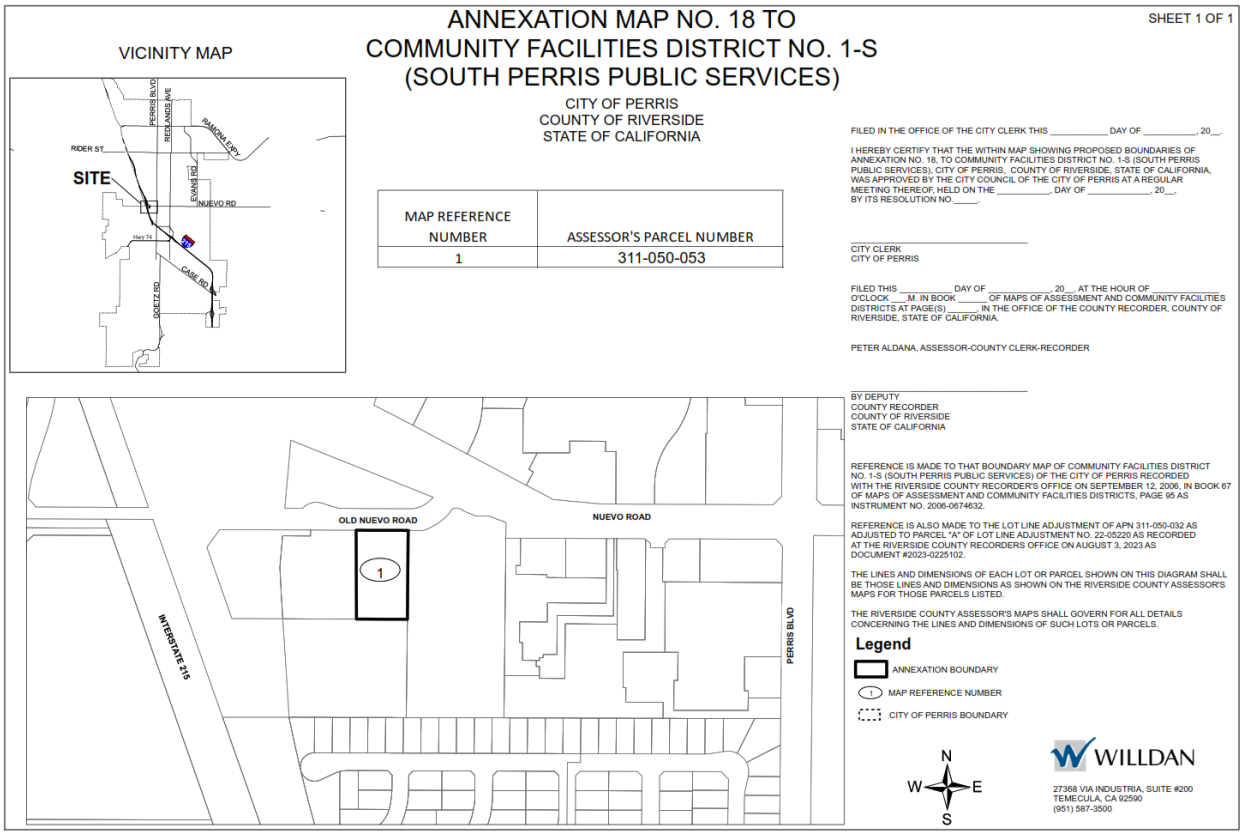
G. TERM OF SPECIAL TAX

The Special Tax shall be levied annually in perpetuity, unless terminated earlier by the Council.

Exhibit B

COMMUNITY FACILITIES DISTRICT NO. 1-S (SOUTH PERRIS PUBLIC SERVICES) OF THE CITY OF PERRIS, ANNEXATION NO. 18

BOUNDARY MAP



CITY OF PERRIS

10.F.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve the City's monthly Check Register for August 2026.

REQUESTED ACTION: Approve the City's Monthly Check Register for August 2026

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The check register for the month of August 2026 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1. Check Register for August 2026

ATTACHMENT 1

CHECK REGISTER – AUGUST 31, 2026

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
173855	08/05/2026	EFT	008881	ALESHIRE & WYNDER, LLP	101,584.15			
173856	08/05/2026	EFT	000566	AMAZON CAPITAL SERVICES	3,270.79			
173857	08/05/2026	EFT	000458	ATWORK FRANCHISE, INC.	2,070.96			
173858	08/05/2026	EFT	010215	AVANT GARDE, INC	3,584.25			
173859	08/05/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	8.81			
173860	08/05/2026	EFT	003583	HRF CONSTRUCTION INC	35,276.00			
173861	08/05/2026	EFT	010046	MANPOWER TEMP SERVICES,	1,351.08			
173862	08/05/2026	EFT	000937	EMMANUEL MARQUEZ	45.53			
173863	08/05/2026	EFT	001160	JIM FORBES VOICE, INC.	698.50			
173864	08/05/2026	EFT	002758	RIVERSIDE CONSTRUCTION CO	1,640,961.40			
173865	08/05/2026	EFT	007047	RK ENGINEERING GROUP INC	22,500.00			
173866	08/05/2026	EFT	002648	ROBERT MURRAY JOHNSON	2,467.00			
173867	08/05/2026	EFT	014788	SIGNIFICA DESIGN	340.00			
173868	08/05/2026	EFT	001689	SoCAL STEM LLC	1,300.00			
173869	08/05/2026	EFT	003614	RACHEL SWINSON	308.00			
173870	08/05/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	1,530.00			
173871	08/05/2026	EFT	002337	UNDER THE SUN LINE DANCE	525.00			
173872	08/05/2026	EFT	000566	AMAZON CAPITAL SERVICES	2,150.85			
173873	08/05/2026	EFT	000458	ATWORK FRANCHISE, INC.	13,815.01			
173874	08/05/2026	EFT	000957	BILL & DAVE'S LDSC MAINTE	58,492.36			
173875	08/05/2026	EFT	003582	CHESS WIZARDS INC	4,200.00			
173876	08/05/2026	EFT	003651	BERNARDO DE JESUS GOMEZ J	726.00			
173877	08/05/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	1,397.21			
173878	08/05/2026	EFT	001160	JIM FORBES VOICE, INC.	798.00			
173879	08/05/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	1,080.00			
173880	08/05/2026	EFT	001453	TalentZok	3,542.03			
173881	08/05/2026	EFT	002699	TRI-CITIES ANSWERING SERV	802.23			
173882	08/05/2026	EFT	000490	USK TAE KWON DO	1,260.00			
173883	08/05/2026	EFT	001602	WILLDAN FINANCIAL SERVICE	29,500.25			
173884	08/06/2026	PRINTED	001019	ANDERSON ELECTRIC	198.00			
173885	08/06/2026	PRINTED	002219	ANTONIO MARTINEZ	850.00			
173886	08/06/2026	PRINTED	001506	ALVARO ARVISO	250.00			
173887	08/06/2026	PRINTED	000132	AWARDS AND SPECIALTIES	41.75			
173888	08/06/2026	PRINTED	002546	BATTERY WORX INC.	321.81			
173889	08/06/2026	PRINTED	000436	BROTHER'S TOWING, INC	100.00			
173890	08/06/2026	PRINTED	013904	DEREK BROWN	1,008.00			
173891	08/06/2026	PRINTED	000036	CINTAS	1,824.52			
173892	08/06/2026	PRINTED	000772	CIVICPLUS	16,247.39			
173893	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	906.48			
173894	08/06/2026	PRINTED	002299	CoSTAR REALTY INFORMATION	6,209.52			
173895	08/06/2026	PRINTED	002564	DAR CORPORATION	5,035.00			
173896	08/06/2026	PRINTED	000741	DELL MARKETING LP	1,882.88			
173897	08/06/2026	PRINTED	002298	DENNIS GRUBB & ASSOCIATES	340.00			
173898	08/06/2026	PRINTED	001231	EASTERN MUNICIPAL WATER D	198.92			
173899	08/06/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	56,362.75			
173900	08/06/2026	PRINTED	002565	EMPIRE MOWERS, INC.	502.10			
173901	08/06/2026	PRINTED	003477	FEDERICO ESCOBEDO	3,295.00			
173902	08/06/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	1,518.15			
173903	08/06/2026	PRINTED	013750	FASTENAL COMPANY	902.98			
173904	08/06/2026	PRINTED	002640	GoGovApps	6,480.00			
173905	08/06/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	33,241.38			
173906	08/06/2026	PRINTED	010911	GRAFFITI TRACKER INC	18,900.00			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
173907	08/06/2026	PRINTED	002068	OLD TOWN WISE RIDERS, INC	790.27			
173908	08/06/2026	PRINTED	010828	INFOVISION SOFTWARE	2,500.00			
173909	08/06/2026	PRINTED	003440	INNOVATIVE TREE COMPANY	8,000.00			
173910	08/06/2026	PRINTED	000628	iWorQ Systems, Inc.	9,200.00			
173911	08/06/2026	PRINTED	014672	JOLLY JUMPS	3,000.00			
173912	08/06/2026	PRINTED	000366	KH METALS AND SUPPLY	397.14			
173913	08/06/2026	PRINTED	007140	KIMBALL MIDWEST	767.27			
173914	08/06/2026	PRINTED	000837	PAUL LOPEZ	482.14			
173915	08/06/2026	PRINTED	003471	GABRIEL MAURIES	1,764.00			
173916	08/06/2026	PRINTED	001938	MESA ENERGY SYSTEMS, INC.	825.00			
173917	08/06/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	373.22			
173918	08/06/2026	PRINTED	002274	MISSION PROPERTY ADVISORS	10,250.00			
173919	08/06/2026	PRINTED	014618	MMASC	125.00			
173920	08/06/2026	PRINTED	002972	MNJ TECHNOLOGIES DIRECT,	229.69			
173921	08/06/2026	PRINTED	001747	MOORE'S SHAVED ICE & COTT	1,125.00			
173922	08/06/2026	PRINTED	000779	NAPA AUTO PARTS	319.98			
173923	08/06/2026	PRINTED	000322	NETFILE	8,400.00			
173924	08/06/2026	PRINTED	002958	NIKITA HARRIS	1,463.00			
173925	08/06/2026	PRINTED	000379	O'REILLY FIRST CALL	114.69			
173926	08/06/2026	PRINTED	003327	PERRIS UNION HIGH SCHOOL	2,000.00			
173927	08/06/2026	PRINTED	001536	PERRIS VALLEY CHAMBER OF	2,000.00			
173928	08/06/2026	PRINTED	011201	PUBLIC ENTITY RISK MANAGE	3,227,158.00			
173929	08/06/2026	PRINTED	001932	PURCHASE POWER	23.75			
173930	08/06/2026	PRINTED	003617	RAPID PRINT SOLUTIONS	170.00			
173931	08/06/2026	PRINTED	000341	RESTORING HOPE COMMUNITY	250.00			
173932	08/06/2026	PRINTED	002108	MARLA RICO	378.00			
173933	08/06/2026	PRINTED	013584	ROSA'S BRIDE & TUX BOUTIQ	510.73			
173934	08/06/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	21,342.36			
173935	08/06/2026	PRINTED	001691	SOCALGAS	560.47			
173936	08/06/2026	PRINTED	002071	SOUTH COAST COPY SYSTEMS	85.24			
173937	08/06/2026	PRINTED	002071	SOUTH COAST COPY SYSTEMS	555.71			
173938	08/06/2026	PRINTED	007519	SPECTRUM BUSINESS	196.76			
173939	08/06/2026	PRINTED	002433	MOMAR INCORPORATED	1,784.99			
173940	08/06/2026	PRINTED	000995	UNIFIRST CORPORATION	188.96			
173941	08/06/2026	PRINTED	014555	VAL VERDE UNIFIED SCHOOL	701.75			
173942	08/06/2026	PRINTED	001600	VELASCO MATERIALS INC.	107.75			
173943	08/06/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	289.57			
173944	08/06/2026	PRINTED	003645	IK CONSULTING, LLC	2,945.00			
173945	08/06/2026	PRINTED	003528	24-HR EXPRESS SERVICES IN	5,615.00			
173946	08/06/2026	PRINTED	011647	4IMPRINT, INC.	1,405.88			
173947	08/06/2026	PRINTED	012979	ADAME LANDSCAPE, INC.	34,842.34			
173948	08/06/2026	PRINTED	001019	ANDERSON ELECTRIC	2,260.00			
173949	08/06/2026	PRINTED	000654	AT&T LONG DISTANCE	1,325.00			
173950	08/06/2026	PRINTED	002358	BROC	7,378.00			
173951	08/06/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	1,111.37			
173952	08/06/2026	PRINTED	000036	CINTAS	1,407.24			
173953	08/06/2026	PRINTED	014134	CONTINENTAL INTERPRETING	1,050.00			
173954	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	1,740.25			
173955	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	4,101.80			
173956	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	6,877.28			
173957	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	7,578.51			
173958	08/06/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	7,916.20			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
173959	08/06/2026	PRINTED	002418	CR&R ENVIRONMENTAL SERVIC	6,841.08			
173960	08/06/2026	PRINTED	002564	DAR CORPORATION	1,200.00			
173961	08/06/2026	PRINTED	000741	DELL MARKETING LP	1,914.74			
173962	08/06/2026	PRINTED	002298	DENNIS GRUBB & ASSOCIATES	10,335.00			
173963	08/06/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	14,689.61			
173964	08/06/2026	PRINTED	001774	GALLAGHER BENEFIT SERVICE	480.00			
173965	08/06/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	17,133.20			
173966	08/06/2026	PRINTED	002508	GONZALEZ PARTY & EVENT RE	1,165.00			
173967	08/06/2026	PRINTED	003632	GRAJEDA CONSTRUCTION CO	1,071.31			
173968	08/06/2026	PRINTED	002334	J&M LEYVA GENERAL ENGINEE	50,743.23			
173969	08/06/2026	PRINTED	002194	GREGORY THOMAS KILEY	5,500.00			
173970	08/06/2026	PRINTED	003465	MARIPOSA TREE MANAGEMENT,	4,305.00			
173971	08/06/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	487.67			
173972	08/06/2026	PRINTED	001020	OTIS ELEVATOR COMPANY	290.00			
173973	08/06/2026	PRINTED	001802	DANIEL PADILLA	1,056.59			
173974	08/06/2026	PRINTED	003647	PURPLE COMMUNICATIONS INC	282.00			
173975	08/06/2026	PRINTED	003560	MIGUEL QUIJADA	3,000.00			
173976	08/06/2026	PRINTED	014351	RIGHT OF WAY, INC.	3,900.00			
173977	08/06/2026	PRINTED	009611	REBECCA RIVERA	850.00			
173978	08/06/2026	PRINTED	003141	COUNTY OF RIVERSIDE-DEPT	11,166.32			
173979	08/06/2026	PRINTED	000092	ROGERS ANDERSON MALODY &	15,000.00			
173980	08/06/2026	PRINTED	001118	SC FUELS	14,518.16			
173981	08/06/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	1,245.25			
173982	08/06/2026	PRINTED	004000	STATE OF CALIFORNIA	175.00			
173983	08/06/2026	PRINTED	000530	T-MOBILE USA INC	165.00			
173984	08/06/2026	PRINTED	004565	TRANSPORT GRAPHICS	114.38			
173985	08/06/2026	PRINTED	001874	TRUE NORTH COMPLIANCE SER	19,613.93			
173986	08/06/2026	PRINTED	001344	WESTERN EXTERMINATOR COMP	898.66			
173987	08/12/2026	EFT	000566	AMAZON CAPITAL SERVICES	254.87			
173988	08/12/2026	EFT	000458	ATWORK FRANCHISE, INC.	7,533.95			
173989	08/12/2026	EFT	000053	MARY CATHY OWENS	374.50			
173990	08/12/2026	EFT	002132	FLO WATER INC.	608.79			
173991	08/12/2026	EFT	002161	FM WORKSPACE SOLUTIONS LL	668.05			
173992	08/12/2026	EFT	001815	HM CONSULTANTS, LLC	55,363.91			
173993	08/12/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	1,206.20			
173994	08/12/2026	EFT	000916	J THAYER COMPANY, INC.	130.16			
173995	08/12/2026	EFT	000893	MARYLIN MACIAS	798.18			
173996	08/12/2026	EFT	010046	MANPOWER TEMP SERVICES,	632.75			
173997	08/12/2026	EFT	000808	NIELSEN MERKSAMER PARRINE	18,000.00			
173998	08/12/2026	EFT	001681	NUTRIEN AG SOLUTION, INC.	774.83			
173999	08/12/2026	EFT	002648	ROBERT MURRAY JOHNSON	81,438.20			
174000	08/12/2026	EFT	002326	KRISTIN SCHENK	1,504.00			
174001	08/12/2026	EFT	000824	LAURA SOSA	4,650.00			
174002	08/12/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	360.00			
174003	08/12/2026	EFT	001453	TalentZok	9,593.44			
174004	08/12/2026	EFT	002857	TEAMSTERS LOCAL UNION NO.	7,854.00			
174005	08/12/2026	EFT	001311	TRULY NOLEN BRANCH 064	637.00			
174006	08/12/2026	EFT	002878	KAHLA WEBB	850.00			
174007	08/12/2026	EFT	001740	ACT 1 CONSTRUCTION, INC.	135,586.13			
174008	08/12/2026	EFT	000566	AMAZON CAPITAL SERVICES	3,294.71			
174009	08/12/2026	EFT	000458	ATWORK FRANCHISE, INC.	2,562.38			
174010	08/12/2026	EFT	010046	MANPOWER TEMP SERVICES,	2,161.72			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174011	08/12/2026	EFT	001160	JIM FORBES VOICE, INC.	1,166.78			
174012	08/12/2026	EFT	001453	TalentZok	1,884.00			
174013	08/12/2026	EFT	001311	TRULY NOLEN BRANCH 064	446.00			
174014	08/13/2026	PRINTED	003657	PAPA SMASH INC	1,494.59			
174015	08/13/2026	PRINTED	003500	ANDY ACEVEDO	12.18			
174016	08/13/2026	PRINTED	003515	CRISTAL ALBA	150.00			
174017	08/13/2026	PRINTED	000805	ALL AMERICAN ASPHALT	504.55			
174018	08/13/2026	PRINTED	000566	AMAZON WEB SERVICES, INC.	1,062.96			
174019	08/13/2026	PRINTED	002680	ANAHEIM LAWNMOWER SHOP &	430.99			
174020	08/13/2026	PRINTED	001019	ANDERSON ELECTRIC	13,747.00			
174021	08/13/2026	PRINTED	004169	ANGELA'S GLASS & MIRROR	1,152.50			
174022	08/13/2026	PRINTED	003142	ANIMAL CARE EQUIPMENT & S	128.60			
174023	08/13/2026	PRINTED	010908	AUTO ZONE COMMERCIAL	53.88			
174024	08/13/2026	PRINTED	010358	CALIFORNIA VETERINARY SPE	57.55			
174025	08/13/2026	PRINTED	002720	JACQUELINE CHAIREZ	300.00			
174026	08/13/2026	PRINTED	002390	CHRISTOPHER GALINDO	750.00			
174027	08/13/2026	PRINTED	000036	CINTAS	1,921.64			
174028	08/13/2026	PRINTED	000848	CONCENTRA MEDICAL CENTERS	220.00			
174029	08/13/2026	PRINTED	000241	MALCOLM CORONA	3,000.00			
174030	08/13/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	605.00			
174031	08/13/2026	PRINTED	000741	DELL MARKETING LP	1,813.94			
174032	08/13/2026	PRINTED	002565	EMPIRE MOWERS, INC.	2,731.43			
174033	08/13/2026	PRINTED	010116	JOSHUA ESTRADA	255.37			
174034	08/13/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	2,960.43			
174035	08/13/2026	PRINTED	002570	LA MICHOACANA	205.00			
174036	08/13/2026	PRINTED	002024	FEDERAL EXPRESS CORP	28.04			
174037	08/13/2026	PRINTED	003594	FAE CASEYLINE FELICIANO	150.00			
174038	08/13/2026	PRINTED	000033	FRONTIER	275.18			
174039	08/13/2026	PRINTED	001894	FUN EXPRESS, LLC	192.68			
174040	08/13/2026	PRINTED	003626	ANDRES GAMBOA	340.30			
174041	08/13/2026	PRINTED	015075	GREG GARAY	850.00			
174042	08/13/2026	PRINTED	002439	UNIVERSAL BACKGROUND SCRE	888.20			
174043	08/13/2026	PRINTED	001903	GRAINGER	316.75			
174044	08/13/2026	PRINTED	002598	HAULAWAY STORAGE CONTAINE	83.74			
174045	08/13/2026	PRINTED	000007	IMPERIAL SPRINKLER SUPPLY	1,563.31			
174046	08/13/2026	PRINTED	001047	INLAND ROAD SERVICE & TIR	416.20			
174047	08/13/2026	PRINTED	001491	INTERMEDIA.NET INC.	676.88			
174048	08/13/2026	PRINTED	002294	KASEYA US, LLC	1,836.56			
174049	08/13/2026	PRINTED	006031	LIEBERT CASSIDY WHITMORE	4,710.00			
174050	08/13/2026	PRINTED	002219	ANTONIO MARTINEZ	393.68			
174051	08/13/2026	PRINTED	002972	MNJ TECHNOLOGIES DIRECT,	229.69			
174052	08/13/2026	PRINTED	010231	MR. G'S PLUMBING	650.00			
174053	08/13/2026	PRINTED	000779	NAPA AUTO PARTS	653.04			
174054	08/13/2026	PRINTED	011503	NATIONAL DRIVE	8.00			
174055	08/13/2026	PRINTED	000933	LEMUEL NEAL	150.00			
174056	08/13/2026	PRINTED	000379	O'REILLY FIRST CALL	694.51			
174057	08/13/2026	PRINTED	001308	PBM SUPPLY & MFG. INC.	5.55			
174058	08/13/2026	PRINTED	002801	ANDRES PORRAS	900.00			
174059	08/13/2026	PRINTED	000517	REGIONAL CONSERVATION AUT	217,135.52			
174060	08/13/2026	PRINTED	001618	RIGHTWAY	270.60			
174061	08/13/2026	PRINTED	001825	RIVERSIDE COUNTY	30.00			
174062	08/13/2026	PRINTED	003108	RIVERSIDE COUNTY SHERIFF'	81,240.00			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174063	08/13/2026	PRINTED	006523	COUNTY OF RIVERSIDE	81,240.00			
174064	08/13/2026	PRINTED	001118	SC FUELS	32.50			
174065	08/13/2026	PRINTED	001118	SC FUELS	3,419.49			
174066	08/13/2026	PRINTED	003625	SIGN SPECIALISTS CORPORAT	1,528.60			
174067	08/13/2026	PRINTED	003659	SOUTHWEST RIVERSIDE CO.	1,000.00			
174068	08/13/2026	PRINTED	007519	SPECTRUM BUSINESS	196.76			
174069	08/13/2026	PRINTED	003654	MY KIN BOY ENTERPRISES, L	1,300.00			
174070	08/13/2026	PRINTED	003187	SCOTT JOSEPH MAGDAUG STOC	600.00			
174071	08/13/2026	PRINTED	011484	SYNTECH	3,024.00			
174072	08/13/2026	PRINTED	010825	ULINE	720.58			
174073	08/13/2026	PRINTED	000995	UNIFIRST CORPORATION	187.06			
174074	08/13/2026	PRINTED	001909	UNIFIRST FIRST AID CORP	267.95			
174075	08/13/2026	PRINTED	008060	UNITED WAY OF THE INLAND	3.00			
174076	08/13/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	1,595.08			
174077	08/13/2026	PRINTED	001464	ACTION SURVEYS, INC.	797.00			
174078	08/13/2026	PRINTED	000191	ACTIVE IMPRESSIONS	670.74			
174079	08/13/2026	PRINTED	012979	ADAME LANDSCAPE, INC.	381.88			
174080	08/13/2026	PRINTED	014992	AIR & HOSE SOURCE, INC.	32.86			
174081	08/13/2026	PRINTED	001019	ANDERSON ELECTRIC	6,137.00			
174082	08/13/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	4,882.79			
174083	08/13/2026	PRINTED	001050	CM WASH INC.	2,043.94			
174084	08/13/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	9,403.91			
174085	08/13/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	9,312.73			
174086	08/13/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	174.05			
174087	08/13/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	2,790.26			
174088	08/13/2026	PRINTED	001894	FUN EXPRESS, LLC	277.36			
174089	08/13/2026	PRINTED	001494	ALFREDO GARCIA	593.07			
174090	08/13/2026	PRINTED	001857	LUPITA GARCIA	448.54			
174091	08/13/2026	PRINTED	002205	HINDERLITER DeLLAMAS & AS	4,475.00			
174092	08/13/2026	PRINTED	002706	JOSE MARISCAL	250.00			
174093	08/13/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	457.94			
174094	08/13/2026	PRINTED	003507	MICHAEL A. PARR	480.00			
174095	08/13/2026	PRINTED	001817	PLEXUS GLOBAL LLC	106.00			
174096	08/13/2026	PRINTED	001693	SAFETY-KLEEN SYSTEMS, INC	856.81			
174097	08/13/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	14,085.87			
174098	08/13/2026	PRINTED	002419	SIGNAL HILL AUTO ENTERPRI	1,259.97			
174099	08/13/2026	PRINTED	001688	ST. NICK'S	11,745.00			
174100	08/13/2026	PRINTED	002395	PERRIS HOSPITALITY GROUP	1,350.00			
174101	08/13/2026	PRINTED	002433	MOMAR INCORPORATED	615.70			
174102	08/13/2026	PRINTED	001870	VISTA PAINT CORPORATION	478.77			
174103	08/13/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	398.43			
174104	08/19/2026	EFT	000566	AMAZON CAPITAL SERVICES	2,895.62			
174105	08/19/2026	EFT	001088	AMERICAN FORENSIC NURSES	342.00			
174106	08/19/2026	EFT	000458	ATWORK FRANCHISE, INC.	15,523.55			
174107	08/19/2026	EFT	002692	BARWINSKI DESIGN	150.00			
174108	08/19/2026	EFT	000915	BAY ALARM COMPANY	8,381.30			
174109	08/19/2026	VOID	000957	BILL & DAVE'S LDSC MAINTE	30,272.56			
174110	08/19/2026	VOID	000957	BILL & DAVE'S LDSC MAINTE	1,755.70			
174111	08/19/2026	EFT	011579	CAMERON WELDING SUPPLY	88.12			
174112	08/19/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	1,966.56			
174113	08/19/2026	EFT	003583	HRF CONSTRUCTION INC	775.00			
174114	08/19/2026	EFT	010046	MANPOWER TEMP SERVICES,	20,341.03			

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CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174115	08/19/2026	EFT	003499	JUAN C. NAVA	12.18			
174116	08/19/2026	EFT	001681	NUTRIEN AG SOLUTION, INC.	197.93			
174117	08/19/2026	EFT	010328	PACIFIC CODE COMPLIANCE	19,390.00			
174118	08/19/2026	EFT	001160	JIM FORBES VOICE, INC.	3,236.32			
174119	08/19/2026	EFT	007047	RK ENGINEERING GROUP INC	6,905.00			
174120	08/19/2026	EFT	001474	CRYSTAL SMITH	909.85			
174121	08/19/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	495.00			
174122	08/19/2026	EFT	001453	TalentZok	10,173.60			
174123	08/19/2026	EFT	002699	TRI-CITIES ANSWERING SERV	764.24			
174124	08/19/2026	EFT	001311	TRULY NOLEN BRANCH 064	322.00			
174125	08/19/2026	EFT	000566	AMAZON CAPITAL SERVICES	4,497.76			
174126	08/19/2026	EFT	000458	ATWORK FRANCHISE, INC.	6,747.11			
174127	08/19/2026	EFT	002060	KINGDOM CAUSES, INC.	79,563.47			
174128	08/19/2026	EFT	000808	NIELSEN MERKSAMER PARRINE	271.50			
174129	08/19/2026	EFT	010328	PACIFIC CODE COMPLIANCE	700.00			
174130	08/19/2026	EFT	000064	PETHEALTH SERVICES	28.70			
174131	08/19/2026	EFT	002072	VOICES FOR CHILDREN	19,404.12			
174132	08/19/2026	EFT	001602	WILLDAN FINANCIAL SERVICE	4,454.34			
174133	08/20/2026	PRINTED	003630	THE SHERWIN-WILLIAMS COMP	137.24			
174134	08/20/2026	PRINTED	000191	ACTIVE IMPRESSIONS	543.28			
174135	08/20/2026	PRINTED	003590	ALL4 LLC	15,163.54			
174136	08/20/2026	PRINTED	015152	COUNTY OF RIVERSIDE	213,647.50			
174137	08/20/2026	PRINTED	001087	BIO-TOX LABORATORIES	3,824.00			
174138	08/20/2026	PRINTED	001684	DAISY CORREA	2,417.61			
174139	08/20/2026	PRINTED	006608	DATA TICKET, INC.	704.93			
174140	08/20/2026	PRINTED	001779	DAVID WHEELER'S PEST CONT	250.00			
174141	08/20/2026	PRINTED	002369	DOWNSTREAM SERVICES, INC.	7,954.11			
174142	08/20/2026	PRINTED	000390	ELECNOR BELCO ELECTRIC, I	150,064.53			
174143	08/20/2026	PRINTED	001734	EPIC LAND SOLUTIONS, INC.	5,182.32			
174144	08/20/2026	PRINTED	011388	FAIR HOUSING COUNCIL OF R	30,139.16			
174145	08/20/2026	PRINTED	014615	FAMILY SERVICE ASSOC	3,982.28			
174146	08/20/2026	PRINTED	002439	UNIVERSAL BACKGROUND SCRE	952.09			
174147	08/20/2026	PRINTED	003635	MELLANO & COMPANY	455.00			
174148	08/20/2026	PRINTED	002636	THE PAW MISSION	12,500.00			
174149	08/20/2026	PRINTED	003611	PERRIS HOUSING INVESTORS,	41,584.01			
174150	08/20/2026	PRINTED	002456	PERRIS VALLEY VETERINARY	2,250.00			
174151	08/20/2026	PRINTED	003649	RIVERSIDE ART MUSEUM	475.00			
174152	08/20/2026	PRINTED	000188	COUNTY OF RIVERSIDE EMD	13,111.11			
174153	08/20/2026	PRINTED	006628	COUNTY OF RIVERSIDE	100.00			
174154	08/20/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	102,866.38			
174155	08/20/2026	PRINTED	001690	SOUTHERN CALIFORNIA EDISO	16,820.98			
174156	08/20/2026	PRINTED	003658	AARON SCHERER	250.00			
174157	08/20/2026	PRINTED	003599	THINK BIG DREAM BIG FOUND	1,533.09			
174158	08/20/2026	PRINTED	001435	TLC ANIMAL REMOVAL SERVIC	1,000.00			
174159	08/20/2026	PRINTED	000688	COUNTY OF RIVERSIDE	125,669.81			
174160	08/20/2026	PRINTED	000922	UNITED RENTALS (NORTH AME	1,566.59			
174161	08/20/2026	PRINTED	011190	UNITED STORM WATER, INC	129,626.84			
174162	08/20/2026	PRINTED	003528	24-HR EXPRESS SERVICES IN	3,104.50			
174163	08/20/2026	PRINTED	000191	ACTIVE IMPRESSIONS	668.05			
174164	08/20/2026	PRINTED	014992	AIR & HOSE SOURCE, INC.	147.27			
174165	08/20/2026	PRINTED	014196	AK & COMPANY	3,500.00			
174166	08/20/2026	PRINTED	000668	ALBERT A. WEBB ASSOCIATES	7,567.09			

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174167	08/20/2026	PRINTED	000805	ALL AMERICAN ASPHALT	254.58			
174168	08/20/2026	PRINTED	003590	ALL4 LLC	16,678.26			
174169	08/20/2026	PRINTED	014752	AUTO AIDE TOWING	59,519.50			
174170	08/20/2026	PRINTED	000957	BILL & DAVE'S LDSC MAINTE	37,718.09			
174171	08/20/2026	PRINTED	003574	BRIGHTLIGHT PHOTO BOOTH	1,000.00			
174172	08/20/2026	PRINTED	002803	BUCKNAM INFRASTRUCTURE GR	1,305.00			
174173	08/20/2026	PRINTED	000158	CAMPOS MATERIALS	323.25			
174174	08/20/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	2,716.55			
174175	08/20/2026	PRINTED	000036	CINTAS	1,430.62			
174176	08/20/2026	PRINTED	000036	CINTAS	17.70			
174177	08/20/2026	PRINTED	001050	CM WASH INC.	227.75			
174178	08/20/2026	PRINTED	014134	CONTINENTAL INTERPRETING	700.00			
174179	08/20/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	3,268.84			
174180	08/20/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	166.70			
174181	08/20/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	4,593.28			
174182	08/20/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	8,297.27			
174183	08/20/2026	PRINTED	002418	CR&R INCORPORATED	80.00			
174184	08/20/2026	PRINTED	002418	CR&R INCORPORATED	13,686.12			
174185	08/20/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	221.34			
174186	08/20/2026	PRINTED	006608	DATA TICKET, INC.	150.00			
174187	08/20/2026	PRINTED	001779	DAVID WHEELER'S PEST CONT	7,240.00			
174188	08/20/2026	PRINTED	003435	GABRIELA DELGADO	2.36			
174189	08/20/2026	PRINTED	000741	DELL MARKETING LP	7,572.43			
174190	08/20/2026	PRINTED	002298	DENNIS GRUBB & ASSOCIATES	12,435.00			
174191	08/20/2026	PRINTED	003800	ENVIRONMENTAL SYSTEMS RES	21,475.00			
174192	08/20/2026	PRINTED	006479	EWING IRRIGATION PRODUCTS	597.42			
174193	08/20/2026	PRINTED	002283	EXP U.S. SERVICES INC.	84,613.53			
174194	08/20/2026	PRINTED	002955	EXTREME WINDOW TINTING LL	10,550.00			
174195	08/20/2026	PRINTED	002024	FEDERAL EXPRESS CORP	19.32			
174196	08/20/2026	PRINTED	001613	HEIDI FLORES	275.52			
174197	08/20/2026	PRINTED	002439	UNIVERSAL BACKGROUND SCRE	1,528.12			
174198	08/20/2026	PRINTED	002340	LEFT COAST CONSULTANTS, I	39,331.39			
174199	08/20/2026	PRINTED	002598	HAULAWAY STORAGE CONTAINE	83.74			
174200	08/20/2026	PRINTED	010718	HONEYWELL GLOBAL FINANCE	19,912.80			
174201	08/20/2026	PRINTED	001149	IB REPROGRAPHICS INC.	478.30			
174202	08/20/2026	PRINTED	014230	IDS GROUP	20,000.00			
174203	08/20/2026	PRINTED	014260	IRON MOUNTAIN	1,409.93			
174204	08/20/2026	PRINTED	002845	JOY VIBE YOGA & WELLNESS	300.00			
174205	08/20/2026	PRINTED	002194	GREGORY THOMAS KILEY	5,785.68			
174206	08/20/2026	PRINTED	011438	LANGSTON MOTORSPORTS	487.91			
174207	08/20/2026	PRINTED	011681	LAWLER'S TRIPLE L TOWING	340.00			
174208	08/20/2026	PRINTED	002879	GUSTAVO LUA	436.97			
174209	08/20/2026	PRINTED	000779	NAPA AUTO PARTS	268.28			
174210	08/20/2026	PRINTED	000379	O'REILLY FIRST CALL	206.34			
174211	08/20/2026	PRINTED	002636	THE PAW MISSION	12,500.00			
174212	08/20/2026	PRINTED	014492	PERRIS UNION HIGH SCHOOL	550.00			
174213	08/20/2026	PRINTED	001532	PITNEY BOWES INC	245.73			
174214	08/20/2026	PRINTED	001817	PLEXUS GLOBAL LLC	133.00			
174215	08/20/2026	PRINTED	011201	PUBLIC ENTITY RISK MANAGE	12,600.00			
174216	08/20/2026	PRINTED	002108	MARLA RICO	204.00			
174217	08/20/2026	PRINTED	014351	RIGHT OF WAY, INC.	1,050.00			
174218	08/20/2026	PRINTED	003109	RIVERSIDE COUNTY SHERIFF'	11,358.80			

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174219	08/20/2026	PRINTED	003652	ROC PLATINUM HOSPITALITY	243.28			
174220	08/20/2026	PRINTED	013584	ROSA'S BRIDE & TUX BOUTIQ	1,083.96			
174221	08/20/2026	PRINTED	014197	NANCY SALAZAR	800.00			
174222	08/20/2026	PRINTED	000581	JOAN SARMIENTO-ARRIOLA	59.65			
174223	08/20/2026	PRINTED	001118	SC FUELS	883.29			
174224	08/20/2026	PRINTED	001085	SHRED-IT C/O STERICYCLE,	561.44			
174225	08/20/2026	PRINTED	002557	SIDDHARTH S CHHOKAR	750.00			
174226	08/20/2026	PRINTED	000529	SITEONE LANDSCAPE SUPPLY,	407.32			
174227	08/20/2026	PRINTED	001691	SOCALGAS	759.48			
174228	08/20/2026	PRINTED	002163	SPECTRUM CLEANERS	210.50			
174229	08/20/2026	PRINTED	001885	MAI II PROPERTIES LLC	163.00			
174230	08/20/2026	PRINTED	002793	STANGUARD AQUATICS	1,106.00			
174231	08/20/2026	PRINTED	002026	CALIFORNIA STATE WATER RE	4,212.00			
174232	08/20/2026	PRINTED	002458	STATELINE CLASSICS LLC	1,497.50			
174233	08/20/2026	PRINTED	003618	TD PROBUILD LLC	79,589.40			
174234	08/20/2026	PRINTED	002356	TERRA PACIFIC, LLC	13,530.00			
174235	08/20/2026	PRINTED	003578	TIERRA WEST ADVISORS, INC	8,695.00			
174236	08/20/2026	PRINTED	003460	MARIA QUEZADA/JOSE MUNZAN	2,562.50			
174237	08/20/2026	PRINTED	000995	UNIFIRST CORPORATION	187.06			
174238	08/20/2026	PRINTED	000922	UNITED RENTALS (NORTH AME	345.71			
174239	08/20/2026	PRINTED	001378	VAL VERDE TEEN VISION	850.00			
174240	08/20/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	565.63			
174241	08/20/2026	PRINTED	003505	MONACO INC	7,669.20			
174242	08/26/2026	EFT	000566	AMAZON CAPITAL SERVICES	53.38			
174243	08/26/2026	EFT	002666	DATA CENTER WAREHOUSE, LL	16,365.87			
174244	08/26/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	526.90			
174245	08/26/2026	EFT	001311	TRULY NOLEN BRANCH 064	2,900.00			
174246	08/26/2026	EFT	002072	VOICES FOR CHILDREN	1,928.88			
174247	08/26/2026	EFT	000566	AMAZON CAPITAL SERVICES	4,432.18			
174248	08/26/2026	EFT	000458	ATWORK FRANCHISE, INC.	7,060.40			
174249	08/26/2026	EFT	000915	BAY ALARM COMPANY	70.00			
174250	08/26/2026	EFT	002668	C2PM	140,451.00			
174251	08/26/2026	EFT	000386	FIRST SECURITY FINANCE, I	2,563.82			
174252	08/26/2026	EFT	002132	FLO WATER INC.	156.24			
174253	08/26/2026	EFT	001848	GLENN LUKOS ASSOCIATES, I	7,065.58			
174254	08/26/2026	EFT	001582	HOME DEPOT CREDIT SERVICE	2,075.79			
174255	08/26/2026	EFT	000916	J THAYER COMPANY, INC.	53.77			
174256	08/26/2026	EFT	000273	CRYSTAL KELLER	228.32			
174257	08/26/2026	EFT	010046	MANPOWER TEMP SERVICES,	4,562.92			
174258	08/26/2026	EFT	001777	MARK THOMAS & COMPANY, IN	36,256.50			
174259	08/26/2026	EFT	002681	MUNICIPAL PROJECT MANAGEM	10,140.00			
174260	08/26/2026	EFT	000808	NIELSEN MERKSAMER PARRINE	715.50			
174261	08/26/2026	EFT	001681	NUTRIEN AG SOLUTION, INC.	1,156.18			
174262	08/26/2026	EFT	007047	RK ENGINEERING GROUP INC	2,160.00			
174263	08/26/2026	EFT	002648	ROBERT MURRAY JOHNSON	7,864.00			
174264	08/26/2026	EFT	002326	KRISTIN SCHENK	1,504.00			
174265	08/26/2026	EFT	002361	TADEO'S MOBILE WASH, LLC	90.00			
174266	08/26/2026	EFT	001453	TalentZok	1,444.40			
174267	08/26/2026	EFT	001311	TRULY NOLEN BRANCH 064	1,196.00			
174268	08/27/2026	PRINTED	014992	AIR & HOSE SOURCE, INC.	114.48			
174269	08/27/2026	PRINTED	000805	ALL AMERICAN ASPHALT	377.34			
174270	08/27/2026	PRINTED	001019	ANDERSON ELECTRIC	5,143.00			

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174271	08/27/2026	PRINTED	000957	BILL & DAVE'S LDSC MAINTE	11,347.86			
174272	08/27/2026	PRINTED	003663	BISNOW LLC	7,500.00			
174273	08/27/2026	PRINTED	002167	CANON FINANCIAL SERVICES,	547.48			
174274	08/27/2026	PRINTED	014299	CG RESOURCE MANAGEMENT	72.50			
174275	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	7,303.07			
174276	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	1,351.78			
174277	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	7,001.58			
174278	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	439.04			
174279	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	15,048.95			
174280	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	4,193.88			
174281	08/27/2026	PRINTED	014696	CORPORATE PAYMENT SYSTEMS	543.47			
174282	08/27/2026	PRINTED	002418	CR&R INCORPORATED	12,454.34			
174283	08/27/2026	PRINTED	002302	CTWS, LLC	49.65			
174284	08/27/2026	PRINTED	008008	DAN'S FEED AND SEED INC.	309.10			
174285	08/27/2026	PRINTED	002298	DENNIS GRUBB & ASSOCIATES	405.00			
174286	08/27/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	107,482.13			
174287	08/27/2026	PRINTED	013750	FASTENAL COMPANY	616.06			
174288	08/27/2026	PRINTED	002024	FEDERAL EXPRESS CORP	18.83			
174289	08/27/2026	PRINTED	014307	GARCIA'S GARAGE	1,243.49			
174290	08/27/2026	PRINTED	010349	ARTURO GARCIA	111.33			
174291	08/27/2026	PRINTED	002868	GME SUPPLY COMPANY	254.65			
174292	08/27/2026	PRINTED	001903	GRAINGER	990.77			
174293	08/27/2026	PRINTED	002865	IMAGE AUTO GLASS	585.00			
174294	08/27/2026	PRINTED	001047	INLAND ROAD SERVICE & TIR	3,630.25			
174295	08/27/2026	PRINTED	002618	JMD	10,170.90			
174296	08/27/2026	PRINTED	002566	JOSE CHAVEZ	225.00			
174297	08/27/2026	PRINTED	000366	KH METALS AND SUPPLY	1,051.99			
174298	08/27/2026	PRINTED	001938	MESA ENERGY SYSTEMS, INC.	724.00			
174299	08/27/2026	PRINTED	002360	ZEIDMAN FAMILY CORPORATIO	617.13			
174300	08/27/2026	PRINTED	000379	O'REILLY FIRST CALL	777.27			
174301	08/27/2026	PRINTED	000377	OPENGOV, INC.	16,144.36			
174302	08/27/2026	PRINTED	001020	OTIS ELEVATOR COMPANY	290.00			
174303	08/27/2026	PRINTED	000040	PAPER RECYCLING & SHREDDI	105.00			
174304	08/27/2026	PRINTED	001308	PBM SUPPLY & MFG. INC.	345.95			
174305	08/27/2026	PRINTED	001473	ANDREW PETERS	1,031.80			
174306	08/27/2026	PRINTED	001532	PITNEY BOWES INC	174.38			
174307	08/27/2026	PRINTED	003600	QQCW TOPCO LLC	132.96			
174308	08/27/2026	PRINTED	015062	ARCENIO RAMIREZ	182.45			
174309	08/27/2026	PRINTED	001542	RIVERSIDE CTY COLLEGE DIS	300.00			
174310	08/27/2026	PRINTED	003109	RIVERSIDE COUNTY SHERIFF'	22,068.55			
174311	08/27/2026	PRINTED	003660	ROBERTSON RECREATIONAL SU	79,290.72			
174312	08/27/2026	PRINTED	013584	ROSA'S BRIDE & TUX BOUTIQ	649.19			
174313	08/27/2026	PRINTED	001118	SC FUELS	911.68			
174314	08/27/2026	PRINTED	001891	SOUNDTHINKING, INC.	399,000.00			
174315	08/27/2026	PRINTED	012101	SOUTH COAST AQMD	176.41			
174316	08/27/2026	PRINTED	002071	SOUTH COAST COPY SYSTEMS	621.01			
174317	08/27/2026	PRINTED	007519	SPECTRUM BUSINESS	2,527.56			
174318	08/27/2026	PRINTED	003562	VALERIE L STARCK	837.39			
174319	08/27/2026	PRINTED	002655	ARIZONA MACHINERY LLC	98.98			
174320	08/27/2026	PRINTED	000134	SUNDOWN WINDOW TINTING, I	4,002.00			
174321	08/27/2026	PRINTED	002355	LUZ TABARES	187.62			
174322	08/27/2026	PRINTED	003664	TeamCALIFORNIA ECONOMIC D	3,000.00			

CITY OF PERRIS, CA - LIVE

AP CHECK RECONCILIATION REGISTER

FOR CASH ACCOUNT: 9990000 1011 FOR: All

CHECK #	CHECK DATE	TYPE	VENDOR	NAME	UNCLEARED	CLEARED	BATCH	CLEAR DATE
174323	08/27/2026	PRINTED	000688	COUNTY OF RIVERSIDE	2,489.00			
174324	08/27/2026	PRINTED	007900	VERIZON WIRELESS	16,305.40			
174325	08/27/2026	PRINTED	015004	WALTERS WHOLESALE ELECTRI	972.93			
174326	08/27/2026	PRINTED	001019	ANDERSON ELECTRIC	5,378.00			
174327	08/27/2026	PRINTED	000433	ABRAHAM CAMPOS	97.76			
174328	08/27/2026	PRINTED	015171	DEPARTMENT OF TOXIC SUBST	250.00			
174329	08/27/2026	PRINTED	001725	DEPT OF TRANSPORTATION	4,480.21			
174330	08/27/2026	PRINTED	012311	EASTERN MUNICIPAL WATER D	2,287.15			
174331	08/27/2026	PRINTED	002565	EMPIRE MOWERS, INC.	100.18			
174332	08/27/2026	PRINTED	010231	MR. G'S PLUMBING	1,200.00			
174333	08/27/2026	PRINTED	004565	TRANSPORT GRAPHICS	844.10			
174334	08/27/2026	PRINTED	011190	UNITED STORM WATER, INC	63,723.90			
174335	08/27/2026	PRINTED	001344	WESTERN EXTERMINATOR COMP	898.66			
		481 CHECKS		CASH ACCOUNT TOTAL	9,314,758.17	.00		

AUGUST 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

CHECK NUMBER	CHECK DATE	VENDOR NAME	DESCRIPTION	CHECK AMOUNT
173862	08/05/2026	EMMANUEL MARQUEZ	EMPLOYEE- MILEAGE REIMBURSEMENT 04/01/26-06/30/26	45.53
173869	08/05/2026	RACHEL SWINSON	VENDOR- ADULT SALSA INSTRUCTOR JUNE 2026	308.00
173885	08/06/2026	ANTONIO MARTINEZ	EMPLOYEE-VISION REIMBURSEMENT FY 26/27	850.00
173886	08/06/2026	ALVARO ARVISO	EMPLOYEE- BOOT REIMBURSEMENT FY 26/27	250.00
173890	08/06/2026	DEREK BROWN	VENDOR- HIP HOP INSTRUCTOR JULY 2026	1,008.00
173901	08/06/2026	FEDERICO ESCOBEDO	VENDOR- SOUTH PERRIS FIRE STATION LEASE AUGUST 2026	3,295.00
173914	08/06/2026	PAUL LOPEZ	EMPLOYEE- MILEAGE REIMBURSEMENT FOR ESRI CONFERENCE JULY 2026	482.14
173915	08/06/2026	GABRIEL MAURIES	VENDOR- FUTSAL INSTRUCTOR JUNE-AUGUST 2026	1,764.00
173924	08/06/2026	NIKITA HARRIS	VENDOR- PILATES INSTRUCTOR JULY 2026	1,463.00
173932	08/06/2026	MARLA RICO	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	378.00
173973	08/06/2026	DANIEL PADILLA	EMPLOYEE- VISION AND UNIFORM REIMBURSEMENT FY 25/26	1,056.59
173975	08/06/2026	MIGUEL QUIJADA	EMPLOYEE- EDUCATION REIMBURSEMENT FY 25/26	3,000.00
173977	08/06/2026	REBECCA RIVERA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	850.00
173989	08/12/2026	MARY CATHY OWENS	VENDOR- KAJUKENBO INSTRUCTOR JULY 2026	374.50
173995	08/12/2026	MARYLIN MACIAS	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	798.18
174000	08/12/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00
174001	08/12/2026	LAURA SOSA	VENDOR- FITNESS INSTRUCTOR JULY 2026	4,650.00
174006	08/12/2026	KAHLA WEBB	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	850.00
174015	08/13/2026	ANDY ACEVEDO	EMPLOYEE- REIMBURSEMENT FOR IN-N-OUT PURCHASE ON SPECIAL OLYMPIC DAY	12.18
174016	08/13/2026	CRISTAL ALBA	VENDOR- PUBLIC ART UTILITY BOX PROBLEM	150.00
174025	08/13/2026	JACQUELINE CHAIREZ	VENDOR- PUBLIC ART UTILITY BOX PROBLEM	300.00
174026	08/13/2026	CHRISTOPHER GALINDO	VENDOR- COSTUME CHARACTERS FOR PERRIS CON	750.00
174029	08/13/2026	MALCOLM CORONA	EMPLOYEE- EDUCATION REIMBURSEMENT FY 26/27	3,000.00
174033	08/13/2026	JOSHUA ESTRADA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	255.37
174040	08/13/2026	ANDRES GAMBOA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	340.30
174041	08/13/2026	GREG GARAY	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	850.00
174050	08/13/2026	ANTONIO MARTINEZ	EMPLOYEE- MILEAGE REIMBURSEMENT JULY-AUGUST 2026	393.68
174055	08/13/2026	LEMUEL NEAL	VENDOR- REFEREE FOR BASKETBALL GAMES 07/25/26-08/08/26	150.00
174058	08/13/2026	ANDRES PORRAS	VENDOR- PHOTO BOOTH FOR PERRIS CON 2026	900.00
174070	08/13/2026	SCOTT JOSEPH MAGDAUG STOCKTON	VENDOR- DJ SERVICES FOR PERRIS CON 2026	600.00
174089	08/13/2026	ALFREDO GARCIA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	593.07
174090	08/13/2026	LUPITA GARCIA	EMPLOYEE- VISION REIMBURSEMENT FY 25/26	448.54
174092	08/13/2026	JOSE MARISCAL	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	250.00
174115	08/19/2026	JUAN C. NAVA	EMPLOYEE- REIMBURSEMENT FOR IN-N-OUT PURCHASE ON SPECIAL OLYMPIC DAY	12.18
174120	08/19/2026	CRYSTAL SMITH	EMPLOYEE- EDUCATION REIMBURSEMENT FY 26/27	909.85
174138	08/20/2026	DAISY CORREA	EMPLOYEE- EDUCATION REIMBURSEMENT FY 25/26	2,417.61
174156	08/20/2026	AARON SCHERER	VENDOR- PERMIT REFUND	250.00
174188	08/20/2026	GABRIELA DELGADO	EMPLOYEE- MILEAGE REIMBURSEMENT 07/16/2026	2.36
174196	08/20/2026	HEIDI FLORES	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	275.52
174208	08/20/2026	GUSTAVO LUA	EMPLOYEE- VISION REIMBURSEMENT FY 26/27	436.97
174216	08/20/2026	MARLA RICO	EMPLOYEE- EDUCATION REIMBURSEMENT FY 26/27	204.00
174221	08/20/2026	NANCY SALAZAR	EMPLOYEE- REFUND FOR CANDIDATE STATEMENT DEPOSIT	800.00
174222	08/20/2026	JOAN SARMIENTO-ARRIOLA	EMPLOYEE- REIMBURSEMENT FOR SUPPLIES PURCHASED AT STATER'S	59.65
174236	08/20/2026	MARIA QUEZADA/JOSE MUNZANARES	VENDOR- ERC EVENT CATERING 08/20/26	2,562.50
174256	08/26/2026	CRYSTAL KELLER	EMPLOYEE- BOOT REIMBURSEMENT FY 26/27	228.32
174264	08/26/2026	KRISTIN SCHENK	VENDOR- GARNISHMENT PAY	1,504.00

AUGUST 2026 - EMPLOYEE / INDIVIDUAL PAYMENTS

174290	08/27/2026	ARTURO GARCIA	EMPLOYEE- REIMBURSEMEMNT FOR STAFF LUNCH AT SIZZLER'S	111.33
174296	08/27/2026	JOSE CHAVEZ	EMPLOYEE- REIMBURSEMENT FOR COMMERCIAL LEARNER'S PERMIT & PHYSICAL	225.00
174305	08/27/2026	ANDREW PETERS	EMPLOYEE- BOOT & VISION REIMBURSEMENT FY 26/27	1,031.80
174308	08/27/2026	ARCENIO RAMIREZ	EMPLOYEE- REIMBURSEMENT FOR STAFF LUNCH ON 08/10/26 & 08/12/26	182.45
174318	08/27/2026	VALERIE L STARCK	VENDOR- DEPOSIT FOR BRONZE PLAQUE AT MORGAN PARK	837.39
174321	08/27/2026	LUZ TABARES	EMPLOYEE- REIMBURSEMENT FOR BUSINESS DINNER EVENT: 96TH ANNIVERSARY MEXICAN CONSULATE 08/21/26	187.62
174327	08/27/2026	ABRAHAM CAMPOS	EMPLOYEE- BOOT REIMBURSEMENT FY 25/26	97.76

CITY OF PERRIS

10.G.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve Professional Services Agreement with HdL Companies for annual compliance and financial audit services for cannabis businesses in the City for a 2-year term with a contract amount of $288,000.

REQUESTED ACTION: That the City Council approve a Professional Services Agreement with HdL Companies and authorizes the City Manager to execute the agreement and all necessary documents, subject to the City Attorney's approval as to form.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

In August 2024, the City Council approved a two-year contract services agreement with HdL Companies. Under this agreement, HdL Companies is responsible for the application review, background checks, compliance inspections, and financial audits of cannabis businesses operating within the City. The total contract amount was not to exceed $576,000, based on a projection of thirty-six (36) cannabis businesses operating within the City over the two-year term.

As of the most recent count, the number of active cannabis businesses operating within the City is eighteen (18), as summarized in the chart below.

Cannabis Use Type	Active Businesses
Cultivation Use	7
Distribution Use	3
Manufacturing Use	1
Retail/Dispensary Use	7
Testing Use	0
TOTAL	18

Despite the decrease in the number of active businesses, HdL's annual cost per business has remained unchanged from the previous contract at $16,000 per business, consistent with the rate approved by Council in 2024. Applying this same per-business methodology to the current count of 18 active

businesses results in a proposed contract amount of $288,000 for the two-year term. The cost of these services is recovered through an annual application filing fee of $16,000 paid by each cannabis business, which covers the administrative costs and HdL fees associated with the compliance program. As a result, the agreement will not impact the City's General Fund.

REQUEST FOR PROPOSAL:

In March 2026, city staff contacted various cannabis compliance firms to request proposals and scopes of work. Two firms responded, HdL Companies and one other firm. Of the two, only HdL Company can provide the full spectrum of services without the need to outsource, namely: compliance inspections and financial audits, background checks, business application reviews, technical assistance, and subject matter expertise.

HdL Companies has served as the City's cannabis compliance consultant since the current agreement was approved in August 2024, and brings strong familiarity with the City's cannabis businesses, ordinances, and processes. HdL also stands apart as the only firm under consideration with no working relationships with private cannabis entities. Because HdL's focus remains solely on the public sector, including governmental activities and functions, the firm is uniquely positioned to understand and address the City's specific needs and challenges. This public-sector focus removes any potential conflicts of interest tied to competing private-sector obligations, keeping the City's priorities at the center of their work. Over the course of the current agreement, HdL Companies has conducted on-site compliance reviews and financial audits that uncovered and addressed several issues in cannabis businesses residing in the City. The cost of these services is recovered through an annual application filing fee of $16,000 paid by each cannabis business, which covers the administrative costs and HdL fees associated with the compliance program. As a result, the agreement will not impact the City's General Fund.

RECOMMENDATION:

Staff recommends that the City Council authorize the City Manager to execute a contract for services agreement with HdL Companies for the application review and compliance/financial audits of cannabis businesses in the City in the amount of $288,000 for a two-year term, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT:

Costs for services will not impact the General Fund. Services will be charged on a per-application, per-inspection, or per-audit basis and will be paid by the applicant or recovered through cannabis business tax and fee revenue.

Prepared By: Veronica Arana, Emergency Operations & Cannabis Compliance Manager

Attachments:

1. Professional Services Agreement.pdf
2. 2026 Cannabis Operators.pdf
3. Overall Cannabis Operators.pdf

ATTACHMENT 1

Professional Services Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
HINDERLITER, DE LLAMAS & ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 29 day of September, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and HINDERLITER, DE LLAMAS & ASSOCIATES, a California corporation dba HdL Companies ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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.

COMPENSATION AND METHOD OF PAYMENT

Contract Sum. Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed Two Hundred Eighty-Eight Thousand Dollars ($288,000) ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than September 29, 2028 ("**Term**").

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

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

COORDINATION OF WORK

Representative of Consultant. The representative of Consultant is Matthew Eaton (HdL Director of Compliance, (714) 879-5000, and meaton@hdlcompanies.com), who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

Contract Officer for City. The Contract Officer for City is The Contract Officer for City is Clara Miramontes (City Manager, (951) 943-6100, and cmiramontes@cityofperris.org) (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

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

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

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

INSURANCE AND INDEMNIFICATION

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

Commercial General Liability Insurance. A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG

00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general 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 Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

Excess Liability Insurance. Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates

with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

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

General Insurance Requirements.

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

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

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

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

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

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

Indemnification.

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom. Both parties understand and agree that nothing in this Agreement constitutes advice by Consultant to City to violate any existing law. In the event that federal or State law may now, or subsequently, prohibit the actions recommended by Consultant pursuant to this Agreement,

Consultant shall not be obligated to indemnify, defend, or hold harmless, as contemplated in this Subsection 5.3(a), the City or City's Parties in any enforcement action under federal or State law which alleges that the City or City Parties have violated federal or State law and which relates to services provided by Consultant under this Agreement.

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

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

RECORDS, REPORTS AND RELEASE OF INFORMATION

Records. Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to

any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

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

ENFORCEMENT OF AGREEMENT AND TERMINATION

California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the Parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement

shall be instituted in the Superior Court of the County of Riverside, State of California, or any other appropriate court in such county, and Consultant agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Riverside, State of California.

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

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

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

Retention of Funds. Consultant hereby authorizes City to deduct from any amount payable to Consultant (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs,

liabilities, or damages suffered by City, and (ii) all amounts for which City may be liable to third parties, by reason of Consultant's acts or omissions in performing or failing to perform Consultant's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Consultant, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, City may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other

necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

MISCELLANEOUS PROVISIONS

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

delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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.

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

Corporate Authority. The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Robert Khuu, City Attorney

CONSULTANT:
HINDERLITER, DE LLAMAS & ASSOCIATES, a California corporation dba HdL Companies

By: _____
Name: Robert Grey
Title: Vice President

By: _____
Name: _____
Title: _____

Address: 120 S. State College Blvd.
Suite 200
Brea, CA 92821

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

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Consultant's Proposal and attached hereto.

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

III. Consultant will perform the following Services:

A. Objective 1: Supplemental Background Checks. Consultant shall provide supplemental background checks of all owners, principals, managers and/or employees of cannabis businesses, as more particularly described in Consultant's Proposal. Costs for this Objective are paid directly to Consultant by the applicant and are not charged to City.

B. Objective 2: Annual Revenue Audits. Consultant shall conduct an annual revenue audit of each cannabis business to verify the accuracy of the revenue reported and remitted to City, and shall recommend a tax adjustment should the audit reveal any variances in reported revenue, as more particularly described in Consultant's Proposal.

C. Objective 3: Compliance Inspections. Consultant shall conduct one or more on-site compliance inspections annually, as requested by City, for each permitted cannabis business to determine compliance with State and/or local laws, as more particularly described in Consultant's Proposal.

D. Objective 4: Technical Assistance and Subject Matter Expertise. Consultant shall provide up to ten (10) hours of general consulting to be utilized on an as-needed basis at City's request, as more particularly described in Consultant's Proposal.

E. Objective 5: Review Permit Renewal Documents. Consultant shall review and evaluate all supporting documents submitted for annual cannabis business permit renewals for completeness, as more particularly described in Consultant's Proposal.

IV. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. Draft and final compliance inspection reports, including any notice to comply where a violation or non-compliance is identified.

B. Draft and final annual revenue audit reports, including any recommended tax or fee adjustment.

C. Written reports to City noting whether permit renewal documentation was complete, and identifying any missing information not addressed by the applicant.

V. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:

A. Consultant shall provide status reports to the Contract Officer upon request.

VI. Consultant will utilize the following personnel to accomplish the Services:

Consultant will assign qualified HdL Companies personnel, at Consultant's discretion, to accomplish the Services, consistent with Section 4.1 of this Agreement.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

I. Section 5.3(a) is hereby amended as follows (where strikethrough is deleted text while bold italicized is added text):

> "Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "Indemnitee" and collectively, "Indemnitees") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "Claims or Liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "Indemnitor" and collectively, "Indemnitors"), or arising from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom. ***Both parties understand and agree that nothing in this Agreement constitutes advice by Consultant to City to violate any existing law. In the event that federal or State law may now, or subsequently, prohibit the actions recommended by Consultant pursuant to this Agreement, Consultant shall not be obligated to indemnify, defend, or hold harmless, as contemplated in this Subsection 5.3(a), the City or City's Parties in any enforcement action under federal or State law which alleges that the City or City Parties have violated federal or State law and which relates to services provided by Consultant under this Agreement."***

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and attached hereto.

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

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

Consultant shall perform the following tasks at the following rates:

Scope of Service Objectives	Estimated Cost
Objective 1: Supplemental Background Checks Cost paid directly to HdL by applicant	No charge to City
Objective 2: Annual Revenue Audits Assumes standard 12-month review period	$10,000 per audit
Objective 3: Compliance Inspections One or more inspections per year, as requested by the City	$2,500 per inspection
Objective 4: Technical Assistance and Subject Matter Expertise	$3,000[1]
Objective 5: Review Permit Renewal Applications	$3,500 per application
Travel: As needed for site visits or in-person meetings	Hourly Rate[2] Plus Expenses
ANNUAL COST PER BUSINESS	**$16,000[3]**

[1] Objective billed at hourly rate at $300 per hour
[2] Or at a flat rate to be determined in consultation with the City
[3] Assumes per business subject to Objectives 2, 3 and 5
City costs may be fully recoverable from applicants or permittees

Background Checks	Owner, principal or manager	Employee or line staff
Initial background check	$300	$125
Annual renewal	$125	$100
Reissue lost or stolen badge	$15	$15

Renewals and background checks for employees include a lesser level of investigation.
Prices valid as of the date of this proposal and subject to change without notice.

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services, as more particularly described in Exhibits "A", timely in accordance with the following schedule:

Scope of Service Objectives Per Applicant/Dispensary		**Estimated Hours of Labor**
Objective 1	Conduct 1 Compliance Inspections per Year Consultant will conduct one (1) annual compliance review per year on all Marijuana Businesses.	6 Hours Per inspection
Objective 2	Conduct Annual Revenue Audits Consultant will conduct one (1) financial audit per year on all Cannabis Businesses.	60 Hours
Objective 3	Background Checks	Flat rate; Hours vary
Objective 4	Cannabis Business Application Reviews Consultant shall determine whether an Applicant has completed the application improperly and shall notify the applicant and the Contract Officer of such fact within thirty (30) days of receipt of the application in accordance with the provisions of the City of Perris Municipal Code Chapters 5.54 and 5.58 governing cannabis businesses. Within forty-five (45) days of receipt of the completed application, Consultant shall complete the investigation, and recommend to the Contract Officer to approve or deny the Application in accordance with the provisions of the City of Perris Municipal Code Chapters 5.54 and 5.58 governing cannabis businesses. Consultant will support at Planning Commission and City Council meetings in the event a denied permit is appealed by an Applicant.	14 Hours Per Application
Objective 5	Subject Matter Expertise and Technical Assistance	10 Hours

ATTACHMENT 2

2026 Active Cannabis Operators

City of Perris
2026 Active Cannabis Operators

Cultivation Use			
	Parent Number	**Entity Name**	**Entity Address**
1	**18-05059**	**CI Farms, LLC**	5055 Western Way
2	**18-05140**	**420-2 LLC**	420 Harley Knox Boulevard Unit B
3	**18-05223**	**The Denimsmith LLC**	5150 Western Way
4	**20-05159**	**Highlands Labs LLC**	328 Malbert Street Unit A
5	**20-05213**	**SPG Life Corp**	224 Malbert Street Unit D
6	**21-05095**	**CI Wellness LLC**	1320 W Oleander Avenue
7	**24-05309**	**YAAM Corp.**	224 Malbert Street Unit B

Distribution Use			
	Parent Number	**Entity Name**	**Entity Address**
1	**18-05089**	**Claybourne Distribution**	5055 Western Way
2	**20-05214**	**SPG Life Corp**	224 Malbert Street Unit D
3	**21-05096**	**CI Distribution LLC**	1320 W Oleander Avenue

Manufacturing Use			
	Parent Number	**Entity Name**	**Entity Address**
1	**21-05214**	**CI Infusion, LLC**	5055 Western Way

Retail/Dispensary Use			
	Parent Number	**Entity Name**	**Entity Address**
1	**17-05118**	**Next Level Botanical Inc. dba Westside CLLCTV ***	872 Washington Street
2	**17-05122**	**I.E. Gardens Inc. dba Empire Gardens**	4164 N Perris Boulevard, Suite C
3	**17-05132**	**Hoodrich Holdings Ethanac LLC dba Mystika**	1763 Ethanac Road
4	**17-05151**	**Da'Joint (CA CORP) dba Goldn Bloom**	1073 Harley Knox
5	**17-05228**	**OTC Perris LLC dba Spot in Perris**	1133 Harley Knox Boulevard
6	**17-05245**	**Highlands Reserve LLC**	328 Malbert Street Unit A
7	**17-05278**	**California Dispensaries, Inc. dba Strains Dispensary**	820 W Rider Street

**Have lounge use associated with retail*
Updated: as of 8/7/26

ATTACHMENT 3

2026 Overall Number of Active Cannabis Operators

City of Perris

2026 Overall Number of Active Cannabis Operators

Cannabis Use Type	Number of Cannabis Use
Cultivation Use	7
Distribution Use	3
Manufacturing Use	1
Retail/Dispensary Use	7
Testing Use	0
TOTAL	**18**

CITY OF PERRIS

10.H.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve a Professional Service Agreement with Spectrum Business for Internet Services in an amount not to exceed $225,900 for a sixty (60) month term.

REQUESTED ACTION:

That the City Council:

1. Approve a Professional Services Agreement between the City of Perris and Spectrum Business for Internet Services, in an amount not to exceed $225,900 over a 60-month term and
2. Authorize the City Manager to execute said Agreement, approved as to form by the City Attorney.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

In 2022, the City entered into a 36-month agreement with Charter Communications Operating, LLC dba Spectrum Business to provide a 10 Gbps internet connection serving as the City's primary internet service for day-to-day municipal operations and the Parks Wi-Fi broadband network.

After conducting a competitive Request for Proposal process, Staff is requesting to enter into a new 60-month Service Agreement with Spectrum Business to continue providing Internet Service Provider (ISP) services for all City facilities and the City's public broadband network, add a separate 1 Gbps connection to segment City Hall and Parks internet traffic and add Spectrum's distributed denial of service (DDoS) protection for Government. The proposed agreement will ensure continued reliable internet connectivity that supports municipal operations, public safety communications, cloud-based applications, and public broadband services provided throughout the City's parks.

Spectrum Business currently serves as the Internet Service Provider for all City facilities. Spectrum has several carrier owned fiber and Ethernet demarcation devices installed at the City's IT/Data Center. Spectrum also has specialized knowledge regarding the City's IT infrastructure. Transitioning to a different provider would require significant coordination by the City's network engineer and IT support staff, including installation and provisioning of a new circuit, replacement of existing carrier equipment, IP addressing updates, routing and firewall reconfiguration, testing, production cutover,

troubleshooting, documentation, and decommissioning of the current service. As such, maintaining Spectrum as the City's Internet Service Provider is in the best interest of the City.

CONTRACT AWARD PROCEDURES AND BEST INTEREST ANALYSIS:

Under Perris Municipal Code Section 3.32.230(3)(e) Professional Services, if the purchasing officer or the designee thereof determines that it is in the best interest of the city that a professional service under this section be provided by a specific consultant, with contract terms, work scope and compensation to be determined based on direct negotiations, such recommendation shall be made by the purchasing officer or the designee thereof to the city council and a contract award shall be subject to the city council approval by a majority vote.

In addition to Spectrum, staff also reviewed pricing from Frontier and Zayo under the terms of either 36-month or 60-months. By selecting a 60-month term, this creates savings of $755/month, or $45,300 over the course of those five years as shown below for:

Service Provider	36-Month Term Price	60-Month Term Price	60-Month Savings
Spectrum	$4,520	$3,765	$45,300
Frontier	$1,700	$2,450	None
Zayo	$1,600	$2,300	None

RECOMMENDATION

Staff recommends that the City Council:

1. Approve a 60-month Service Agreement between the City of Perris and Charter Communications Operating, LLC dba Spectrum Business to provide a 10 Gbps internet connection with DDoS protection and a separate 1 Gbps connection to segment City Hall and parks internet traffic; and
2. Authorize the City Manager to execute the Service Agreement and related documents, approved as to form by the City Attorney.

BUDGET (or FISCAL) IMPACT:
Funding for the Spectrum Business account has been previously budgeted into the Fiscal Year 2026-27 operating budget in the Information Technology department. All future years for Spectrum Business will be budgeted accordingly.

Prepared By: Paul Lopez, IT Supervisor

Attachments:
1. Spectrum Professional Service Agreement.pdf

ATTACHMENT 1

Professional Service Agreement with Spectrum Business

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
_____Spectrum Business_____

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this __1__ day of _____October_____, 2026___ by and between CITY OF PERRIS, a California municipal corporation ("**City**") and _____Spectrum Business_, an _American Telecommunications and Mass Media Company, Charter Communications Operating, LLC_ ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed _____ two hundred twenty-five thousand, nine hundred_____ Dollars ($__225,900_____) ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement,

this Agreement shall continue in full force and effect until completion of the services, which shall be no later than _____October 31_____, 2031_ ("**Term**").

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

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

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is _Linda Garcia, Strategic Account Manager, (714) 287-6609, linda.garcia@charter.com, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is _Paul Lopez, Information Technology Supervisor, (951) 483-0467, plopez@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's

responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

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

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

network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

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

5.2 **General Insurance Requirements.**

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

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

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded

to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

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

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

5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising

from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

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

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and

records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

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

Consultant for the purpose of set-off or partial payment of the amounts owed to City as previously stated.

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

7.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

7.9 **Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all

other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

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

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

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

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

9.7 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
Spectrum Business, an American Telecommunications and Mass Media Company, Charter Communications Operating, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 1900 Blue Crest Ln
San Antonio, TX 78247

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

EXHIBIT A
SCOPE OF SERVICES

I. Consultant shall perform the following Services:

A. Renew and continue providing the existing 10 Gbps Fiber services with DDoS & 29 static IP's at 11 South D. Street, Perris CA 92570 for a 60 month term agreement as detailed below.

Charter COMMUNICATIONS | Spectrum BUSINESS

City of Perris

Spectrum Proposal

September 10th, 2026

1 CHARTER: CONFIDENTIAL

We're committed to an exceptional experience

WITH DEDICATED CUSTOMER OPERATIONS, TEAMS, AND SELF-SERVICE TOOLS TAILORED TO YOUR NEEDS

One team to guide and advocate

Client Services Team, Project Managers, Local Construction Teams

- Service delivery and service assurance
- Billing questions or issues
- Change coordination
- Service restoration
- Operational Business Reviews (OBRs)

Visibility and control

Self-Service Portals

- Product visibility and control with near real-time status and reporting
- 24/7 access to detailed reports

Proactive network monitoring and tech support

Enterprise Network Operations Center and Technical Support

- Proactive network monitoring from experienced technicians
- Techs remain in contact until issues are resolved
- Calls answered within 30 seconds
- Technical expertise and support from qualified techs

Stringent SLAs

Powerful Service Level Agreements

- SLAs that cover our entire network including the connection to your premise equipment
- Four hour time to restore

Charter COMMUNICATIONS | Spectrum BUSINESS

Spectrum Business Solutions & Pricing

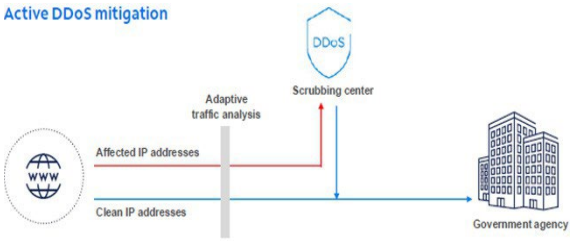
Spectrum – DDoS Protection for Government

Help protect your network from costly volumetric attacks with DDoS Protection powered by Radware.

Protecting agency and resident data is a significant concern and priority for all state and local government agencies.

Distributed denial of service (DDoS) attacks are designed to flood connectivity to a network, application or service so that the intended users cannot access their resources. They are initiated with the goal of halting network operations, potentially causing damage to an agency's reputation, loss in revenue or both. DDoS Protection is a subscription-based service designed to detect and mitigate these types of network attacks and help keep your network up and running.

Powered by Radware, DDoS Protection applies cloud-based intelligence to quickly evaluate your expected network activity and identify threats attacking your Dedicated Fiber Internet or Secure Dedicated Fiber Internet service. Attack mitigation and traffic rerouting begin automatically to help keep your resources available.



Product highlights

- **Fast resolution:** Quickly and automatically detect, redirect and mitigate malicious traffic, helping to minimize the impact of attacks.
- **Adaptive evaluation:** Comprehensive traffic evaluation that uses advanced analytics to identify anomalies indicating an attack, specific to traffic flow at each client location.
- **Scalable solution:** The solution can easily and seamlessly expand as your needs grow, with no bandwidth restrictions.
- **Continuous support:** Always-available, single point of contact connects clients directly to our network and security experts for swift issue resolution.

Key features

- Access to a cloud-based portal for real-time traffic visibility, insights, analytics and in-depth reporting.
- Automatic threat detection and proactive resolution of volumetric attacks across internet connections.
- Precise, client-specific traffic evaluation and targeted IP-address cleansing using machine learning and AI.
- Targeted scrubbing eliminates the performance impact on non-affected traffic.
- Supported by dedicated local account teams and 100%, 24/7/365 U.S.-based technical support.

When a DDoS attack is detected, traffic is rerouted to a scrubbing center for analysis and cleaning. The traffic is then analyzed and malicious traffic is mitigated so that legitimate traffic returns to its original route and intended destination.

Spectrum Pricing Proposal

COST SUMMARY FOR FIBER RENEWAL-DDOS-NEW PARK CIRCUIT

Service Location:

11 S D St., Perris CA 92570

Current Cost for 10G Fiber Internet Only - $4,499

Bundled Pricing - 36-mos

Proposed Fiber Service	Quantity	Monthly Cost	Contract Term	One-time Installation Fee
10G Fiber Internet w/DDoS + 1G Fiber Internet	1	$4,520.00	36	$0.00
Static IP's	29	$0.00	36	N/A

Bundled Pricing 60-mos

Proposed Fiber Service	Quantity	Monthly Cost	Contract Term	One-time Installation Fee
10G Fiber Internet w/DDoS + 1G Fiber Internet	1	$3,765.00	60	$0.00
Static IP's	29	$0.00	60	N/A

One team across every interaction

A TRUE PARTNERSHIP TO DELIVER THE BEST EXPERIENCE

Your advocates across every
including:

- Sales Engineers
- Account Manager
- Project Manager
- **Linda Garcia- Strategic Account Manager**
- **Art Martinez – Sales Engineer**
- **Tim Rahman – Technical Sales Consultant – Vo**
- **Dominique Butry – Technical Sales Consultant -**
- **Michael Allen – Regional Sales Manager**
- **Tom Heil - SLED Director West Region**

6 CHARTER: CONFIDENTIAL

Charter COMMUNICATIONS | Spectrum BUSINESS

B. Install 1 Gbps Fiber internet service at 11 South D. Street, Perris CA 92570 and provide 1 Gbps Fiber services for a 60 month term agreement. as detailed below**.**

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to City:

A. One (1) dedicated 1 Gbps fiber-optic Internet service circuit terminating at the City's Information Technology (IT) data closet, including all equipment, connectivity and associated installation necessary to place the service into operational use.

B. All applicable IP addressing information, including assigned public IP address(es), subnet mask, gateway information, DNS information, and router configuration information necessary for the City to utilize and administer the service.

IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:

A. As requested by the Contract Officer.

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Qualified Spectrum Communications technicians and authorized technical personnel, or other qualified personnel designated by Consultant, as reasonably necessary to perform the Services.

<u>EXHIBIT B</u>
SPECIAL REQUIREMENTS
Not Applicable

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

Service	**Pricing: Monthly Recurring Charges**
Monthly recurring service fee for • Dedicated 10 Gbps fiber-optic Internet services including DDoS protection. • 1 Gbps fiber-optic Internet service	$3,765/Month for 60 month term agreement.

Spectrum Pricing Proposal

COST SUMMARY FOR FIBER RENEWAL-DDOS-NEW PARK CIRCUIT

Service Location:

11 S D St., Perris CA 92570

Current Cost for 10G Fiber Internet Only - $4,499

Bundled Pricing - 36-mos

Proposed Fiber Service	Quantity	Monthly Cost	Contract Term	One-time Installation Fee
10G Fiber Internet w/DDoS + 1G Fiber Internet	1	$4,520.00	36	$0.00
Static IP's	29	$0.00	36	N/A

Bundled Pricing 60-mos

Proposed Fiber Service	Quantity	Monthly Cost	Contract Term	One-time Installation Fee
10G Fiber Internet w/DDoS + 1G Fiber Internet	1	$3,765.00	60	$0.00
Static IP's	29	$0.00	60	N/A

2 CHARTER: CONFIDENTIAL

Charter COMMUNICATIONS | Spectrum BUSINESS

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

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

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all Services timely in accordance with the following schedule:

	TASK	DAYS TO PERFORM	DEADLINE DATE
A.	Continue and renew existing 10 Gbps dedicated fiber-optic Internet service, including the existing twenty-nine (29) static public IP addresses and configuration of DDoS protection.	Ongoing throughout the Agreement term.	Continuous throughout the sixty (60) month term**.**
B.	Install, activate, and test the new 1 Gbps dedicated fiber-optic Internet service, including DDoS protection, at 11 South D. Street, Perris, California 92570.	As scheduled by dedicated Spectrum project manager in coordination with City.	To be scheduled in coordination with City.
C.	Provide ongoing technical support, maintenance, and service for the 10 Gbps and 1 Gbps fiber-optic Internet service.	Ongoing throughout the Agreement term.	Throughout the sixty (60) month term.

II. Consultant shall deliver the following tangible work products to City by the following dates:

A. Documentation confirming the continuation and renewal of the existing 10 Gbps dedicated fiber-optic Internet service, including twenty-nine (29) static public IP addresses and configured DDoS protection, for the duration of the Agreement term.

B. IP addressing, router, circuit, and other applicable technical information necessary for City's Information Technology staff to utilize and administer the 1Gbps fiber-optic Internet service, upon activation of the applicable service.

CITY OF PERRIS

10.I.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to award a Public Art Agreement to Mass Murals LLC, for the installation of two (2) public art murals at Foss Field Park located at 138 N. Perris Boulevard, Perris, CA 92570, in the amount of $84,500, for an eight (8) week contract term.

REQUESTED ACTION: Approve a Public Art Agreement with Mass Murals LLC, in the amount of $84,500 for an eight (8) week contract term, for the installation of two (2) public art murals at Foss Field Park; and Authorize the City Manager to execute the agreement and all necessary documents, subject to City Attorney approval as to form.

CONTACT: Sabrina Chavez, Director of Public Services

BACKGROUND/DISCUSSION:

In 2026, the City of Perris completed the expansion and renovation of Foss Field Park located at 138 N. Perris Boulevard, Perris, CA 92570. The renovations included various recreational and park amenities designed to enhance the overall use of the park, including designated spaces for future public art installations. Following completion of the park improvements, staff proceeded with the implementation of public art at the designated locations, as directed by the Parks and Recreation Committee (Committee).

On February 18, 2026, the Committee directed staff to proceed with the issuance of a Request for Proposals ("RFP") to solicit artists and proposals for the following designated public art locations at Foss Field Park:

- Southeast corner of Foss Field Park (designated for a public art sculpture)
- Northeast corner of Foss Field Park (designated for a public art sculpture)
- Foss Field Park exterior restroom wall (measuring 18.8' L x 7.5' H, designated for a mural)
- Foss Field Park western block wall (measuring 142' L x 8' H, designated for a mural)

Public Services staff issued the RFP from March 12, 2026 through April 6, 2026, and received a total of ten (10) completed proposals received (see Attachment 3). Staff presented the proposals to the Committee on April 15, 2026, at which time the Committee selected conceptual mural designs submitted by Artist Patrick Barwinski and Artist Darren Villegas of Mass Murals LLC for the proposed murals on the western block wall and exterior restroom mural for further development. In addition, the Committee directed staff to work with the artists for the two free standing art sculptures that will be brought to City Council at a future date for consideration.

Committee directed staff to work with the artists, Patrick Barwinksi and Darren Villegas of Mass Murals LLC, to develop and submit revised mural concept designs for consideration for both the western block wall and the exterior restroom wall. The requested modifications included:

- Develop a new mural design for the exterior restroom wall in lieu of a restoration
- Incorporate vibrant colors
- Incorporate additional nature elements
- Incorporate additional wildlife imagery
- Incorporate the park name, "Foss Field"

Staff presented the two (2) revised mural proposals to the Committee on September 9, 2026, and the Committee directed staff to proceed with the two (2) proposed murals submitted by Artist Darren Villegas of Mass Murals LLC for City Council consideration. (see Attachment 1). The revised proposal submitted by artist includes the modifications requested by the Committee. The proposed mural for the western block wall incorporates historical imagery, brighter colors, family-oriented elements, additional nature imagery, and design elements for a more cohesive relationship between both mural locations. The proposed mural for the restroom exterior wall includes a new mural that incorporates oversized poppies and citrus blossoms framing the composition with winding pathways leading visitors through rolling hills toward the sunrise.

The murals will be completed utilizing professional-grade exterior acrylic mural coatings specifically formulated for long-term color retention, ultraviolet (UV) resistance, and outdoor durability. Upon completion, both murals will receive a clear anti-graffiti coating designed to protect the artwork from weather, ultraviolet exposure, and vandalism, while allowing graffiti to be removed without damaging the painted surface. Both murals will be completed within eight (8) weeks following execution of the contract, for a total bid amount of $84,500 (see Attachment 2).

As recommended by the Committee, staff is requesting that the City Council approve a Public Art Agreement with Mass Murals LLC, for the installation of two (2) public art murals at Foss Field Park for a total bid amount of $84,500 and authorize the City Manager to execute the agreement and all

necessary documents, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT:

Cost associated with the proposed public art murals will require a budget appropriation of a total amount of $84,500 from available Public Art Development Impact Fee funding to Public Art Mural Program budget line item (163318-7731).

Prepared By: Marylin Macias, Project Coordinator

Attachments:
1. Foss Field Public Art Murals Concept Designs and Location Map
2. Public Art Agreement
3. Request for Proposals Bid Summary

Attachment 1

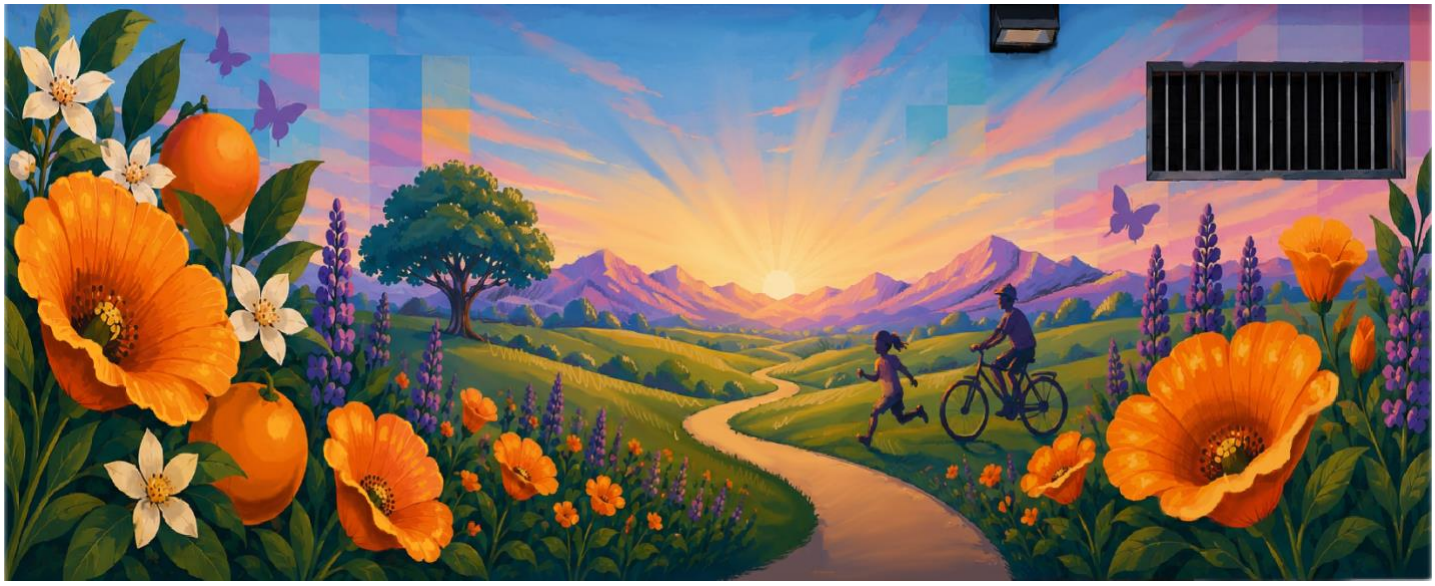
Foss Field Public Art Murals Concept Designs and Location Map

FOSS
FIELD

FOSS

FIELD

FOSS
FIELD



FOSS FIELD PARK

ART MURAL INSTALLATION LOCATIONS

Attachment 2

Public Art Agreement

AGREEMENT FOR PUBLIC ART
BETWEEN CITY OF PERRIS
AND MASS MURALS LLC

THIS PUBLIC ART AGREEMENT (herein "Agreement") is made and entered into this 29 day of September, 2026, by and between the CITY OF PERRIS, a California municipal corporation ("City") and MASS MURALS LLC, a California limited liability company (the "Artist"). City and Artist may be referred to individually as "Party" or collectively as "Parties."

NOW, THEREFORE, the Parties hereto agree as follows:

1. SERVICES OF ARTIST

1.1 Scope of Services. In compliance with all of the terms and conditions of this Agreement, the Artist shall perform the work or services set forth in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by reference. Artist warrants that it has the experience and ability to perform all work and services required hereunder and that it shall diligently perform such work and services in a professional and satisfactory manner.

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

1.3 Licenses, Permits, Fees and Assessments. Artist 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 the Agreement.

1.4 Prevailing Wages; Public Work. Artist acknowledges and agrees that it shall be independently responsible for reviewing the applicable prevailing wage laws and regulations and effectuating compliance with such laws, including, but not limited to the prevailing wage and related requirements set forth in this Subsection 1.4. Artist shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Artist hereby expressly acknowledges and agrees that City has never previously affirmatively represented to Artist, its employees or agents in writing or otherwise that the services are not a "public work," as defined in Section 1720 of the Labor Code. It is agreed by the Parties that, in connection with the development, construction (as defined by applicable law) and operation of the services, including, without limitation, any public work (as defined by applicable law), if any, Artist shall bear all risks of payment or non-payment of state and/or federal prevailing wages and/or the implementation of Labor Code Sections 1726 and 1781, as the same may be enacted, adopted or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Artist's failure to pay prevailing wages.

1.5 Artwork Completion.

(a) Upon the City's final approval of the Artwork Design, the Artist shall proceed to apply the Artwork directly to the Site in accordance with the schedule provided for in Exhibit D.

(b) The Artist will coordinate closely with the City to ascertain that the Site is prepared to receive the Artwork. Artist must notify City of any adverse conditions at the Site that would affect or impede the application and/or completion of the Artwork.

(c) The Artist is responsible for timely completion of the Artwork. Artist may not begin applying the Artwork until authorized to do so by the City.

(d) The Artist shall be present to supervise the application of the Artwork.

(e) Upon completion of the Artwork application, the Artwork shall be deemed to be in the custody of the City for purposes of Article 4 and Article 6 of this Agreement.

(f) Upon completion of the application of the Artwork, the Artist shall provide the City with written instructions for the future maintenance and preservation of the Artwork (referred to as the "maintenance and conservation manual"). The Artist shall be responsible for the proper care and maintenance of the Artwork annually upon completion of the Artwork. The Artist's care and maintenance activities during such period shall be subject to approval of the Contract Officer. After such period, the City shall be responsible for the proper care and maintenance of the Artwork, and at the conclusion of such period and any time thereafter, the City may commission Artist for services related to care and maintenance.

1.6 Approval and Acceptance.

(a) The Artist shall notify the City in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Artwork Design and contract documents.

(b) The City shall promptly notify the Artist in writing of its final acceptance of the Artwork within 45 days after the Artist submits written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the City submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the City acknowledges completion of the Artwork in substantial conformity with the Artwork Design, and that the City confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this Section have been completed. Title to the Artwork passes to the City upon final acceptance of the Artwork and final payment by City to Artist. If a regulatory agency must approve the completed artwork, the City should move promptly to gain such approval as it will be a precondition to the City's ability to accept and approve the finished artwork from the Artist.

(c) If the City disputes that all the services have been performed, the City shall notify the Artist in writing of those services the Artist has failed to perform within 45 days after the Artist submits written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the City.

(d) If the Artist disputes the City's determination that not all services have been performed, the Artist shall submit reasons in writing to the City within 30 days of the City's prior notification to the contrary. The City shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the City.

(e) Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this Section, the City shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

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.

2. COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Artist 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 Eighty-Four Thousand Five Hundred Dollars ($84,500.00) ("Contract Sum").

2.2 Invoices. Artist shall furnish to City an original invoice for 50% of the contract cost at the commencement of the Agreement and 50% after completion and acceptance of the services in a form approved by City's Director of Finance. By submitting an invoice for payment under this Agreement, Artist is certifying compliance with all provisions of the Agreement. The invoice shall detail charges for all necessary and actual expenses by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-contractor contracts. Sub-contractor charges shall also be detailed by such categories. Artist shall not invoice City for any duplicate services performed by more than one person.

City shall independently review each invoice submitted by the Artist 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 Artist which are disputed by City, City shall pay Artist for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to cause Artist to be paid within forty-five (45) days of receipt of Artist's correct and undisputed invoice; however, Artist 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 Artist for correction and resubmission. Review and payment by the City of any invoice provided by the Artist shall not constitute a waiver of any rights or remedies provided herein or any applicable law.

2.3 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 Artist, incorporating therein any adjustment in (i) the Contract Sum for the actual cost of the extra work, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Artist. Any increase in compensation of up to ten percent (10%) of the Contract Sum but not exceeding a total contract amount of Five Thousand Dollars ($5,000) or in the time to perform of up to ninety (90) days may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. No claim for an increase in the Contract Sum or time for performance shall be valid unless the procedures established in this Section are followed.

3. PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Artist shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "D" and incorporated herein by this reference. When requested by the Artist, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding thirty (30) days cumulatively.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Artist, 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 Artist 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 Artist be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Artist's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless earlier terminated in accordance with Article 10 of this Agreement, this Agreement shall continue in full force and effect until completion of the services but not exceeding one (1) year from the date hereof, except as otherwise provided in the Schedule of Performance (Exhibit "D").

4. ARTIST'S REPRESENTATIONS AND WARRANTIES

4.1 Warranties of Title. The Artist represents and warrants that:

(a) the Artwork is solely the result of the artistic effort of the Artist;

(b) the Artist did not use artificial intelligence or generative AI to create any part of the Artwork;

(c) except as otherwise disclosed in writing in the Artist's proposal submitted to the City ("Proposal"), the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;

(d) the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;

(e) the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;

(f) the Artwork is free and clear of any liens from any source whatsoever;

(g) all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;

(h) the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;

(i) all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;

(j) these representations and warranties shall survive the termination or expiration of this Agreement.

4.2 Warranties of Quality and Condition

(a) The Artist represents and warrants that all work will be performed in accordance with professional "workmanlike" standards and free from defective or inferior materials and workmanship (including any defects consisting of "inherent vice," or qualities that cause or accelerate deterioration of the Artwork) for one year after the date of final acceptance by the City under Section 1.6.

(b) The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.

(c) The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and conservation manual submitted by the Artist pursuant to Section 1.5(f).

(d) If within five (5) years the City observes any breach of warranty described in this Section 4.2, the Artist shall cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the City. The City shall give notice to the Artist of such breach with reasonable promptness. However, if Artist did not

disclose this risk of breach in the Proposal and maintenance and conservation manual, and if breach is not curable by Artist, the Artist is responsible for reimbursing the City for damages, expense and loss incurred by the City as a result of the breach of warranty. However, if the Artist disclosed the risk of this breach in the Proposal and maintenance and conservation manual and the City accepted that it may occur, as indicated by the written final acceptance of the artwork, it shall not be deemed a breach for purposes of this Section 4.2.

(e) If after five (5) years the City observes any breach of warranty described in this Section 4.2 that is curable by the Artist, the City shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist's lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the City may seek the services of a qualified restorative conservator and maintenance expert.

The foregoing warranties are conditional, and shall be voided by the failure of the City to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards. If the City fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

5. COORDINATION OF WORK

5.1 Representative of Artist. Darren Villegas ((510) 860-3605, darrenvillegas@gmail.com) is hereby designated as being the representative of Artist authorized to act on its behalf with respect to the work and services specified herein and make all decisions in connection therewith. All personnel of Artist and any authorized agents shall be under the exclusive direction of the representative of Artist. Artist shall utilize only competent personnel to perform services pursuant to this Agreement. Artist shall make every reasonable effort to maintain the stability and continuity of Artist's staff and subcontractors, and shall keep City informed of any changes.

5.2 Contract Officer. Sabrina Chavez, Director of Public Services, or such person as may be designated by the City Manager, is hereby designated as being the representative the City authorized to act on its behalf with respect to the work and services specified herein and to make all decisions in connection therewith ("Contract Officer").

5.3 Prohibition Against Subcontracting or Assignment. Artist 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.

5.4 Independent Artist. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Artist, its agents or employees, perform the services required herein, except as otherwise set forth. Artist shall perform all services required herein as an independent contractor of City with only such obligations as are consistent with that role. Artist 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, or that it is a member of a joint enterprise with City.

6. INSURANCE AND INDEMNIFICATION

6.1 Insurance Coverages. The Artist 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 which shall cover all elected and appointed officers, employees and agents of City:

(a) Commercial General Liability Insurance (Occurrence Form CG0001 or equivalent). A policy of comprehensive general liability insurance written on a per occurrence basis for bodily injury, personal injury and property damage. The policy of insurance shall be in an amount not less than $1,000,000.00 per occurrence or if a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract/location, or the general aggregate limit shall be twice the occurrence limit.

(b) Worker's Compensation Insurance. If the Artist has any employees, 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 the Artist 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 Artist in the course of carrying out the work or services contemplated in this Agreement.

(c) Automotive Insurance (Form CA 0001 (Ed 1/87) including "any auto" and endorsement CA 0025 or equivalent). A policy of comprehensive automobile liability insurance written on a per occurrence for bodily injury and property damage 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 $500,000.00 per occurrence or (ii) combined single limit liability of $1,000,000.00. Said policy shall include coverage for owned, non-owned, leased, hired cars, and any other automobile.

(d) Professional Liability. Professional liability insurance appropriate to the Artist's profession. This coverage may be written on a "claims made" basis, and must include coverage for contractual liability. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of or related to services performed under this Agreement. The insurance must be maintained for at least 5 consecutive years following the completion of Artist's services or the expiration or termination of this Agreement. During this additional 5-year period, Artist shall annually and upon request of the City submit written evidence of this continuous coverage.

(e) Additional Insurance. Policies of such other insurance, as may be required in the Special Requirements in Exhibit "B".

(f) Subcontractors. Artist shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

6.2 General Insurance Requirements.

All of the above policies of insurance shall be primary insurance and shall name the City, its elected and appointed officers, employees and agents as additional insureds and any insurance maintained by City or its officers, employees or agents may apply in excess of, and not contribute with Artist's insurance. The insurer is deemed hereof to waive all rights of subrogation and contribution it may have against the City, its officers, employees and agents and their respective insurers. The insurance policy must specify that where the primary insured does not satisfy the self-insured retention, any additional insured may satisfy the self-insured retention. 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 Artist shall, prior to the cancellation date, submit new evidence of insurance in conformance with Section 6.1 to the Contract Officer. No work or services under this Agreement shall commence until the Artist has provided the City with Certificates of Insurance, additional insured endorsement forms or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the City. City reserves the right to inspect complete, certified copies of and endorsement to all required insurance policies at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to City.

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 City's Risk Manager or other designee of the City due to unique circumstances.

5.3 Indemnification. To the full extent permitted by law, Artist 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 Artist, its officers, employees, agents, subcontractors, invitees, or any individual or entity for which Artist is legally liable ("indemnitors"), or arising from Artist's or indemnitors' reckless or willful misconduct, or arising from Artist's or indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, except claims or liabilities occurring as a result of City's sole negligence or willful acts or omissions. The indemnity obligation shall be binding on successors and assigns of Artist and shall survive any expiration or termination of this Agreement.

7. RECORDS, REPORTS, AND RELEASE OF INFORMATION

7.1 Records. Artist shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder (the

"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 and shall keep such records for a period of three years following completion of the services hereunder. 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.

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

7.3 Confidentiality and Release of Information.

(a) All information gained or work product produced by Artist in performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Artist. Artist shall not release or disclose any such information or work product to persons or entities other than the City without prior written authorization from the Contract Officer.

(b) Artist shall not, without prior written authorization from the Contract Officer or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Artist gives the City notice of such court order or subpoena.

(c) If Artist provides any information or work product in violation of this Agreement, then the City shall have the right to reimbursement and indemnity from Artist for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Artist's conduct.

(d) Artist shall promptly notify the City should Artist be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. The City retains the right, but has no obligation, to represent Artist or be present at any deposition, hearing or similar proceeding. Artist agrees to cooperate fully with the City and to provide the City with the opportunity to review any response to discovery requests provided by Artist.

7.4 Ownership of Documents. All studies, surveys, data, notes, computer files, reports, records, drawings, specifications, maps, designs, photographs, documents and other materials (the "documents and materials") prepared by Artist in the performance of this Agreement shall be the property of the City and shall be delivered to the City upon request of the Contract Officer or upon the expiration or termination of this Agreement, and Artist shall have no claim for further employment or additional compensation as a result of the exercise by the City of its full rights of Ownership use, reuse, or assignment of the documents and materials hereunder. Moreover, Artist with respect to any documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for the City.

8. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

8.1 Title. Title to the Artwork shall pass to the City upon the City's written final acceptance and payment for the Artwork pursuant to Section 1.6 and Exhibit B.

8.2 Ownership of Documents. One set of presentation materials prepared by Artist and submitted to City under this Agreement shall be retained by City.

8.3 Reproduction Rights.

(a) In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the City. However, nothing shall prevent the Artist from creating works in the Artist's manner and style of artistic expression.

(b) For the avoidance of doubt, and without limitation, the City shall have the unlimited right to make two-dimensional reproductions of the Artwork for commercial and non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.

(c) The Artist shall use their best efforts in any public showing or resume use of reproductions to give acknowledgment to the City in substantially the following form: "An original artwork owned and commissioned by the City of Perris."

9. ARTIST'S RIGHTS

9.1 General.

(a) Except as otherwise provided in Section 9.2 of this Agreement, the City agrees to take reasonable measures to avoid alteration, modification, change, destruction, or damage to the Artwork from occurring due to the gross negligence of the City, its representatives, or employees.

(b) If any such alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies he/she may have in law or equity, except as otherwise provided in this Agreement. Upon written request, the City shall remove all attributive references to the Artist at its own expense within 45 days of receipt of the notice. No provision of this Agreement shall obligate the City to alter or remove any such attributive reference printed or published prior to the City's receipt of such notice. City shall have no obligation to Artist to remove the Artwork in the event it is altered, modified, changed, damaged or defaced for any reason.

(c) The Artist shall comply with all provisions of California law governing tort and breach of contract claims against public entities, including but not limited to all applicable claims presentation requirements of Government Code Section 900 *et seq*.

9.2 Waiver of Rights.

(a) The Artist hereby voluntarily waives, releases and disclaims any and all rights, demands and claims to attribution and integrity with respect to the Artwork, and any and all rights, demands, and claims against the City, its elected and appointed officials, officers, employees, attorneys, agents, authorized volunteers, successors and assigns, that may arise under the Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A and 113(d)) (VARA), the California Art Preservation Act (Cal. Civ. Code §987 et seq.) (CAPA), or any other local, state, federal or international law, as currently drafted or as may be hereafter amended, that conveys the same or similar rights, or any other type of moral right protecting the integrity of works of art (collectively "Moral Rights Law"), with respect to the Artwork, its display, removal from display, exhibition, application, conservation, modification or any other activity which may be conducted or engaged in by the City or any future owner of the Property or the structure(s) on which the Artwork it is located (i.e., the wall(s) on which it is to be applied pursuant to this Agreement). The Artist acknowledges and agrees that the City, in its sole and exclusive discretion, may, among other acts, temporarily or permanently modify, alter, change, remove, destroy, or replace the Artwork or the City structure(s) on which it is located, in whole or in part, without any liability or compensation to the Artist.

(b) The City and Artist agree that the Artwork, as further described and depicted in Exhibits "A" and "A-1," is a work of visual art to be applied to a City structure. The Artist is aware and acknowledges that the application or installation of the Artwork may subject the Artwork to destruction, distortion, mutilation, or other modification by reason of its removal (accidental or otherwise). The Artist hereby grants their consent to such application or installation and removal, regardless of whether it may cause damage or destruction to the Artwork, and waives any and all rights, demands and claims under any Moral Rights Law arising out of or related to same against the City, its elected and appointed officials, officers, employees, attorneys, agents, authorized volunteers, successors and assigns.

10. ENFORCEMENT OF AGREEMENT AND TERMINATION

10.1 California Law. This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Riverside, State of California.

10.2 Disputes; Default. In the event that Artist is in default under the terms of this Agreement, the City shall not have any obligation or duty to continue compensating Artist for any work performed after the date of default. Instead, the City may give notice to Artist of the default and the reasons for the default. The notice shall include the timeframe in which Artist may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, if circumstances warrant. During the period of time that Artist is in default, the City shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. If Artist does not cure the default, the City may take necessary steps to terminate this Agreement under this Article.

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

Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

10.4 Termination 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. The City reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to Artist, except that where termination is due to the fault of the Artist, the period of notice may be such shorter time as may be determined by the Contract Officer. In addition, the Artist reserves the right to terminate this Agreement at any time, with or without cause, upon sixty (60) days' written notice to City, except that any termination without cause (i.e., not due to any fault of the City) must occur prior to commencement of work, and where termination is due to the fault of the City, the period of notice may be such shorter time as the Artist may determine. Upon receipt of any notice of termination, Artist shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Artist has initiated termination, the Artist shall be entitled to compensation for all services rendered 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 or such as may be approved by the Contract Officer. In the event the Artist has initiated termination, the Artist shall be entitled to compensation only for the reasonable value of the work product actually produced hereunder, but not exceeding the compensation provided therefor in the Schedule of Compensation Exhibit "C". In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 10.2.

10.5 Termination for Default of Artist. If termination is due to the failure of the Artist to fulfill its obligations under this Agreement, City may, after compliance with the provisions of Section 10.2, take over the work and prosecute the same to completion by contract or otherwise, and the Artist 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 Artist for the purpose of set-off or partial payment of the amounts owed the City as therefor.

11. MISCELLANEOUS

11.1 Covenant Against Discrimination. Artist covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of

race, color, creed, religion, sex, gender, sexual orientation, marital status, national origin, ancestry, or other protected class in the performance of this Agreement. Artist 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, gender, sexual orientation, marital status, national origin, ancestry, or other protected class.

11.2 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Artist, 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 Artist or to its successor, or for breach of any obligation of the terms of this Agreement.

11.3 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first-class mail, in the case of the City, to the City Manager and to the attention of the Contract Officer (with her/his name and City title), City of Perris, 101 N D St., Perris, CA 92570 and in the case of the Artist, to the person(s) at the address designated on the execution page of this Agreement. Either party may change its address by notifying the other party of the change of address in writing. Notice shall be deemed communicated at the time personally delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

11.4 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.

11.5 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.

11.6 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.

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

11.8 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.

11.9 Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, whether the signatures are originals, electronic or digital, and such counterparts shall constitute one and the same instrument.

11.10 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 "noninterests" pursuant to Government Code Sections 1091 or 1091.5. Artist 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. Artist further warrants and represents that (s)he/it 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. Artist 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.

Artist's Authorized Initials _____

11.11 Corporate Authority. The persons executing this Agreement on behalf of the respective Parties 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.

[Signatures on the following page.]

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

CITY:

CITY OF PERRIS, a municipal corporation

_____
Clara Miramontes, City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[brj; jms]

ARTIST:

MASS MURALS LLC, a California limited liability company

By:_____
Name: Darren Villegas
Title: Owner / Artist

Address: 2912 Fairmount Blvd
Riverside, CA 92501

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

On _____, 2026 before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose names(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

☐ INDIVIDUAL
☐ CORPORATE OFFICER

_____
TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER_____

_____

SIGNER IS REPRESENTING:
(NAME OF PERSON(S) OR ENTITY(IES))

_____

_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
TITLE OR TYPE OF DOCUMENT

_____
NUMBER OF PAGES

_____
DATE OF DOCUMENT

_____
SIGNER(S) OTHER THAN NAMED ABOVE

EXHIBIT "A"

SCOPE OF SERVICES

I. Artist will perform the following services:

A. The Artist shall apply and complete the mural artwork as described and depicted in Exhibit A-1 and A-2 ("Artwork"). The Artist shall not materially deviate from the Artwork without the prior written consent of the City.

B. The Artwork shall be applied (painted) directly onto the western block wall of the building depicted in Exhibit A-1 at Foss Field Park, located at 271 N Perris Blvd, Perris, CA 92570 in the City of Perris. The western block wall measures the following dimensions (142'L x 8H). The Artwork shall be applied (painted) directly onto exterior restroom wall of the building depicted in Exhibit A-2 at Foss Field Park, located at 271 N Perris Blvd, Perris, CA 92570 in the City of Perris. The exterior restroom wall measures the following dimensions (18.8'L x 7.5'H). The murals will be completed utilizing a professional-grade exterior acrylic mural coatings specifically formulated for long-term color retention, ultraviolet (UV) resistance, and outdoor durability; and upon completion, both murals will receive a clear sacrificial anti-graffiti coating to protect the artwork from weather, ultraviolet exposure, and vandalism while allowing graffiti to be removed without damaging the painted surface.

C. The Artist shall furnish any and all supplies and equipment as necessary to complete the Artwork in accordance with the schedule of performance set forth in Exhibit "D."

D. All services shall be performed in a professional and workmanlike manner and in compliance with all applicable federal, state, and local laws and safety regulations.

E. Provide one year of proper care and maintenance of the Artwork and provide the City with the maintenance and conservation manual, as provided in Section 1.5(f).

II. All work product is subject to review and acceptance by the City, and must be revised by the Artist until found satisfactory and accepted by City.

EXHIBIT A-1

MURAL ARTWORK

Mural Title: "Foss Field: The Story of Perris"

Existing facility: mural artwork to be applied to western block wall (142' L x 8' H)

Facility address: 271 N Perris Blvd, Perris, CA 92570

Mural Artwork depiction:

EXHIBIT A-2

MURAL ARTWORK

Mural Title: "Foss Field: A Place to Explore"

Existing facility: mural artwork to be applied to exterior restroom wall (18.8'L x 7.5'H)

Facility address: 271 N Perris Blvd, Perris, CA 92570

Mural Artwork depiction:

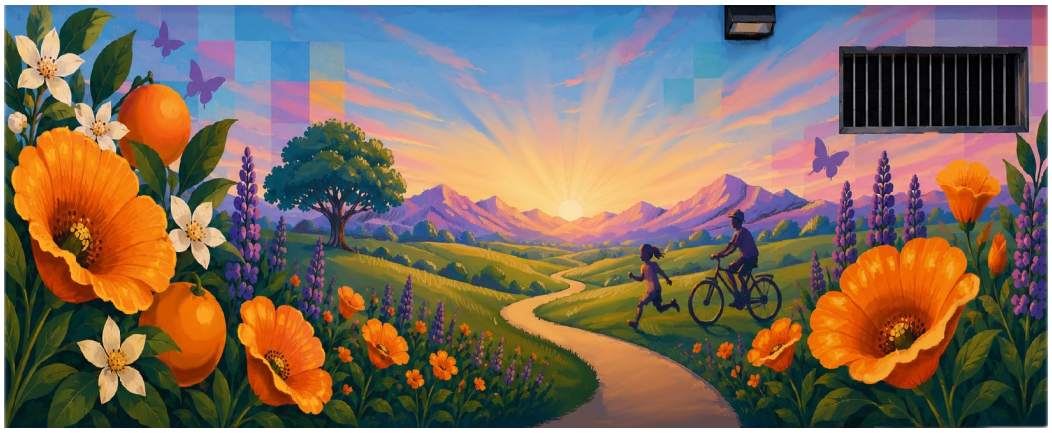


EXHIBIT "B"

SPECIAL REQUIREMENTS
(Superseding Contract Boilerplate)

Not Applicable.

EXHIBIT "C"

SCHEDULE OF COMPENSATION

1. Compensation will be provided pursuant to Consultant's invoices in accordance with Section 2.2. Artist shall be compensated in accordance with the following:

Material or Service	**Cost**
Artist Fee (Materials and Completion of Artwork)	$84,500.00
One Year Care and Maintenance as provided in Section 1.5(f); Maintenance and Conservation Manual	No additional charge
Total:	$84,500.00

2. The total compensation for the Services shall not exceed $84,500.00, as provided in Section 2.1 of this Agreement.

EXHIBIT "D"

SCHEDULE OF PERFORMANCE

I. Artist shall complete the Artwork within eight weeks of City's written notice to proceed pursuant to Section 3.2, working in accordance with the project schedule set forth in Section II below.

II. Unless different or additional days or times are approved by the Contract Officer, the project schedule for on-site work shall be limited to 8:00 a.m. to 6:00 p.m. on Mondays, Tuesdays, Wednesday, Thursday, and Fridays.

III. The Contract Officer may approve extensions in accordance with Section 3.2.

Attachment 3

Request for Proposals Bid Summary

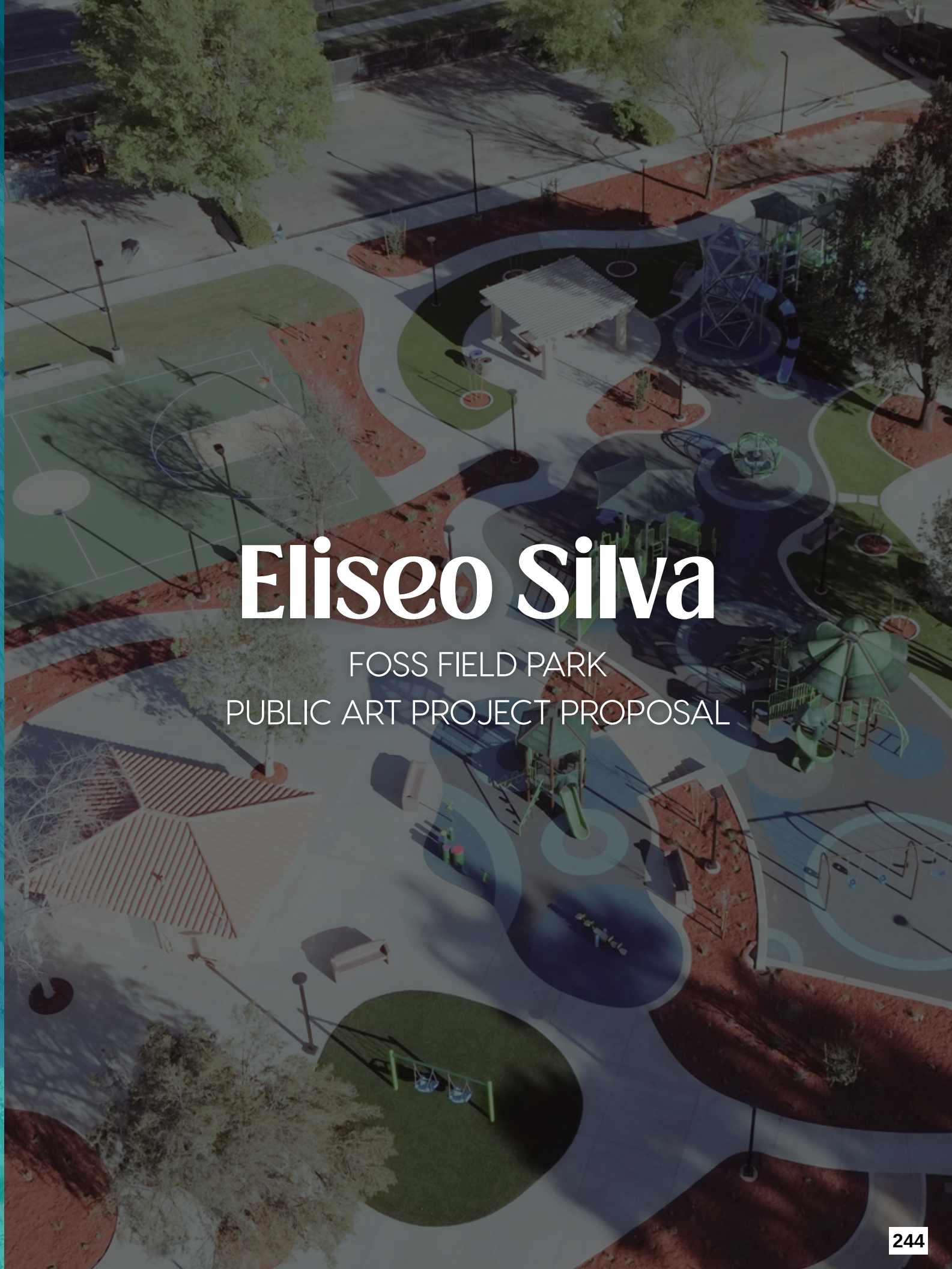
Request for Proposal Results

Project: Public Art Projects- *Foss Field Park Public Art Proposals*

Description: The City of Perris seeks proposals from artists for two Public Art murals and two free-standing artworks at Foss Field Park.

Contractor	Artwork(s) Proposed	Price
1) Eliseo Silva	*Block Wall Mural and Two Free-Standing Artworks*	$502,200
2) Patrick Barwinski and Peter Hazel	*Block Wall Mural, Exterior Restroom Mural, and Two Free-Standing Artworks*	$232,360
3) Alejandro Poli	*Block Wall Mural and Two Free-Standing Artworks*	$227,000
4) Nicole Beck	*Two Free-Standing Artworks*	$115,000
5) Alexandra Garcia	*Block Wall Mural and Two Free-Standing Artworks*	$100,000

6) Adrian Litman	*Block Wall Mural and Two Free-Standing Artworks*	$99,800
7) Darren Villegas	*Block Wall Mural and Exterior Restroom Mural*	$84,500
8) Solomon Bassoff	*Two Free-Standing Artworks*	$65,000
9) Sam Tapia	*Block Wall Mural and Exterior Restroom Mural*	$44,000
10) Miguel Chavez	*Block Wall Mural*	$32,000



Eliseo Silva

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

Eliseo Art Silva Studios
OILS, ACRYLICS, FRESCOES, MOSAICS, SCULPTURE, AND PUBLIC ART

April 6,2026

City of Perris Public Art Committee
Department of Community Services
101 N. D Street
Perris, CA 92570

RE: Letter of Interest – Foss Field Park Public Art Project

Dear Members of the Selection Committee,

It is with great enthusiasm and distinct respect that I submit my credentials for the Foss Field Park Public Art Project. As a dedicated multidisciplinary artist with a career centered on transforming vast civic spaces into vibrant community landmarks, the opportunity to contribute to the City of Perris resonates with me deeply.

I believe that now is precisely the right time for me to take on a project of this magnitude and worth. My artistic journey has led me to a point where my technical skills, administrative experience, and philosophical approach to public art are perfectly aligned for Foss Field Park. I have a distinct vision for this space, one that I call **"Shine Together."** This concept aims to reflect the diverse, resilient, and collaborative spirit of Perris residents, creating a visual canopy that celebrates individual brightness contributing to a collective glow.

My confidence stems from three decades of experience in executing and restoring transformative public art initiatives across the country. I approach public spaces with a holistic, integrated perspective that I believe is critical for a park environment. This is exemplified by my extensive work at **Unidad Park**, the vital western and eastern gateway to **Historic Filipinotown** in Los Angeles. For this crucial civic site, I was responsible for the complete park layout, the innovative play area rubber surfacing design, and the community garden, as well as the signature **150' x 30' mural** that serves as the park's anchor.

My practice also extends to intricate, sacred spaces, as shown by my creation of the **Filipino Shrine of St. Columban Church**. This project showcases my capability to manage diverse materials and techniques, as it seamlessly integrates **Buon Fresco, mosaics, and three bespoke liturgical statues cast in bronze**. Furthermore, I have successfully executed large-scale infrastructure projects, such as my contract in **Colton, CA**, where I designed and painted twelve surfaces totaling approximately 150 feet by 15 feet across three railroad bridge underpasses.

3050 Pembroke Circle, Corona, CA 92879
951-446 – 5596 | www.eliseoartsilva.com | @elesi_72 | eliseoartmurals@gmail.com

I also have significant experience in projects with similar community-centric goals in **Pittsburgh, PA** and **Seattle, WA**. Crucially, a career spanning thirty years has imbued me with a profound respect for the longevity of public art. I have restored multiple historic murals throughout Philadelphia and Los Angeles, ensuring that my proposed work for Perris would be engineered not just to inspire today, but to endure for future generations.

To me, a project is truly "meaningful" when art becomes an authentic mirror for the community that uses space daily. I am eager to bring this artistic philosophy, technical versatility, and proven track record to Perris.

Thank you for your polite and respectful consideration of my application. I welcome the opportunity to discuss how "Shine Together" can become a reality for Foss Field Park.

Warmly and sincerely,

Eliseo Art Silva

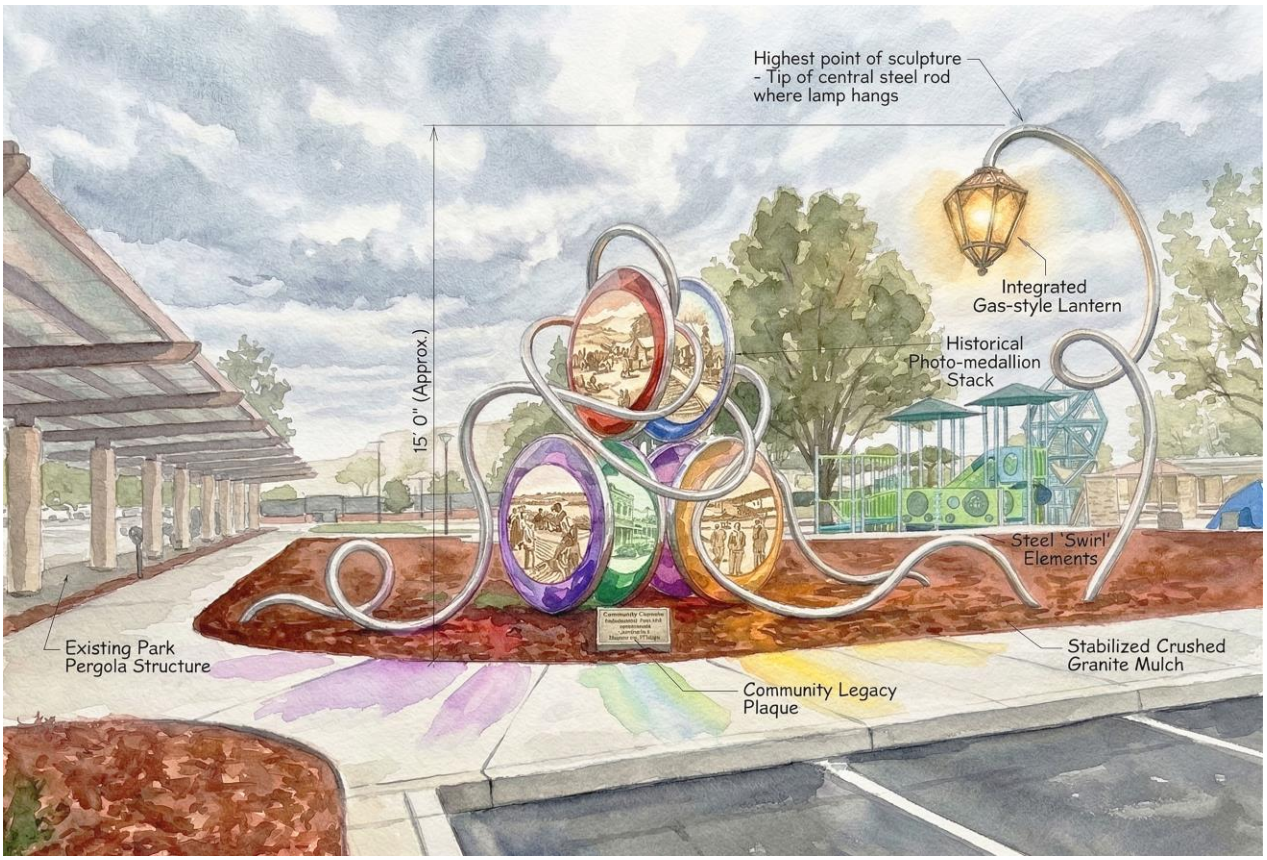
3050 Pembroke Circle, Corona, CA 92879
951-446-5596 | www.eliseoartsilva.com | @elesi_72 | eliseoartmurals@gmail.com

This project proposal outlines the development of a landmark 3D public art installation. The sculpture is designed to be a durable, multi-sensory experience that combines structural engineering with intricate, fine-art mosaic elements.

Forward, Together, Radiant: Train and Yo-Yo Beacon

(Southeast Corner Installation| Freestanding Artwork)

Project Proposal: The Illuminating Legacy Sculpture



1. Executive Summary

This installation serves as a permanent cultural landmark, standing approximately **12 to 15 feet tall**. It utilizes high-grade architectural materials to ensure a 50-year lifespan. The design features a sweeping

stainless steel framework that supports vibrant, multi-colored "yo-yo" disks containing custom mosaic murals, all illuminated by an integrated smart-lighting system.

2. Technical Specifications

- **Primary Structure:** Curved 316-grade Stainless Steel (Satin or Mirror finish) for maximum corrosion resistance.
- **Artistic Elements:** Circular "yo-yo" housings featuring **Laminated Safety Glass** with **Vanceva color interlayers** and embedded glass smalti mosaics.
- **Lighting:** Programmable **DMX-controlled LED arrays** integrated into the base and within the circular elements to provide a dynamic night-time glow.
- **Foundation:** Rebar-reinforced concrete pad (depth determined by seismic/wind load engineering).

3. Budget Allocation ($225,000)

This budget covers the project from "concept to completion," including all professional fees, materials, and installation costs.

Phase	Description	Allocation	Amount
Design & Admin	Engineering stamps, 3D modeling, permits, and artist fees.	15%	$33,750
Fabrication	Steel bending, welding, and structural assembly.	35%	$78,750
Mosaic Artistry	Hand-crafted glass mosaics and "yo-yo" disk assembly.	25%	$56,250
Electrical	Light feature, wiring, and smart-control systems.	10%	$22,500
Installation	Site prep, crane rental, and final mounting.	10%	$22,500

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Contingency	Emergency site adjustments or material cost shifts.	5%	$11,250
TOTAL		**100%**	**$225,000**

4. Materials & Durability Strategy

To ensure the sculpture remains a "low-maintenance" asset for the community, the following materials are specified:

- **UV-Stable Laminated Glass:** The yo-yo elements will use a double-layered glass system. This protects the mosaic murals from sun fading and provides high impact resistance in public spaces.
- **Anti-Graffiti Coating:** All steel surfaces will receive a clear, hydrophobic ceramic coating to prevent paint adhesion and simplify cleaning.
- **Tamper-Proof Hardware:** All electrical access panels and mounting bolts will utilize security-head screws to prevent vandalism.

5. Proposed Implementation Timeline

1. **Phase 1: Design Development (Months 1–2):** Finalizing 3D models and obtaining structural engineering approval.
2. **Phase 2: Fabrication (Months 3–8):** Steel structure bending and parallel creation of the mosaic disks in the studio.
3. **Phase 3: Site Preparation (Months 8–9):** Excavation and pouring of the concrete foundation and electrical trenching.

4. **Phase 4: Installation & Unveiling (Month 10):** Multi-day crane installation, electrical testing, and site restoration.

6. Maintenance Plan

- **Quarterly:** Pressure wash with mild soap to remove dust and environmental pollutants.
- **Annually:** Inspection of the DMX lighting controllers and structural anchor points.
- **Biennially:** Re-application of the anti-graffiti sacrificial layer if necessary.

Note on Cultural Connectivity: The "yo-yo" elements are not only structural; they serve as windows into history. By utilizing translucent colored glass, the mosaic imagery will be visible during the day via natural sunlight and will "project" color onto the surrounding pavement at night via the internal LED system.

Based on the image and project title provided, "The Radiant Junction" represents a sophisticated intersection of public utility and narrative sculpture. The following is a professional project proposal and budget estimate, assuming a site area of approximately **800–1,000 square feet** with a configuration of roughly **30 street-style light fixtures**.

Project Proposal: The Radiant Junction

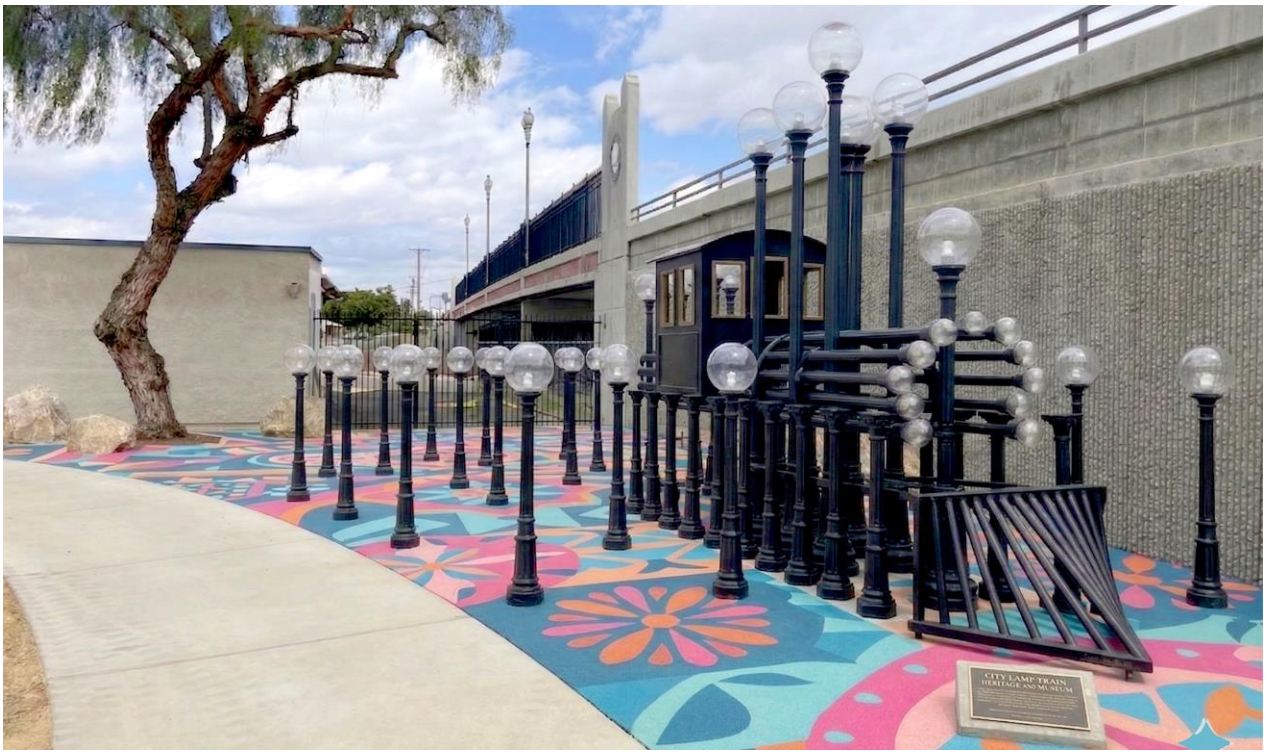
I. Project Overview

"The Radiant Junction" is a freestanding public art installation designed to serve as a landmark "gateway" at the Northeast corner of a designated heritage or museum site. The centerpiece, the **City Lamp Train**, utilizes the visual language of urban infrastructure—traditional street lamps—to construct a whimsical, locomotive-inspired form. This is grounded by a vibrant, multi-colored **Poured-in-Place (PIP) rubber**

surface featuring an intricate "Radiant" floral and geometric design that transforms the ground plane into a functional, ADA-accessible gallery.

II. Budget Estimate

Total Estimated Project Cost: **$165,000 – $225,000**



Category	Description	Estimated Cost
Design & Engineering	Final blueprints, electrical engineering, and structural stamps for the train assembly.	$15,000 - $20,000

Fabrication: Lighting	~30 custom or modified street lamps (varying heights) with LED units and globes.	$45,000 - $60,000
Fabrication: Train Cab	Custom metal/wood fabrication of the "locomotive" cabin and engine frame.	$20,000 - $30,000
Rubber Surfacing	Multi-color PIP rubber (800-1,000 sq ft) with custom-cut floral patterns.	$25,000 - $35,000
Site Prep & Electrical	Trenching, sub-base preparation, and a centralized control system/timer.	$25,000 - $35,000
Installation & Labor	Mobilization, crane/lift rental, and specialized crew for assembly.	$20,000 - $25,000

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Contingency (10%)	Mitigation for material price fluctuations or site-specific challenges.	$15,000 - $20,000

III. Timeline

Project Duration: Approximately 10–12 Months

- **Months 1–3: Design & Permitting**
- Finalize artistic renderings and technical specs.
- Secure electrical and structural permits from the City/County.
- **Months 4–7: Off-site Fabrication**
- Procurement of street lamps and electrical components.
- Fabrication of the custom train cabin and engine structural skeleton.
- **Month 8: Site Preparation**
- Concrete base pouring for the train structure and lamp footings.
- Trenching for electrical conduit and connection to the city grid.
- **Month 9: Assembly & Installation**
- Erection of the 30 lamp posts and the central "City Lamp Train" structure.
- Electrical wiring and initial lighting tests.
- **Month 10: Surfacing & Handover**
- Installation of the multi-layered rubber surface (SBR base + EPDM color layer).
- Project walkthrough, final inspection, and unveiling.

IV. Maintenance Plan

1. Lighting & Electrical (Bi-Annual)

- **Inspection:** Semi-annual check of all 30 LED globes for output and structural integrity of the globes.
- **Electrical:** Annual inspection of the control box, timers, and sensors.
- **Cleaning:** Annual wiping of the translucent globes to maintain maximum "radiance" and luminosity.

2. Surface Maintenance (Annual & Long-Term)

- **Routine Cleaning:** Weekly leaf blowing or sweeping to prevent organic debris from staining the rubber granules.
- **Deep Cleaning:** Annual low-pressure power washing (max 2,000 PSI) using a wide fan tip to remove deep-set dirt and pollutants.
- **Re-Sealing:** Every 5–7 years, apply a clear aliphatic polyurethane top-coat to protect the EPDM colors from UV fading and to maintain surface elasticity.

3. Structural (Annual)

- **Integrity Check:** Inspect the train cabin and lamp bases for signs of rust or graffiti.
- **Anti-Graffiti:** Treat the metal components with a sacrificial anti-graffiti coating for easier removal of tagging.

This proposal ensures that **The Radiant Junction** remains a durable, safe, and visually captivating tribute to the community's heritage for decades to come.

PROJECT PROPOSAL: Restoration of the "We Are Perris" Sports and History Park Mural

Prepared for: City of Perris, Department of Community Services

Project Location: Foss Field Park, 138 N. Perris Blvd.

Lead Conservator: Eliseo Art Silva, MFA (Artist Name: ELESI)

Proposed Investment: $15,000.00

1. Executive Summary

As the City of Perris undergoes the transformative **$15 million renovation of Foss Field Park**, the preservation of its existing cultural landmarks is paramount. The **"We Are Perris, California"** mural is not merely paint on a wall; it is a visual archive of the city's soul—from the legacy of Fred T. Perris to the youth who represent our future.

This proposal outlines a master-level restoration plan led by **Eliseo Art Silva**, a world-renowned muralist and cultural strategist. This project will move beyond a simple "touch-up" to provide a full-scale conservation treatment, ensuring the mural remains a vibrant centerpiece of the newly renovated park for the next 20+ years.

2. Artist Qualifications & Heritage

- **Academic Excellence:** BFA from Otis College of Art and Design; MFA from the Maryland Institute College of Art (MICA).
- **National Recognition:** Creator of the *Gintong Kasaysayan, Gintong Pamana* mural in Los Angeles—recognized by the Smithsonian and LA Times as the most significant Filipino mural in the U.S.

- **Regional Connection:** A resident of the Inland Empire since 1994, currently authoring the definitive history of the region for Arcadia Publishing. My work is rooted in the specific historical context of Riverside County.

3. Scope of Work (Conservation Phases)

Phase I: Forensic Assessment & Surface Preparation

- **Detailed Condition Report:** Mapping of all areas of delamination, efflorescence, and UV degradation.
- **Gentle Aqueous Cleaning:** Removal of environmental pollutants, biological growth, and surface grime using pH-balanced, non-abrasive solutions to stabilize the original paint layer.

Phase II: Structural Consolidation & Repair

- **Adhesion Treatment:** Re-bonding of peeling or flaking paint to the substrate using archival-grade binders.
- **Substrate Patching:** Filling of cracks and minor structural voids to prevent future water ingress.

Phase III: Master-Level In-Painting & Chromatic Integration

- **Pigment Matching:** Utilizing high-load, lightfast acrylics to match the original palette exactly, ensuring seamless transitions between original and restored sections.
- **Detail Restoration:** Particular focus on the portraiture of city founders and the architectural landmarks of Perris (the railroad heritage and Pinacate history).

Phase IV: Archival Protection (The "Legacy" Seal)

- **UV Isolation Layer:** Application of a non-yellowing isolation coat to protect the artwork.
- **Advanced Vandalism Shield:** A final application of a high-end, matte-finish anti-graffiti coating that allows for easy removal of tags without damaging the underlying restoration.

4. Itemized Budget ($15,000.00)

Category	Description	Amount
Professional Artist Fee	Master-level conservation, color matching, and expert in-painting.	$8,500.00
Materials & Supplies	Archival pigments, isolation coats, and anti-graffiti shields.	$2,500.00
Equipment & Logistics	Scaffolding/lifts, site safety barriers, and surface prep tools.	$2,000.00
Project Management	Insurance, documentation, and a 5-year maintenance roadmap.	$2,000.00
TOTAL		**$15,000.00**

5. Proposed Timeline

- **Week 1:** Site mobilization and forensic cleaning.
- **Week 2-3:** Structural repair and detail-intensive in-painting.
- **Week 4:** Application of protective coatings and final walkthrough with City officials.

6. Closing Statement

Choosing a restoration led by a Master Artist ensures that the "We Are Perris" mural does not lose its "hand"—the artistic soul that community members recognize. My approach treats the mural with the same reverence as a museum piece, honoring its place in the history of the **Foss Field Park** legacy.

PROPOSAL FOR "SHINE TOGETHER" MURAL

Location: Western Wall

Title: "Shine Together"

Dimensions: 145 feet x 8 feet

Rate: $45 per square foot

Total Budget: $52,200 ($45 x 1160 sq. ft.)

(Concept Art, just an aesthetic benchmark on style, its develpment will be co-authored with community and stakeholders.)

AESTHETIC & CONCEPTUAL DESCRIPTION

The proposed mural, "Shine Together," is a sprawling, luminous visual tapestry that reinterprets the complex, interwoven patterns and diverse flora of the provided visual basis (image_53.png) into a dynamic 145-foot journey. The central philosophy of the title is visually embodied in a luminous, interconnected cloud-like form that traverses the long western wall, symbolizing that collective brilliance is achieved through interwoven relationships.

Mural Concept ("Shine Together"): The visual foundation is an intricate ecosystem where individual elements—colorful heart-shaped leaves, vibrant morning glories, and a multitude of other flowers—are physically and conceptually linked by interwoven tendrils. The title reflects the idea that the community's unique, diverse stories are stronger and more radiant when they are unified.

Design Adaption:

1. **Scaling and Flow:** The undulating central form from image_53.png, with its blend of soft, multi-colored gradients, will be expanded across the entire 145-foot length of the wall. This organic form will flow like a river of color and texture. The complexity of the flora will

be increased, with a greater density and variety of interwoven plants, creating a deep sense of a thriving ecosystem.

2. **Narrative Arc (Scroll and Cranes):**

- **The Illustrative Foundation:** The illustrative, unrolling scroll from the left (image_53.png) will be placed at the far western edge (the start of the mural). This section will be a more muted, black-and-white illustrative drawing, representing collective history, foundation, or memory.
- **The Living Ascent:** From this foundational scroll, the complex, full-color vine ecosystem will burst forth, moving eastward.
- **The Shared Flight:** The white origami cranes will be multiplied and distributed across the length of the wall, taking collective flight upwards and eastward. Their increasing numbers as they move along the wall represent shared aspiration and the lifting up of one another.

3. **Special Materials and Textures:** Key elements of the mural, such as the prominent central flowers and specific leaf clusters, will incorporate genuine metallic leaf (silver and gold, as seen in image_53.png). This will catch the changing daily light on the western wall, making the mural truly sparkle and 'shine' on a grand scale.
4. **Background (Universal Connection):** The overlapping circular and mandala-like patterns from the background (image_53.png), with their intricate patterned interiors, will be re-scaled and multiplied. They will be distributed in a subtle, muted purple/blue wash across the entire background of the 145-foot wall, suggesting a underlying, universal connection that binds all elements together.

Composition Summary: The mural will have a strong horizontal sweep, starting with the illustrative scroll and foundational history on the far west, transitioning into a vibrant, thriving ecosystem, with a massive flock of cranes taking shared flight. The central purple cloud-form, expanded, provides the main vessel.

TIMELINE (Estimate for a 145' x 8' mural)

A project of this scale requires careful planning and a generous, but not excessive, duration to maintain quality. This is an estimate of time required for execution.

Phase 1: Project Initiation & Design Finalization (Months 1-2)

- **Wk 1-2:** Full site inspection. Surface assessment. Contracting.
- **Wk 3-4:** Scaling the base design to 145' x 8'. Refining the narrative arc (placement of scroll, cranes). Selecting the specific varieties of flora.
- **Month 2:** Client review and approval of scaled design mockups. Ordering premium materials.

Phase 2: Site Preparation & Base Coat (Month 3)

- **Wk 1-2:** Cleaning and priming the entire 1160 sq. ft. wall surface. Equipment setup (rolling scaffolding/lifts).
- **Wk 3-4:** Painting the large, subtle background mandala washes. Applying the primary purple and blue color forms.

Phase 3: Mural Execution (Months 4-7)

- **Month 4:** Painting the intricate foundational scroll (far west) and the main complex central cloud form. Establishing the main vine structures.
- **Month 5:** Executing the dense, colorful flora. Blending gradients. Applying metallic leaf (silver/gold) in key areas. Painting the flock of cranes.
- **Month 6:** Refining details. Adding depth. Client check-ins.
- **Month 7:** Final touch-ups. Applying high-quality UV-protective and anti-graffiti clear coatings (specifically over delicate metallic leaf). Final site cleanup.

Phase 4: Unveiling & Finishing (Month 8)

- **Month 8:** Official dedication and unveiling ceremony.

BUDGET BREAKDOWN

The total budget is $52,200 ($45/sq. ft. x 1160 sq. ft.).

Budget Category	Estimated Cost	% of Total	Description

Artist & Execution Fees	$31,320	60%	Design scaling, painting labor, metallic leaf application, lead artist fees.
Premium Materials & Specialized Finishes	$10,440	20%	High-end multi-layered acrylics, specialized clear coatings (anti-graffiti & UV for metallics), genuine silver/gold leaf.
Site Prep & Equipment Rental	$5,220	10%	Cleaning, priming labor, rolling scaffolding/lift rental, site safety setup.
Project Management & Insurance	$2,610	5%	Administrative fees, project management hours, specialized mural insurance.
Marketing & Unveiling Event	$1,305	2.5%	Press release, dedication ceremony logistics, modest marketing materials.

Contingency Fund	$1,305	2.5%	Set aside for unforeseen costs or material fluctuations.
TOTAL	**$52,200**	**100%**	

MAINTENANCE PLAN

A large-scale public work requires direct, simple, and effective maintenance.

Immediate Post-Execution Care (Month 1):

- **Initial Curing:** The finished mural should be kept free of dust for the first 48 hours. The applied coatings will cure over the first month. No direct touch is required.

Long-Term Maintenance Plan:

1. **Regular Cleaning (Semi-Annually):**
- **Action:** Gentle cleaning with a non-abrasive, soft microfiber cloth or soft sponge.
- **Solution:** A very dilute, neutral pH cleaner (like baby soap or specialized mural cleaner) in warm water. Avoid high-pressure water and harsh chemical cleaners, which can damage specialized coatings and metallic leaf.
2. **Coating Maintenance (Every 5-7 Years):**
- **Assessment:** The specialized UV/anti-graffiti coating will be inspected every 3-5 years.
- **Re-application:** If the coating shows signs of wear or becomes cloudy, a new layer of the same specialized non-yellowing clear coat must be applied by a professional conservator or approved mural artist. *Crucially, a dedicated, non-yellowing breathable coating over the metallic leaf must be specified and applied.*
3. **Inspections (Annually):**
- **Action:** A walk-through to check for paint peeling, fading, or damage.

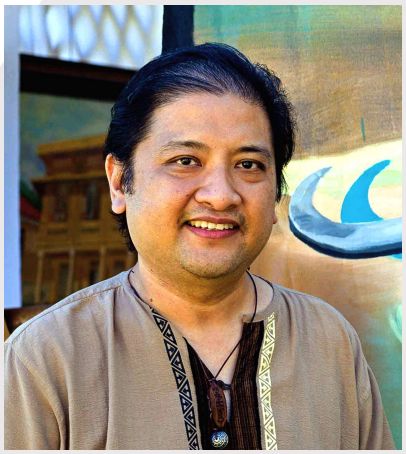
- **Touch-ups:** Minor scratches or localized damage can be repaired by a professional using the specific colors. Touch-up protocols will be provided to the client.

4. **Graffiti Removal Protocol:**

- **Action:** The applied sacrificial anti-graffiti coating allows for simple removal.
- **Method:** Specific graffiti-removal solutions (e.g., graffiti wipes or biodegradable cleaners) should be used *immediately* to lift the graffiti without scrubbing, which can damage the delicate metallic leaf below. The sacrificial layer may need to be localized re-applied afterwards.

5. **Documentation:** Detailed material sheets, color codes, and a maintenance log will be provided to the client for their records.

This proposal offers a distinct, high-quality, and scalable vision that honors the complexity of the provided artwork while meeting the precise logistical and budgetary constraints of the large western wall mural, creating a lasting landmark for collective community luminosity.



ELISEO ART SILVA

VISIONARY MURALIST, CULTURAL STRATEGIST, MEMORIAL DESIGNER

PROFILE

Internationally acclaimed public artist with over 100 civic commissions across the U.S. and Philippines. Specializes in landmark heritage murals, memorials, and civi installations that reclaim Filipino authorship and amplify community voices. Blends symbolic storytelling cultural restoration, and collaborativ leadership to transform urban spaces into sites of healing and pride.

CONTACT

📍 Los Angeles & Manila
| 🖼 Studio: Corona, CA
| ✉ eliseoartsilva@email.com
| 🌐 www.eliseoartsilva.com
| 📸 Instagram: @elesi_72

CORE SKILLS

- Monumental mural and memorial design
- Filipino cosmology, history, and diaspora integration
- Community-engaged art and civic collaboration
- Symbolic storytelling and cultural restoration
- Professional presentation and proposal development

ARTIST STATEMENT

Art is a vessel for historical memory and cultural healing. My work transforms public spaces into sacred ground—where communities reclaim authorship, honor their ancestors, and envision futures rooted in justice. Through large-scale murals, memorials, and civic installations, I strive to illuminate untold stories and elevate voices long silenced.

EDUCATION & TRAINING

- MFA, Hoffberger School of Painting, Maryland Institute College of Art (2003)
- BFA, Otis College of Art and Design, Los Angeles (1997)
- Artist Residency, Skowhegan School of Painting and Sculpture (2002)
- Specialized Mural Training under Judith F. Baca, Los Angeles
- Community Teaching Artist Certificate, CSU Los Angeles (2021)
- Artists-in-Communities Program, Asian Arts Initiative, Philadelphia (2004)
- Philippine High School for the Arts, Laguna, Philippines (1986–1989)

SELECTED PUBLIC ART INSTALLATIONS Over 100 civic commissions across the U.S., Mexico & the Philippines
Recent Works (2024–2025)

- *Our Filipino Story*, Daly City, CA – 62' x 23' mural
- *Pinagpala Para Magpala Rin*, LA – fresco, mosaic, bronze shrine
- *Uncle Bob Santos Legacy*, Seattle, WA – 7' x 12' mural
- *Valor and Victory*, Colton, CA – four 20' x 50' murals
- *Filipino Floral Tattoo Play Area*, Unidad Park, LA – rubber surfacing design
- *Home is Circle City*, Corona, CA – civic mural

Legacy Installations

- *Gintong Kasaysayan*, LA's Filipino History Mural – 150' x 30'
- *Talang Gabay Gateway*, Historic Filipinotown, LA
- *Alab ng Puso*, Philadelphia – first Filipino mural on East Coast
- *Philippine Nationality Room*, University of Pittsburgh
- *Carlos Bulosan & Larry Itliong Memorials*, Seattle & Delano

- *Manifest Diversity*, CSUDH 50th Anniversary Mural
- *Choose Respect*, Sitka, Alaska – anti-domestic violence mural
- *Long Live International Solidarity!*, Mexico City

HONORS & DISTINCTIONS
Civic & Cultural Recognition

- Cultural Treasure Designation, City of Los Angeles (2018)
- Award of Design Excellence, LA Department of Cultural Affairs (2017)
- Most Outstanding Migrant Artist, Global Migrant Heritage Foundation (2023)

Media & Cultural Impact

- Featured in *LA Weekly*, *KCET*, *NBC Philadelphia*, *Explore Lompoc*
- Recognized for first Filipino-themed fresco shrine in LA

Fellowships & Grants

- Joan Mitchell Foundation MFA Grant
- Ford Foundation Grant, City College of NY
- Visual Art Fellowship, Independence Foundation
- Getty Multicultural Arts Fellow Internship

Academic Awards

- Distinguished Alumni, Colegio de San Juan de Letran
- Multiple Scholarships, Otis College of Art & Design
- Hoffberger Scholarship, MICA

SELECTED EXHIBITIONS

Group

- *Filipino California*, Forest Lawn Museum (2024)
- *Surface Tension*, Skirball Cultural Center (2017)
- *I Want the Wide American Earth*, Smithsonian Tour (2013–2015)
- *Made in California*, LACMA (2000)

Solo

- *Fiesta Apocalypse*, Oxnard College (2022)
- *Disruptions*, Pinta Dos Gallery (2017)
- *Larawan ng Sambayanan*, Embassy of the Philippines, DC (2003)

Patrick Barwinski & Peter Hazel

FOSS FIELD PARK

PUBLIC ART PROJECT PROPOSAL

Hummingbird Sculpture

Design & Admin $26,000

Concept development, structural design, engineering coordination, and fabrication planning.

Fabrication & Materials $25,000

Fabrication, specialty materials, finishing processes, and surface treatments for long-term durability.

Equipment & Rentals $2,500

Forklift / boom lift access, rigging equipment, and installation tools required for safe placement.

Delivery & Installation $5,500

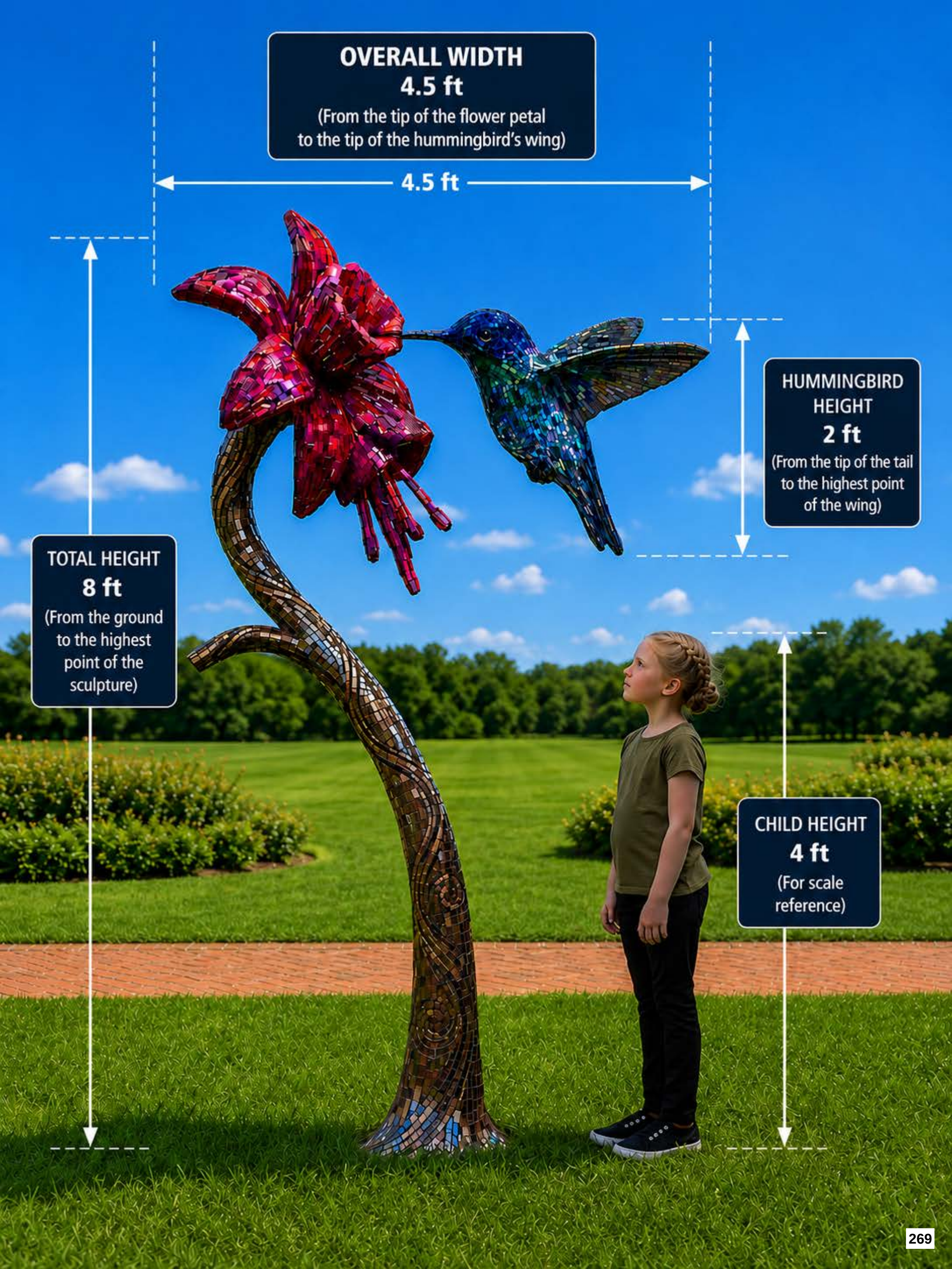
Transportation, on-site installation, insurance, anchoring, and final

Insurance & Permits $10,430

General liability insurance, payment & performance bond, required permits and associated fees placement coordination.

Total $69,430

Please note this price does not include concrete hard / soft base. This can be negociated with city once project is approved.


OVERALL WIDTH
4.5 ft
(From the tip of the flower petal to the tip of the hummingbird's wing)
4.5 ft
HUMMINGBIRD HEIGHT
2 ft
(From the tip of the tail to the highest point of the wing)
TOTAL HEIGHT
8 ft
(From the ground to the highest point of the sculpture)
CHILD HEIGHT
4 ft
(For scale reference)

Lizard Sculpture

Design & Admin $26,000

Concept development, structural design, engineering coordination, and fabrication planning.

Fabrication & Materials $25,000

Fabrication, specialty materials, finishing processes, and surface treatments for long-term durability.

Equipment & Rentals $2,500

Forklift / boom lift access, rigging equipment, and installation tools required for safe placement.

Delivery & Installation $5,500

Transportation, on-site installation, insurance, anchoring, and final placement coordination.

Insurance & Permits $10,430

General liability insurance, payment & performance bond, required permits and associated fees

Total $69,430

Please note this price does not include concrete hard / soft base. This can be negociated with city once project is approved.

BASE WIDTH
8 ft
(From the left edge to the right edge of the base)

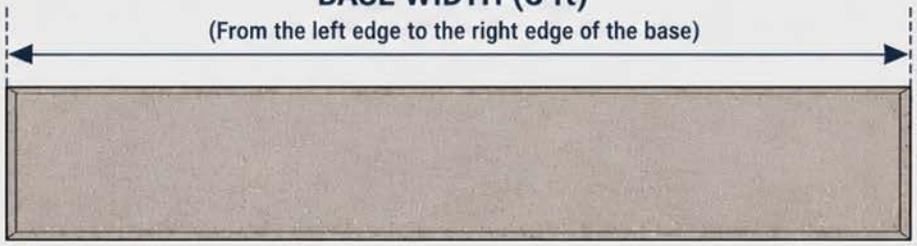
BASE HEIGHT
3 ft
(From the ground to the top of the base)

SIDE VIEW

BASE HEIGHT
3 ft
(From the ground to the top of the base)

TOP VIEW

BASE WIDTH (8 ft)
(From the left edge to the right edge of the base)

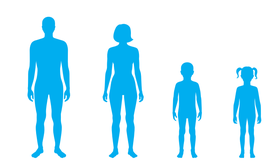


Foss Field Park Public Art - Western Block Wall Mural

Mural Artwork

Color Palette

Scale Reference



* Please note that this proposed mural artwork can be modified.
Final details, objects and colors can be discussed with client upon finalizing mural artwork.

Foss Field Park Public Art Projects
Patrick Barwinski 951-796-2772 prbarwinski@gmail.com

Foss Field Park Public Art - Restroom Wall Mural

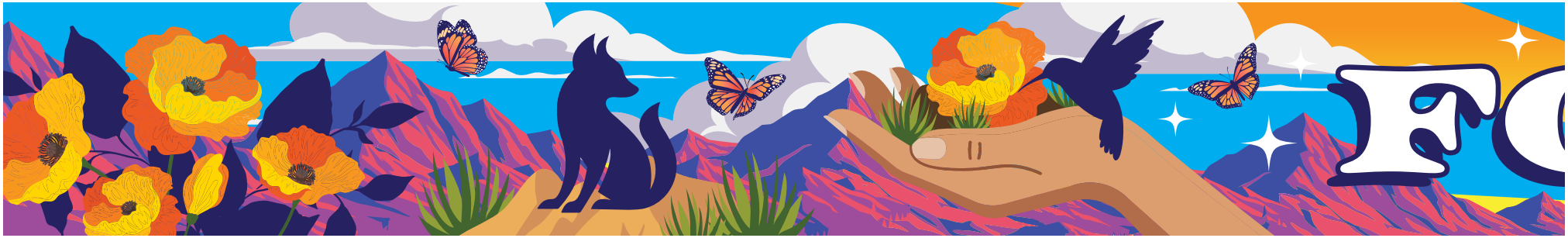
Mural Artwork - Option 1

Foss Field Park Public Art - Restroom Wall Mural

Mural Artwork - Option 2

Wall Mural Artwork - Option 02

Left Side - Details



Middle - Details

Right Side - Details

Bathroom Wall Mural Artwork - Option 1

Mural Artwork - Main Wall

Mural Artwork - Restroom Wall (Option 1)

Bathroom Wall Mural Artwork - Option 2

Mural Artwork - Main Wall

Mural Artwork - Restroom Wall (Option 1)

Bathroom Wall Mural

Design & Admin $10,000

Design development, concept refinement, scaled layout planning, project coordination, and insurance.

Labor & Materials $23,000

On-site mural execution including layout, painting, detailing, and professional exterior materials for long-term durability.

Equipment & Rentals $2,500

Scaffolding, lift access (if needed), sprayers, gas generator, safety equipment, and necessary tools for efficient installation.

Protective Coating $1,000

Application of anti-graffiti protective coating to ensure longevity and ease of maintenance.

Total 36,500

Western Wall Mural

Design & Admin $10,000

Design development, concept refinement, scaled layout planning, project coordination, and insurance.

Labor & Materials $40,000

On-site mural execution including layout, painting, detailing, and professional exterior materials for long-term durability.

Equipment & Rentals $5,000

Scaffolding, lift access (if needed), sprayers, gas generator, safety equipment, and necessary tools for efficient installation.

Protective Coating $2,000

Application of anti-graffiti protective coating to ensure longevity and ease of maintenance.

Total 57,000

Alejandro Poli

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

Monday, April 6, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
   A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
   B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
   C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
   A. Approval of insurance from the City's Risk Management Office will be required.
   B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
   C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Alejandro Poli Jr
Company Name (if applicable)	Man One Art
Business Phone Number (if applicable)	(626) 458-2444
Phone Number	(626) 458-2444
Email	manone@manone.com
Website	www.ManOne.com
Social Media Handle	@ManOneArt (instagram, fb)
Address	4335 E. Lowell St. Suite C Ontario, CA, 91761
Proof of Insurance	COI - Milliken Business Center, LLC.pdf
Resume	M1.RESUME.1PAGE.2026.pdf

Examples of Previous Artwork

FAMILY
AMOR

AP.ANNOTATED IMAGES.2025.pdf

Are you (the artist) a resident of the City of Perris? No

Preferred method of contact Business Phone Number, Email

How did you hear about the Foss Field RFP? Instagram

PROPOSED ARTWORK INFORMATION

Artwork Title "In The Frequency of Life"

Artwork Description

1.) This mural is an abstracted landscape of symbols, letters, colors and shapes that create a visual frequency. Just like instrumental music is interpreted differently by every person that listens to it, this piece creates a visual harmony who's melody is to be explained specifically by the eyes gazing upon it. The bright colors and fun shapes give context to the piece which will engage viewers of all ages and backgrounds.
2. & 3.) These sculptures are abstracted letterforms using the similar colorful motifs that exist on the mural. The idea is to create shapes and figures that are from the same artistic language but open to interpretation and evoke interesting composition. The sculptures would anchor the different points within the park.

Proposed Artwork Design

Artwork Material

Mural: Acrylic and aerosol paint, treated with uv and anti

graffiti coatings. Sculptures: powder coated metal/aluminum

Artwork Dimensions

Mural: 142’ L x 8’ H. Sculptures: 10'H - 12'H x 7'W - 9'W

ARTIST PROPOSAL

Proposed Project Type

Western Block Wall Mural

Southeast Corner Installation for Free-Standing Artwork

Northeast Coner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

I am really interested in this project because it gives me the opportunity to create a cohesive large scale installation that can be enjoyed by the public at large. The high level concept of my proposal is to bring community together through thoughtful use of color and space. In this park setting, visitors are usually there to have fun, play games and interact with family. This project, in my mind, serves to close the gap between function and imagination. The artwork is meant to give permission for thoughtfulness, creativity and fun. Sometimes artwork doesn't need to be so cerebral to be enjoyed or understood. Color and shape can elevate enjoyment and allow for a sense of freedom. Those are the emotions and ideas I'm aiming to evoke from this public art installation.

Maintenance Plan

The mural would be anti graffiti coated and should be re-applied every 3-5 years depending on wear and tear. Graffiti should be removed as quickly as possible, cleaning solvents will be purchased to be kept on site for small and simple clean ups to be done by local city maintenance staff. Any significant vandalism should be handled by a professional crew. I recommend "MuralColors" (an LA based company). Costs range from a couple hundred dollars for material purchase and labor up to several thousands if large vandalism occurs. I do not do surface cleanings or ongoing maintenance, but I am available for consultation and repainting of areas should damage be significant and require restoration. Costs would be billed accordingly and I would provide an estimate before beginning any such work.

Estimated Completion Date

Friday, October 30, 2026

Project Timeline

M1.Perris.Timeline.pdf

BUDGET PROPOSAL

Project Budget

227000

Itemized Project Budget

M1.Perris.Budget.pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece?

Yes

Do you have additional funding for this art piece?

No

Required Documentation

Required Documents Checklist

- Copy of Insurance
- Artwork Design
- Resume and Examples of Previous Artwork
- Project Concept Statement
- Itemized Project Budget
- Maintenance Plan
- Project Schedule

Additional Supporting Documents

M1.REFERENCES.2025.pdf

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Monday, April 6, 2026

Name Alejandro Poli Jr

ITEMIZED BUDGET:CITY OF PERRIS/ FOSS FIELD PARK PUBLIC ART

Wall Location: Foss Field Park, City of Perris, California
Artist: Man One
Contact:626-458-2444 | manone@manone.com
www.ManOne.com | @ManOneArt

ARTIST DESIGN FEES: $15,000
MURAL INSTALLATION (labor for artist and assistants): $40,000
MATERIALS & SUPPLIES (artist geso, high quality acrylic and aerosol paints, brushes, drop cloths, etc): $20,000
SCULPTURE FABRICATION: $100,000 ($50,000 each)
SCULPTURE TRANSPORTATION and INSTALLATION: $25,000
ADMNISTRATIVE COSTS: $5,000
FINAL TOPCOAT & ANTI-GRAFFITI COATING: $10,000
VIDEO & PHOTO DOCUMENTATION: $4,000
INSURANCE: $3,000
CONTINGENCY: $5,000

TOTAL: $227,000

M a n O n e
(Alejandro Poli Jr.)
4335 E. Lowell St.
Suite C, Ontario, Ca 91761
manone@manone.com
www.ManOne.com
626.458.2444

Foss Field Park Public Art Project - City of Perris

Mural Timeline:
-final design: 2 weeks
-wall prep and sketching: 1 week
-mural painting and installation: 2.5 weeks

Sculptures:
-final renderings and cad designs: 3-4 weeks
-fabrication: 2-3 months
-installation: 1 week

M a n O n e
(Alejandro Poli Jr.)
4335 E. Lowell St. Suite C
Ontario, Ca 91761
manone@manone.com
www.ManOne.com
626.458.2444

Artist Resume (*Abbreviated)*
Public Art Murals and Projects:
2025 "Celestial Guardian of the Arts District", public mural commissioned by Aliso Apartments, Los Angeles,Ca
Family and Amor in Watts", 60 foot tall public mural commissioned by BRIDGE housing (affordable housing developer), Watts, Ca
"Art @ ONT", public art display, Ontario Airport Terminal 2, Gate 210, Ontario, Ca
2024 "Kizh Spirit in the Sky", 82 foot tall public mural commissioned by the city, El Monte, Ca
"Lomita Skies", public mural inspired by 5th grader's mural contest submissions commissioned by the city of Lomita. Lomita, Ca
"Faces of Watts", public art project commissioned by BRIDGE housing (affordable housing developer), Watts, Ca
2023 "Faces of Pomona", public art mural project featuring portraits of three local artists commissioned by the City of Pomona, Ca
"The Good People Under Our Sun and Moon", large public art mural project commissioned by the city, Placentia, Ca
"1 Cal Plaza Mural", public art commissioned by Rising Realty Partners for 1 California Plaza, Los Angeles, Ca
2022 "UNITY", public mural painted with local street artists, arts envoy and lead artist for "Street Art Project 2022" funded by the US Embassy Nepal, Kathmandu, Nepal
"Mithila Mural", public mural painted with traditional Mithila artists, arts envoy and lead artist for "Street Art Project 2022" funded by the US Embassy Nepal, Janakpur, Nepal
"Grand Ave Augmented", public AR activation commissioned by the Downtown Center Business Improvement District (DCBID), Los Angeles, Ca
"DTLA MAN", commissioned by Silverstein Properties as artist and curator for "USBT MURAL PROJECT", US Bank Tower, Los Angeles, Ca
"The World is Nuts", privately commissioned mural along Live Oak Park bike path, Berkeley, Ca
"MAN BULL", commissioned by El TORITO Restaurant to hand paint life size bull sculpture and featured artist for Hispanic Heritage Month campaign, Ontario, Ca
"Noni Olabisi QEPD", commissioned by Silverstein Properties, US Bank Tower, Los Angeles, Ca
"MANSTRACTION", commissioned by Overspray Art Gallery, Pomona, Ca
2021
"Ese Leo!", funded by GenteChicano/SOYmosChicanos Arts fund via Artshare LA, Los Angeles, Ca "
Downward Man", commissioned by Agora Partners, Hollywood, Ca
"Brumer Love:Stanley & Miriam", commissioned by Linder & Associates, Los Angeles, Ca
2019 "Futuro", commissioned by Palomar College, San Marcos, Ca
2018 "El Sereno Happiness", commissioned for Hatchspaces, El Sereno, Ca
"Smile Now, Cry Later", commissioned for Pro Doc Technologies, Los Angeles, Ca
2017 "Mama y Papa", commissioned by Estrella Jalisco, Los Angeles, Ca
"Cuidado Niños Jugando", commissioned for the Mayor Garcetti's Vision Zero Initiative, Los Angeles, Ca
"The Colors of Unity", commissioned by Arts Bridging the Gap, Hollywood, Ca
"Trejo Portraits", commissioned by Trejos Coffee and Donuts, Hollywood, Ca

Private Mural Commissions:
2024 "Battle of the Gargantuas", commissioned by Silverstein Properties WTC 3, New York, Ny
"Paint the Ice" LA KINGS fan appreciation event Crypto.com Arena, Los Angeles, Ca
2023 LA KINGS live mural during fanfest at NHL playoffs, Crypto.com Arena, Los Angeles, Ca
College Football Playoff, digitally printed mural installed at LAX airport, Los Angeles, Ca
2022 "Isn't She Lovely", car mural on 1930 Model A Ford, Los Angeles, Ca
DELTA Airlines, employee mural for new terminal at LAX, Los Angeles, Ca
2021 "WOMC", interior mural for Wine of the Month Club, Monrovia, Ca
"GRAFFITI SPIRIT:LIFT", interior mural for Lift Coffee Roasters, Whittier, Ca
2020 "SUN", interior mural for RTI, Hermosa Beach, Ca
2019 "Poseidon", interior mural for RTI, Hermosa Beach, Ca
"The Festival:Sneakers x Music", various interior murals for Sneakertopia, Los Angeles, Ca

M a n O n e
(Alejandro Poli Jr.)

Professional References:

Susan Neufeld
Senior Vice President of Community
Development, Evaluation, Resident
Programs, and Resource Development
BRIDGE housing
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sneufeld@bridgehousing.com

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Officer
Silverstein Properties
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dmcquillan@silvprop.com

Isabel Rojas -Williams
Former Executive Director (2011-2016)
Mural Conservancy of LA
626-278-0761 mobile
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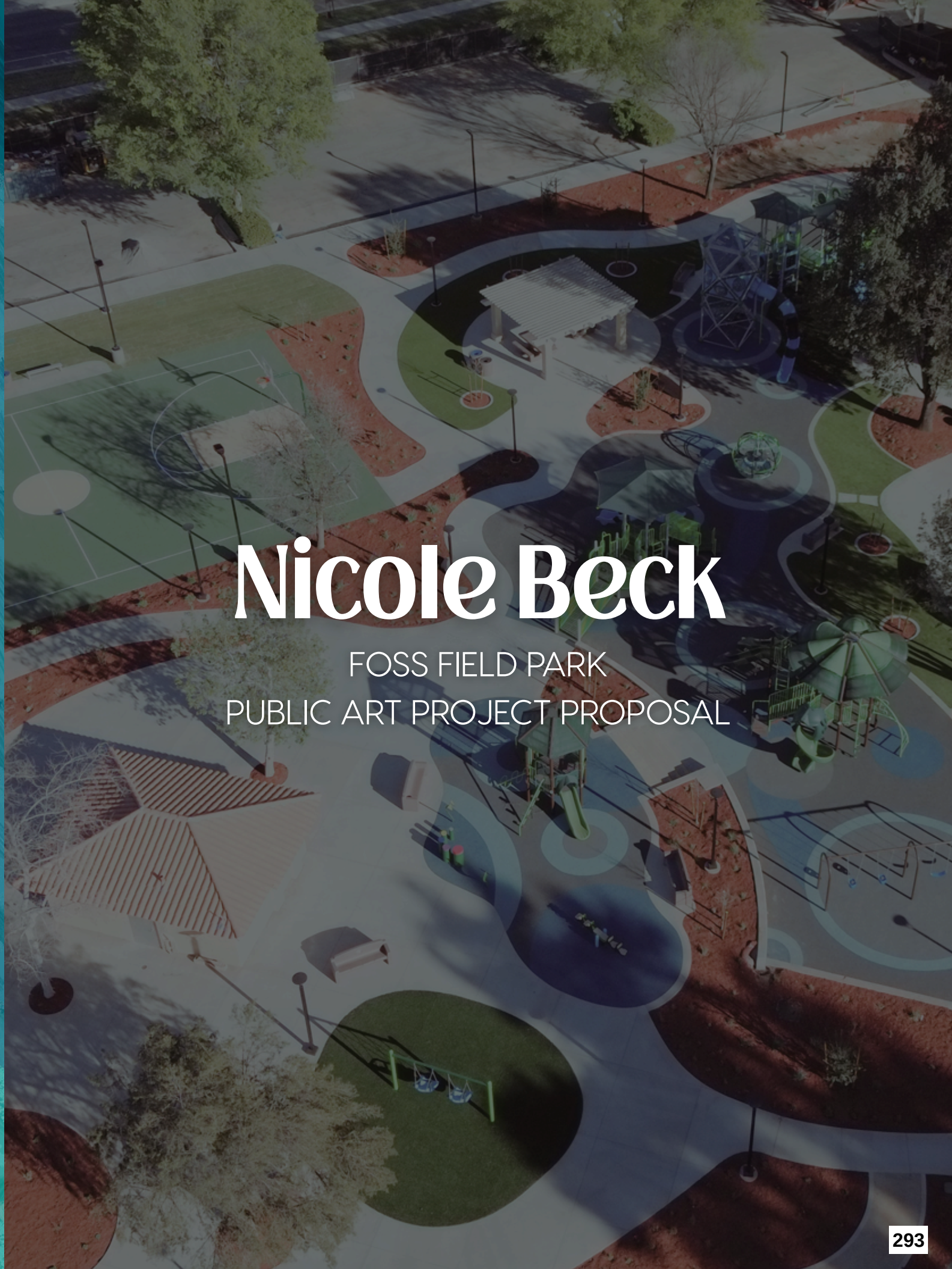


Nicole Beck

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

Tuesday, March 24, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
    A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
    B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
    C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
    A. Approval of insurance from the City's Risk Management Office will be required.
    B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
    C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Nicole Beck
Company Name (if applicable)	Nicole Beck
Business Phone Number (if applicable)	(312) 493-6649
Phone Number	(312) 493-6649
Email	nbeckart@gmail.com
Website	https://www.nicolebeck.com
Social Media Handle	IS nicole_beck
Address	805 S Oakley Blvd Chicago, IL, 60612
Proof of Insurance	NicoleBeck_HartfordPolicy_COI_5712.pdf
Resume	NicoleBeck2026_Resume.pdf

Examples of Previous Artwork

Beck_Image list.pdf

Are you (the artist) a resident of the City of Perris?

No

Preferred method of contact

Email

How did you hear about the Foss Field RFP?

City Public Art Email

PROPOSED ARTWORK INFORMATION

Artwork Title

Arquus Carus

Artwork Description

Nicole Beck
805 S Oakley Blvd., Chicago, IL 60612
312-493-6649 nbeckart@gmail.com
https://www.nicolebeck.com

CITY OF PERRIS FOSS PARK

CONCEPT & PROCESS

My sculptures bring light and energy to lived spaces with dynamic, engaging, vibrant color. Notably, I have been contracted in the last few years to create site-specific works that have centered on various aspects of healing and compassion. Please see the portfolio attached.

Typically, my work embraces maintenance-free stainless steel, custom-laminated outdoor-grade dichroic glass, mosaic, stone, LEDs and whatever best embodies the form and mission. I will work collaboratively with all invested stakeholders to create something iconic and site responsive, with a keen eye to durability, safety and public interaction.

I have extensive experience in working directly with community members, schools, contractors, engineers, art administrators and other integral parties to design and craft big projects and to bring them in on time.

SPECIFICS OF Arquus Carus FOR FOSS PARK

Site: PERHAPS ADJOINING AN AREA THAT IS FREQUENTED BY DOG OWNERS

Dichroic: Since the location faces south it will have optimal exposure to sunlight that activates the dichroic glass and causes it to shift colors dramatically as the viewer moves around the work and in differing ambient light conditions.

Elevated plinth: I highly recommend that the sculpture be elevated to lift it out of the planned plantings that will surround it, and herein I have suggested a truncated pyramidal plinth, either granite clad or painted steel.

Landscape: I am eager to collaborate with the landscape architect selecting companion plantings.

SCULPTURE MATERIALS & FABRICATION

The materials choice for Arquus Carus is maintenance-free stainless steel with a custom surface and

custom-laminated outdoor grade dichroic glass. This dichroic is fabricated by an international firm that has employed this formulation for decades in their own work. This specific glass lamination can withstand hundreds of pounds of striking force and hurricane force winds.

Regarding fabrication, I work with a highly respected shop that has created complex sculptures and architectural installations. https://www.vectorcustomfabricating.com is located just blocks from my house in Chicago. I have collaborated with Vector on a personal basis on many projects over the years and have a unique working relationship with them where I am able to shoulder various aspects of administration and fabrication of certain components so that I can be cost effective on my projects (i.e., installing the dichroic glass myself, managing transport, site rigging and installations, surface preparation of the stainless, integrating hand-made mosaic components, etc.)
Generally, Vector is contracted to manage all CADs, engineering, materials ordering, rolling, laser cutting, and structural welding & fabrication.

Timelines are wholly dependent on the engineering and contract approvals, workloads for Vector, supply availability and site requirements. Only the best suppliers, products and methods are used. I pride myself on meeting deadlines and in efficient coordination with committees and site needs.

METHODOLOGY

I landed on the title for the sculpture as Arquus Carus, which is Latin for an arch, arc or curve (as well as a rainbow) and dear, beloved pet, which is the main reason I'd appreciate locating the work adjoining a park space that is frequented by dog owners.

Proposed Artwork Design

Artwork Material

Stainless steel and custom-laminated outdoor grade dichroic glass.

Artwork Dimensions

(Variable) 10’H x 5’D x 5’W

ARTIST PROPOSAL

Proposed Project Type

Southeast Corner Installation for Free-Standing Artwork

Northeast Coner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

see prior

Maintenance Plan

see prior

Estimated Completion Date Wednesday, September 1, 2027

Project Timeline Nicole Beck_City of Perris Foss Park.pdf

Additional Supporting Documents Nicole Beck_Relevant Portfolio.pdf

BUDGET PROPOSAL

Project Budget 115000.00

Itemized Project Budget similar budget for Davis California Syc….pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? No

Do you have additional funding for this art piece? No

Required Documentation

Required Documents Checklist

- Copy of Insurance
- Artwork Design
- Resume and Examples of Previous Artwork
- Project Concept Statement
- Itemized Project Budget
- Maintenance Plan
- Project Schedule

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Tuesday, March 24, 2026

Name Nicole Beck

Nicole Beck 805 S Oakley Blvd., Chicago, IL 60612
312-493-6649 nbeckart@gmail.com www.nicolebeck.com

Fiat Lux, 2024, Sycamore Park, Davis, California. $115,000 with gratis by the City of Davis for the engineering and fabrication of the concrete foundation & plinth. 12' x 10' x 3', Stainless steel, custom-laminated dichroic glass and stone veneer.

Slides 1&2. The process to design and build this sculpture was both challenging and rewarding after being contacted by a grieving mother who had just lost their beloved 19-yr. old son, who was tragically stabbed just two blocks from their home in Davis. It was the third serial stabbing within one week. The Mother, Nadine had researched sculptures on the internet and found my work which she believed to represent the light and spirit of her son Karim. The sculpture has been specially commissioned via the City of Davis Public Art Dept. but also funded through the families and friend's private donations. The process was healing for the City of Davis in working closely with grieving parents whose son was well known in the community of UC Davis. "Fiat Lux" (Latin, for Into the Light) was designed to represent Karim Abou Najm's brilliant spirit and has been sited in the local park, near a grade school just feet from where he lost his life.

2. Fiat Lux, 2024, Sycamore Park, Davis, California

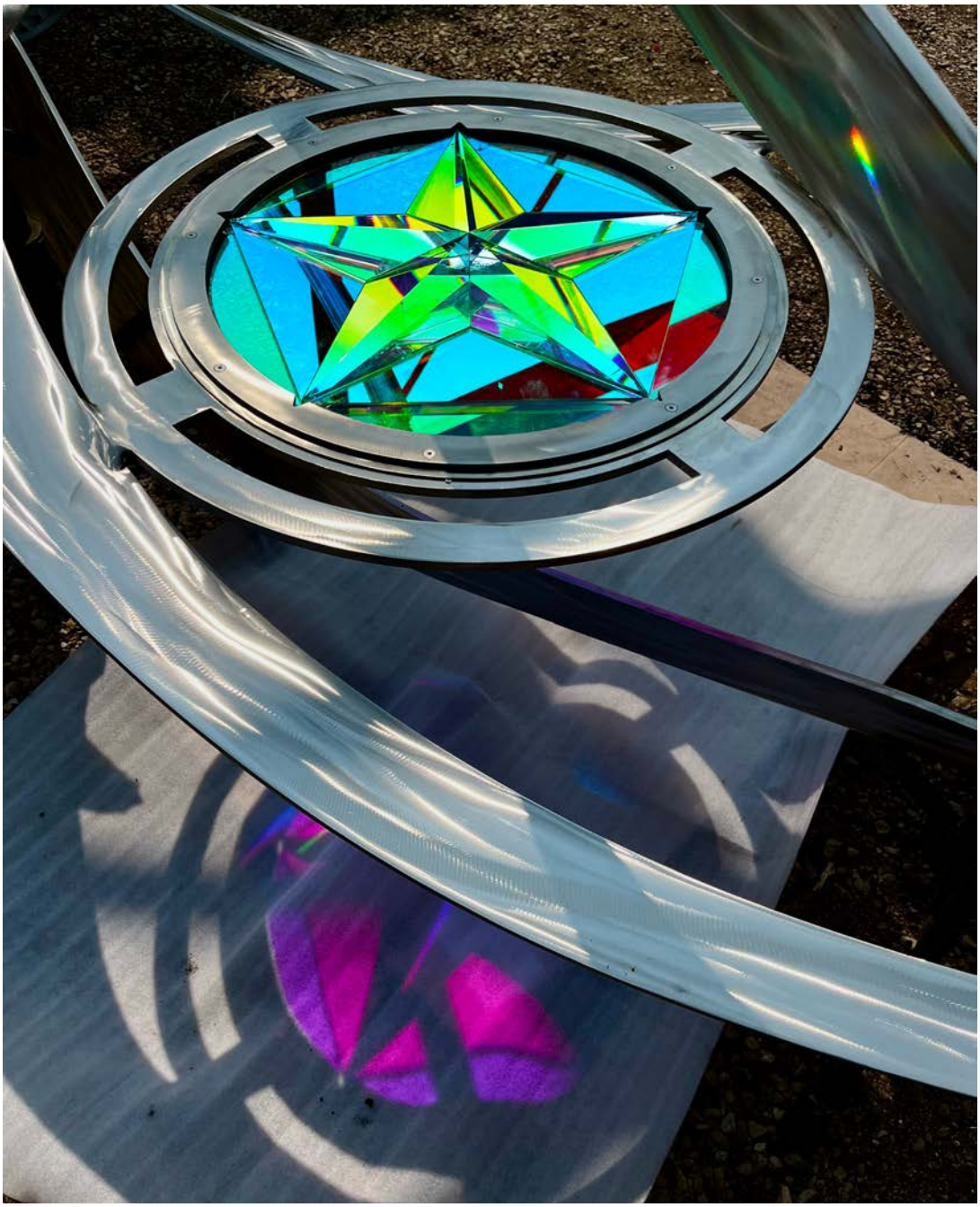
3. Portal, 2021, Larch Park, Commissioned by the City of Elmhurst, IL $40,00012’ x 10’ x 3’, Stainless steel, custom-laminated dichroic glass and Indiana Limestone.

Slide 3. The site-specific sculpture consists of a gateway in the shape of a diamond torus with brilliant insets of dichroic glass that shift colors radically as the viewer moves around the work. The shape implies a portal, a pathway or a personal view into Elmhurst. The differing shapes and colors of the dichroic glass represent Elmhurst's diverse population and interconnected community. It creates a vital energy that draws residents and visitors into the nexus of the city across from the main Metro station and tracks.

4. Juniata Peace Arch, 2021, Kepler Hall, Juniata College, Huntingdon, PA, $55,000. 10' x 16' x 2', Stainless steel and custom-laminated dichroic glass sited on custom concrete plaza inset with programmable LED uplighting.

Slide 4. Site specific commission for Juniata College depicting an archway to peace made with custom-laminated dichroic glass that

shifts color radically according to light conditions and the viewer's perspective, reflecting and casting colored light that represents a diverse international student population. The sculpture is sited in a well-traveled pathway between the dorms and classes, center campus and in front of the arts complex.



5. Sólace Star, 2024, $100,000. Commissioned by the Illinois Capital Development Board Art-in-Architecture Program, 15' x 72"Sq., Stainless steel, custom-laminated dichroic and prismatic glass, LED and custom mosaic seat back panels.

Slides 5,6. Installed in the outdoor garden area of the Long-Term Care Facility for Vets with Dementia and Alzheimer's Disease. This project was exceptionally challenging and rewarding in designing something that would reflect the specialized level of care needed at this facility, and in best representing these Veterans' service to our country. In designing the work, I queried many Veterans whom I personally know to determine what character values they deemed most important to their time in service. Some were active duty in Vietnam, others in Afghanistan and the Gulf, others were stationed throughout the world in various locations. In any case the most common traits noted were HONOR, SERVICE, DUTY & INTEGRITY which were inscribed in the ring that belts the center of the work and then spirals upward to hold a beautiful custom-laminated dichroic and prismatic 5-point star that represents our flag and gold stars.

Amplifiers, 2014, University of Illinois Urbana College of Electrical and Computer Engineering, Commissioned by the Capital Development Board of Illinois Art-in-Architecture Program. 18' x 12' x 6', Stainless steel, custom-laminated dichroic glass, programmable RGB LEDs, granite.

Slide 7,8.

The concept of "Amplifiers" is rooted in the history of the Dept. of Electrical & Computer Engineering at the University of Illinois where both the transistor and the LED were discovered. The glass forms represent an exact abstraction of the light oscillation pulse generated from an LED. The RGB LEDs were programmed in collaboration with a Senior student of the ECE, Brady Salz who I chose to further the message of collaboration fostered by this world-renowned institution. Video documentation:

http://www.youtube.com/watch?v=fl8Fr-ADDPU&feature=youtu.be

Slide 9.
NASCAR Xfinity series trophy for the Chicago Streetraces 2023-2025. The trophy is an abstraction of Chicago's Buckingham Fountain, around which the track revolves. The base is the exact shape of the stone fountain surround, the upright spiral represent the world's tallest water sprays and of course the colors and stars are Chicago's flag. Commissioned by NASCAR via DCASE contact.

Ragdale Foundation, Lake Forest, IL, 2024, L to R, Margot McMahon, Fredy Mallqui, Anthony Heinz May, Jyl Bonaguro, Julia Sulmasy, Mia Capidulipo and Nicole Beck

Slide 10: 20' Deceased Elm Tree, center campus. I was also honored to be included in a group of seven sculptors who lived on site, carved and transformed a 200-yr old elm tree that had finally succumbed to Dutch Elm Disease. That beloved elm was situated center campus at the Ragdale Foundation in Lake Forest. My fellow sculptors were recruited from the organization I helped to found in 2004, Chicago Sculpture International, a satellite organization of the ISC. The seven of us collaborated to create a cohesive work even though we came to the project with separate and definitive ideas and therefore became an incredibly fulfilling experience.

NICOLEB E C K
S C U L P T U R E

FIAT LUX

Memorial for Karim Abou Najm

Proposal for the City of Davis, CA at Sycamore Park

This design is copyrighted by ©Nicole Beck

“FIAT LUX”

FIAT LUX, Latin, Let there be light

This artwork is developed as a memorial project for Karim Abou Najm, the UC Davis student who was killed on April 29, 2023. While biking back home through Sycamore Park, the brilliant young man was brutally attacked by a serial stabber/killer in a place just across the bridge from his home.

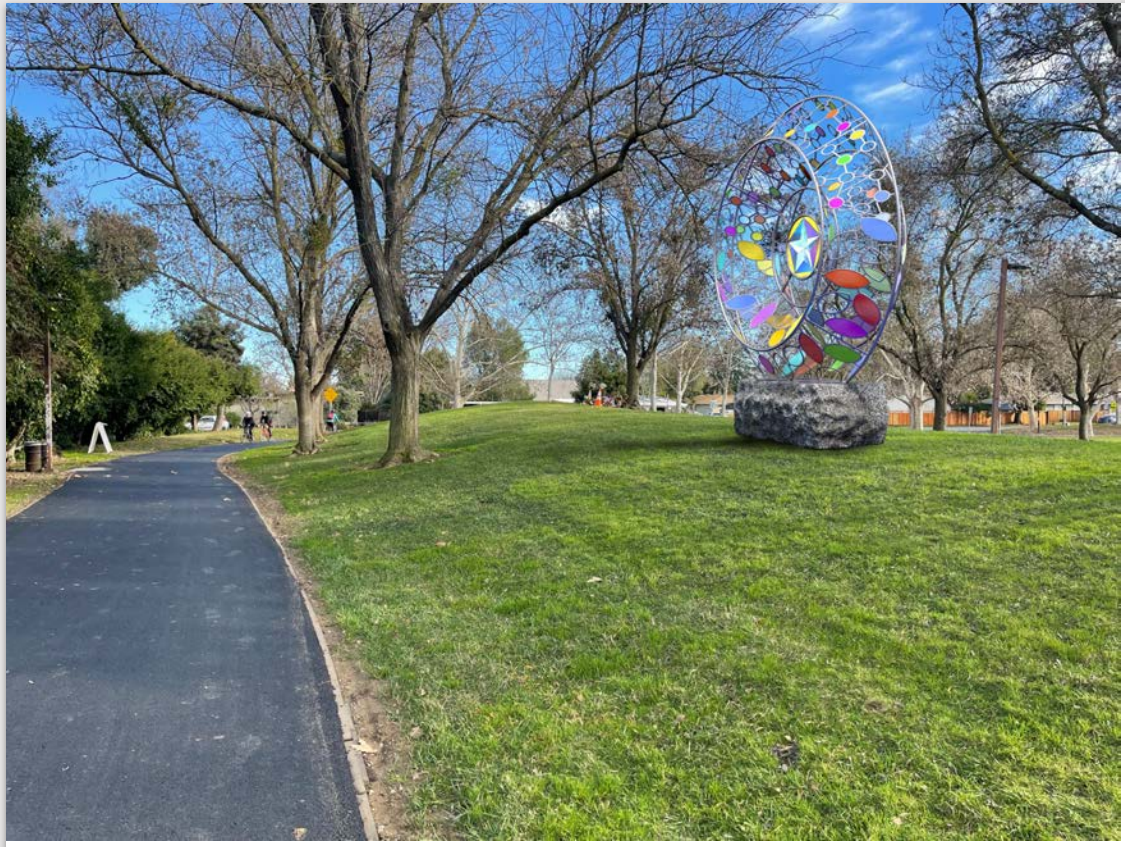
With his loss, his family, friends and the Davis community grieved and struggled to find ways to heal after such a tragedy. The community came together to honor the memory of an outstanding Davis citizen and initiated a fundraiser to create a space to remember Karim and honor him. The site will also be a place to grieve, heal and connect. The artwork that will be installed signifies many elements of Karim’s character and the beautiful ways the community showed their love and support to Karim’s family.

The artist Nicole Beck, based in Chicago, creates site specific public sculptures nationwide. She met with Karim’s parents many times to learn about his legacy and the best way to honor him and the community, and the design presented herein represents many months of collaboration to arrive at something that would honor both Karim, and in service to the community at large.

The family also coordinated with Rachel Hartsough and Carrie Dyer to ensure that the art piece can be installed on the berm next to where Karim was killed. In this work of art, we are trying to keep Karim’s memory alive by capturing the many facets of his light and brilliance, and for his drive to connect and care for people. The artwork is designed as a model of how we can thrive as a community.

The acquisition of donated artwork requires the City of Davis to designate significant funds toward the installation and long-term maintenance of the piece. It is requested that the city absorb the responsibility of the full preparation of the site to receive a substantial sculpture. *A concrete foundation must be planned and poured at a dimension of 6’L x 5’W x 3.5’D by the City.* Further, if the City and donors would like to cut costs, the City may also provide the concrete plinth instead of the planned Sydney Peak stone plinth.

The community started a preliminary fundraiser for the memorial site. Another wave of fundraising will be done to offset costs. The support of the City of Davis in the foundation, maintenance, and cost covering are much appreciated. Herein, the artist has provided a detailed budget and design for the work itself.



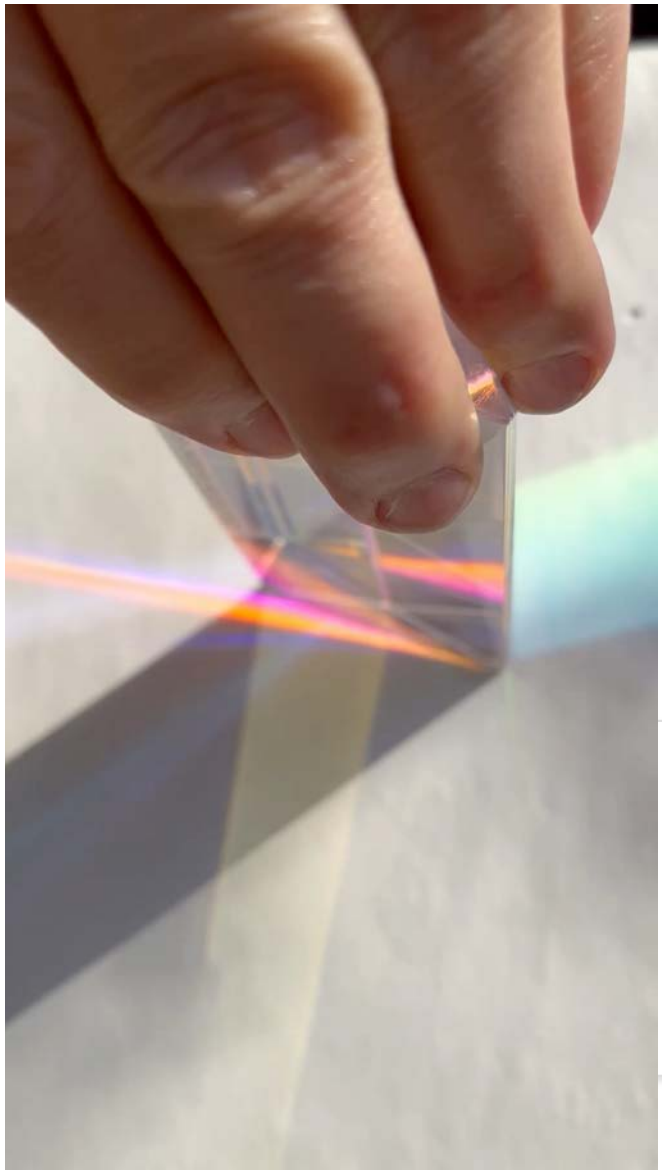
Sycamore Park bike path facing toward Sycamore Lane.

FIAT LUX:

12’H x 10’w x 2.5’W,

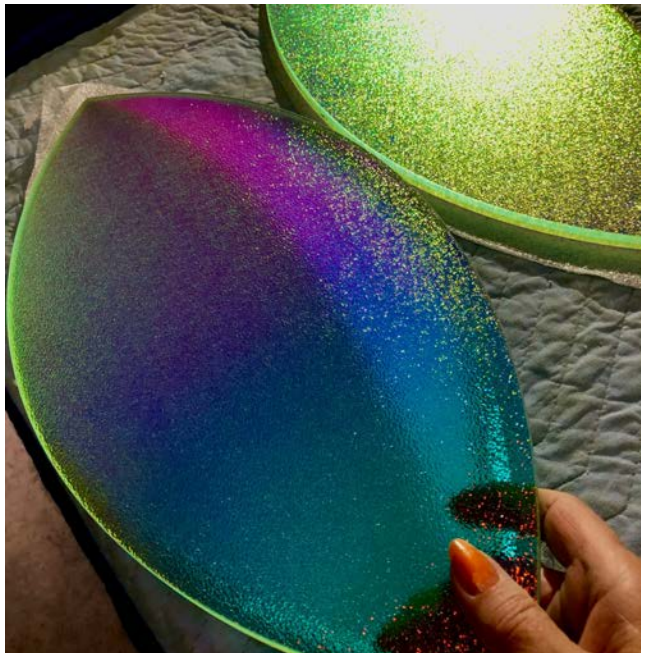
Stainless steel, custom-laminated dichroic & prismatic glass, Sydney Peak stone plinth.

- Located atop the adjoining berm and overlooking the tragic site, the sculpture will situate in a dedicated space that will allow unhindered sunlight. The light will thus activate the incredible dichroic glass, with its radically shifting colors that radiate according to the viewer’s position and ambient light conditions (hence the sculpture’s name.) The spectrum of vibrant colors will especially catch the eye of bikers and pedestrians crossing nearby.
- The concrete foundation supplied by the City of Davis will provide the necessary structural support for the work and is positioned to be free of root encumbrance. As mentioned, the City may also opt to provide a concrete plinth instead of the Sydney Peak stone plinth.



CUSTOM LAMINATED DICHROIC GLASS

The dichroic and 5pt prismatic glass lamination for the center of the sculpture with a video at left of that prismatic glass to be used.



Note how the very same dichroic film in these two ellipses shift color according to angle!

(66) 3.75” diameters jet cut from dichroic film laminated glass- 3/16” clear annealed laminated to 3/16” pebble textured annealed glass- 33 ea. cyan & magenta.

6” special order same lamination with image of Karim arranged into the Constellation Phoenix.

(42) 15” x 7.5” ellipses per CAD drawing jet cut from dichroic film laminated glass, same process and specs as above- 21 ea. cyan & magenta.

Special order 25” diameter jet cut from 2/color dichroic laminated glass and laminated with special order dichroic prisms creating 5-pt. stars on each side.

Price includes crating & shipping.

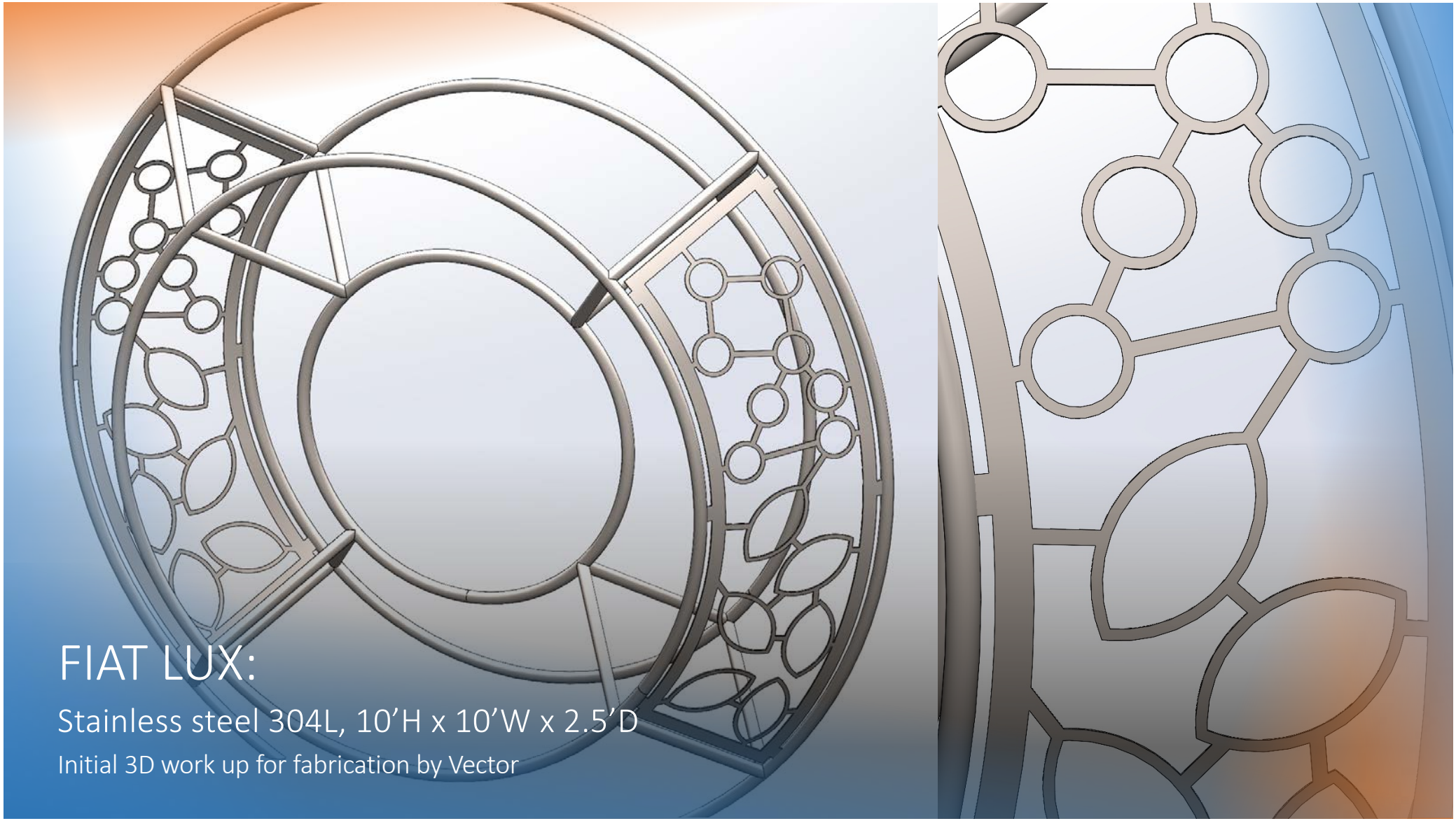
<< Video of prisms that will comprise the 5pt stars

KvRStudio, Tallahasse, FL

subcontracted glass fabricator specializing in architecture and sculpture who have created the world's largest glass sculpture in Charlotte, NC and has sustained multiple hurricane force winds.

I have been working with KvR since 2013 as a collaborator and fabricator of outdoor grade dichroic glass for my large-scale installations.

www.kvrstudio.com


FIAT LUX:
Stainless steel 304L, 10’H x 10’W x 2.5’D
Initial 3D work up for fabrication by Vector

Vector Custom Fabricating

Subcontracted fabricator and partner in my large-scale projects since 2013

www.vectorfabricating.com

Design Development

Project Management, Detailed 3D Modeling, Rendering, Outlining Project Schedules, Mechanical, Structural & Landscape Integration, Cost Budgeting

Fabrication

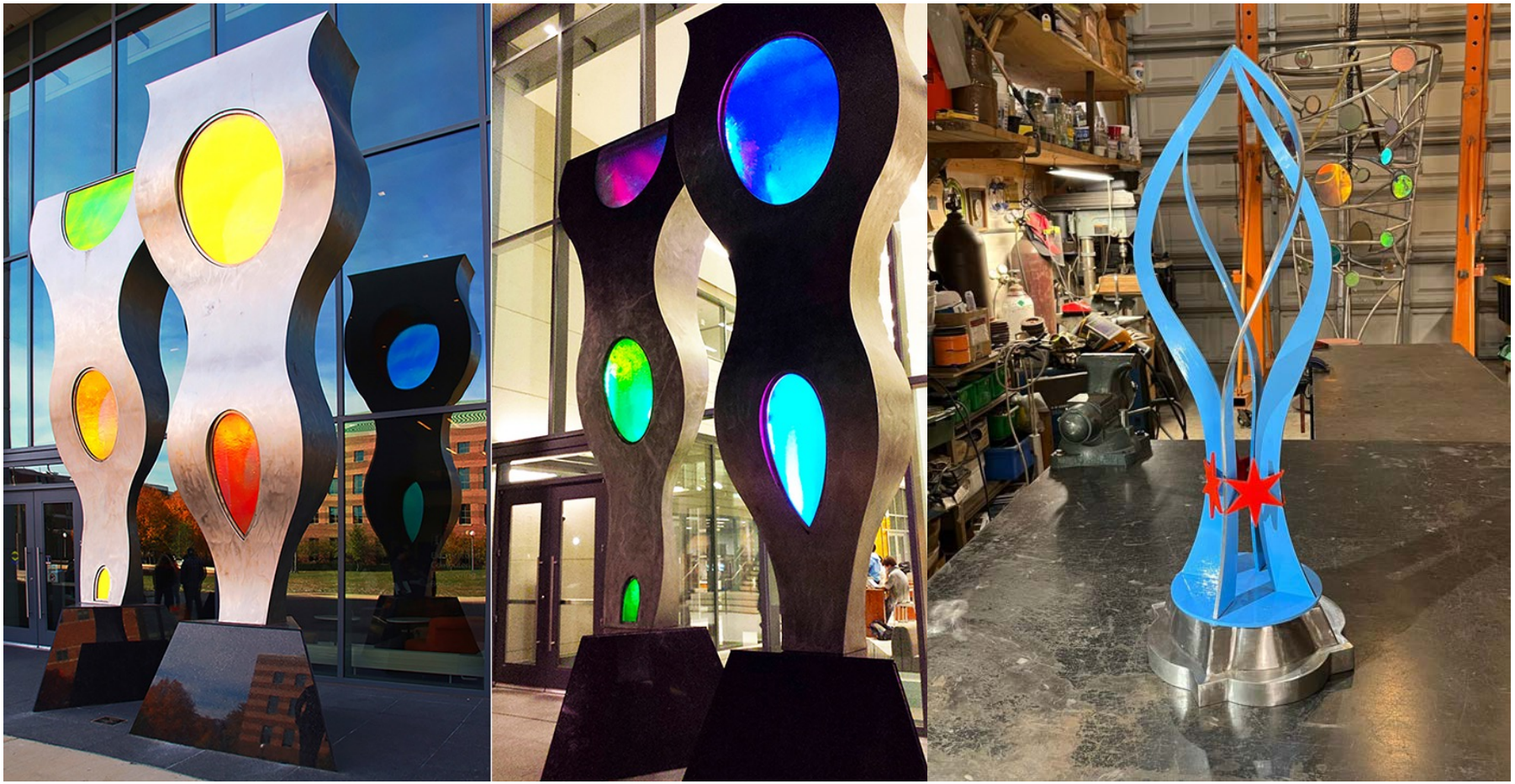
Project Management, Shop & Erection Drawings, Progress Reports, Finishing, Painting & Powder Coating

Installation

On-Site Project Management, Project Close Out Documentation, Shipping and Logistics

Clockwise from top left:
"A Not So Private Sky," Inigo Manglano-Ovalle, Rochester, MN,
"Lucent," Wolfgang Buttress, Hancock Center, Chicago,
"Two Corners," Phillip K Smith III, Exhibition at Palm Springs Art Museum
"Sky Landing," Yoko Ono, Jackson Park, Chicago

Copyright Nicole Beck Studios



Left: *Amplifiers,* 2014, 18'H x 12'W x 6'D, Stainless steel, custom-laminated dichroic glass, programmable RGB LEDs & black granite.
Middle: *Amplifiers,* programmable RGB LEDs at night, *Commissioned by the Illinois Capital Development Board for University of Illinois Urbana, College of Electrical and Computer Engineering*
Right: *NASCAR Trophy,* for the Inaugural Chicago Street Race, 2023, welded, hand-worked & hand-painted mild and stainless steel, *Commissioned by NASCAR*

Spintronic, left

2017, Commissioned by the City of Batavia, IL for the Donovan Bridge over the Fox River, Incl. concrete seat surround, 15’H x 10’W x 10’D, custom-laminated dichroic glass rondels, hand-rolled and welded stainless steel.

What a Whorled!, right

2022, Installation: Lakeview, Chicago 10’H x 5’Diam., custom-laminated dichroic glass rondels, hand-rolled and welded stainless steel.

Both hand rolled, welded and assembled in my Chicago studio.

- *Juniata Peace Arch,*
  Juniata College, Huntingdon, PA

NICOLE BECK
SCULPTURE

"FIAT LUX, A MEMORIAL FOR KARIM ABOU NAJM"- **BUDGET PROPOSAL ©BECK,**

Custom Stainless steel & custom-laminated dichroic glass.

$64,000	***Vector Custom Fabricating***, design, modeling, fabrication drawings, material cut & rolled, fabrication, glass gaskets, laser cutting, packing and shipping via flatbed to Sycamore Park.
13, 450	***KvR Studios, Tallahasse,*** custom-laminated outdoor grade dichroic glass (42) 15" x 7.5"x 9/16" ellipses, (66) 3.75" x 9/16" diameter rondels including crating & shipping to Chicago.
7,620	KvR Studios, 25" diameter tempered and laminated dichroic rondel with 5-pointed prismatic stars both sides.
780	Liability Insurance- Hartford Commercial 1M/2M
1,400	***West Coast Cranes,*** hydraulic crane on site incl. porthole to porthole.
6,200	***Mid Valley Rock,*** Sydney Peak Stone, 24"H x 72"W x 30"D, delivered to Sycamore Park
1,550	Travel to Davis for install
2,000	Contingencies
18,000	***Nicole Beck Studios,*** Artist's design budget, fabrication and installation management.
$115,000	**TOTAL BUDGET- All inclusive**

Timeline:

The contract signals the beginning of negotiations on the final designs including blueprints, CADs and engineering Production will commence when the contract is signed and deposit check issued. Total time 6-8 months dependent upon external factors and mutual agreement. I have extensive experience with bringing big projects in on deadline and foresee no complications. I am excited to oversee all details of every aspect of the project. ***My contractor has advised that a late July or early August delivery is doable., if the contract is signed and deposit received ASAP. I have also made arrangements for the prisms to begin fabrication immediately in lieu of the upcoming Chinese New Year when festivities cause major halts production.***

Maintenance, Methods & Conservation:

The most durable and archival materials will be utilized for all aspects of the work. I have lifelong experience with determining best practices and outcomes. I guarantee my work and workmanship per contract. I have collaborated closely with these same fabricators, Vector Custom Fabricating and KvR Studios on multiple large-scale projects since 2013 and both are consummate professionals who bring complex fabrications in on time and with Grade A+ execution. I will be on site to oversee the delivery and installation of the sculpture. Stainless 304L and stainless welding methods will be maintained throughout which guarantees the life of the work. Stainless can be cleaned with warm soapy water and/or a low-pressure washer. NO sealants are recommended as stainless does not rust. The abrasive side of a Scotch Brite can be used gently to remove slight impurities or water spots over time.

Re: Housekeeping for the glass- the panels can be cleaned with a soft rag (or the yellow sponge side of a Scotch Brite) with warm soapy water and streaks buffed dry. Chemicals should be avoided to preserve the glazing and dichroic film interlayers. If a pressure washer is used, be sure to use the lowest pressure setting to remove occasional dirt, grime and water spots. Prograde cleaners and sealers can be used (like Rain-X or Invisible Shield) which protect the glass from rain spots and repels dust.

A single block of Sydney Peak Stone has been quoted with a smooth top and rough cut sides

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CITY OF PERRIS FOSS PARK

CONCEPT & PROCESS

My sculptures bring light and energy to lived spaces with dynamic, engaging, vibrant color. Notably, I have been contracted in the last few years to create site-specific works that have centered on various aspects of *healing and compassion*. Please see the portfolio attached.

Typically, my work embraces maintenance-free stainless steel, custom-laminated outdoor-grade dichroic glass, mosaic, stone, LEDs and whatever best embodies the form and mission. I will work collaboratively with all invested stakeholders to create something iconic and site responsive, with a keen eye to durability, safety and public interaction.

I have extensive experience in working directly with community members, schools, contractors, engineers, art administrators and other integral parties to design and craft big projects and to bring them in on time.

SPECIFICS OF ***Arquus Carus*** FOR FOSS PARK

Site: CITY CHOICE, PERHAPS ADJOIING AN AREA THAT IS FREQUENTED BY DOG OWNERS

Dichroic: Since the location faces south it will have optimal exposure to sunlight that activates the dichroic glass and causes it to shift colors dramatically as the viewer moves around the work and in differing ambient light conditions.

Elevated plinth: I highly recommend that the sculpture be elevated to lift it out of the planned plantings that will surround it, and herein I have suggested a truncated pyramidal plinth, either granite clad or painted steel.

Landscape: I am eager to collaborate with the landscape architect selecting companion plantings.

SCULPTURE MATERIALS & FABRICATION

The materials choice for *Arquus Carus* is maintenance-free stainless steel with a custom surface and custom-laminated outdoor grade dichroic glass. This dichroic is fabricated by

an international firm that has employed this formulation for decades in their own work. This specific glass lamination can withstand hundreds of pounds of striking force and hurricane force winds.

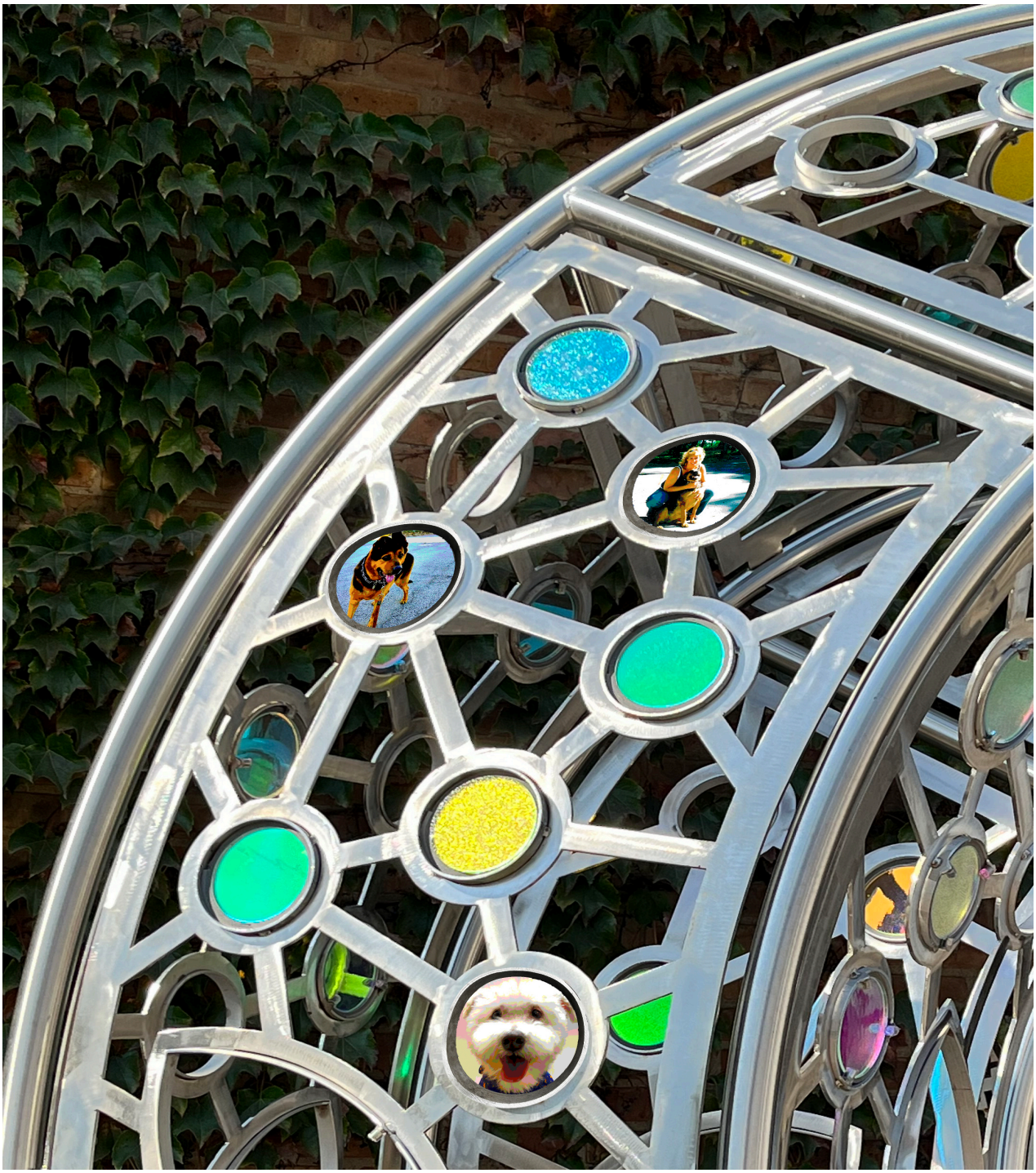
Regarding fabrication, I work with a highly respected shop that has created complex sculptures and architectural installations. https://www.vectorcustomfabricating.com is located just blocks from my house in Chicago. I have collaborated with Vector on a personal basis on many projects over the years and have a unique working relationship with them where I am able to shoulder various aspects of administration and fabrication of certain components so that I can be cost effective on my projects (i.e., installing the dichroic glass myself, managing transport, site rigging and installations, surface preparation of the stainless, integrating hand-made mosaic components, etc.) Generally, Vector is contracted to manage all CADs, engineering, materials ordering, rolling, laser cutting, and structural welding & fabrication.

Timelines are wholly dependent on the engineering and contract approvals, workloads for Vector, supply availability and site requirements. Only the best suppliers, products and methods are used. I pride myself on meeting deadlines and in efficient coordination with committees and site needs.

METHODOLOGY

I landed on the title for the sculpture as *Arquus Carus,* which is Latin for an arch, arc or curve (as well as a rainbow) and dear, beloved pet, which is the main reason I'd appreciate locating the work adjoining a park space that is frequented by dog owners.

Example enameled images on steel discs as photoshopped into my sculpture ***Fiat Lux*.**



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Fiat Lux, 2024, Sycamore Park, Davis, California. $115,000 with gratis by the City of Davis for the engineering and fabrication of the concrete foundation & plinth. 12' x 10' x 3', Stainless steel, custom-laminated dichroic glass and stone veneer.

Slides 1&2. The process to design and build this sculpture was both challenging and rewarding after being contacted by a grieving mother who had just lost their beloved 19-yr. old son, who was tragically stabbed just two blocks from their home in Davis. It was the third serial stabbing within one week. The Mother, Nadine had researched sculptures on the internet and found my work which she believed to represent the light and spirit of her son Karim. The sculpture has been specially commissioned via the City of Davis Public Art Dept. but also funded through the families and friend's private donations. The process was healing for the City of Davis in working closely with grieving parents whose son was well known in the community of UC Davis. "Fiat Lux" (Latin, for Into the Light) was designed to represent Karim Abou Najm's brilliant spirit and has been sited in the local park, near a grade school just feet from where he lost his life.

2. Fiat Lux, 2024, Sycamore Park, Davis, California

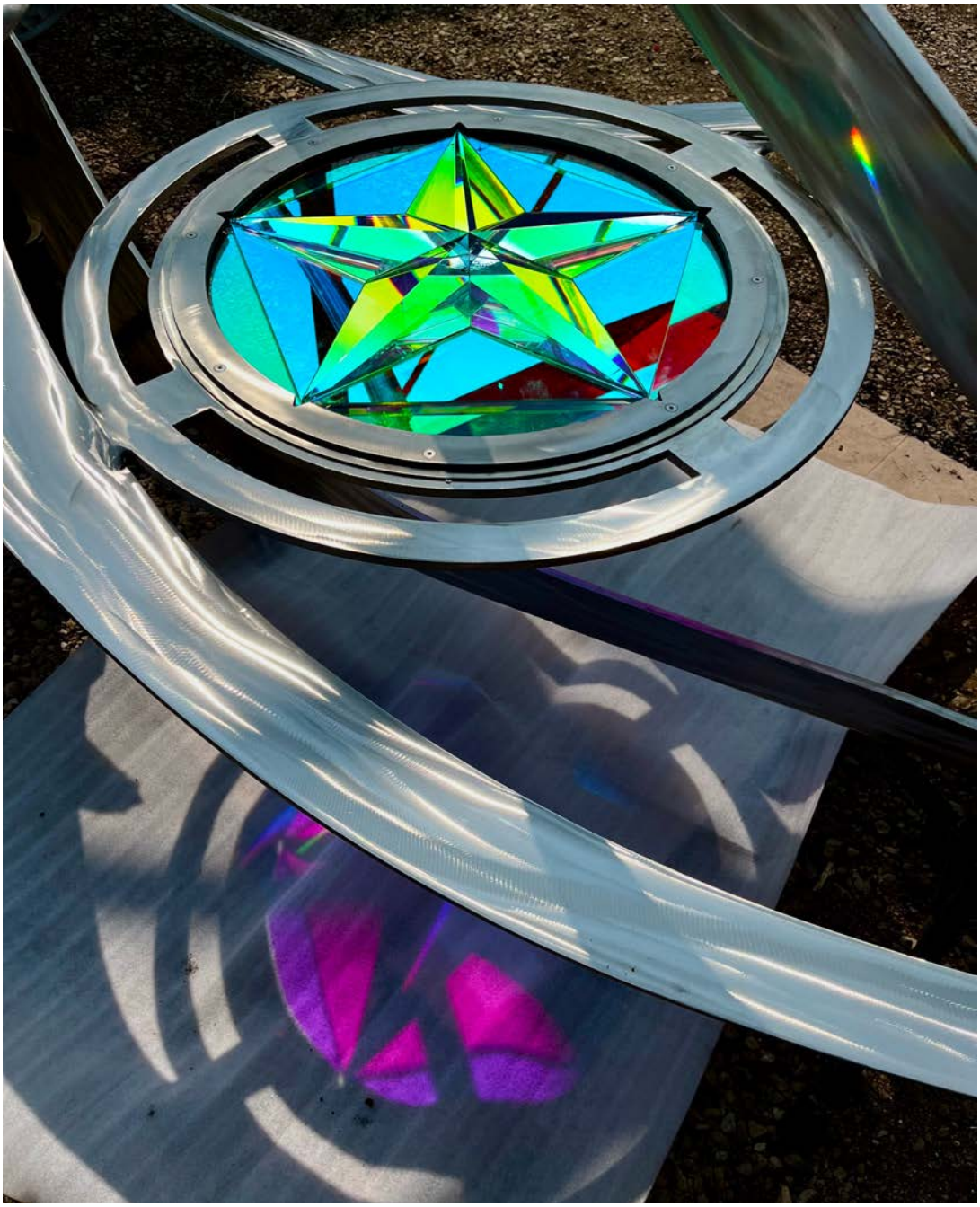
3. Portal, 2021, Larch Park, Commissioned by the City of Elmhurst, IL $40,00012’ x 10’ x 3’, Stainless steel, custom-laminated dichroic glass and Indiana Limestone.

Slide 3. The site-specific sculpture consists of a gateway in the shape of a diamond torus with brilliant insets of dichroic glass that shift colors radically as the viewer moves around the work. The shape implies a portal, a pathway or a personal view into Elmhurst. The differing shapes and colors of the dichroic glass represent Elmhurst's diverse population and interconnected community. It creates a vital energy that draws residents and visitors into the nexus of the city across from the main Metro station and tracks.

4. Juniata Peace Arch, 2021, Kepler Hall, Juniata College, Huntingdon, PA, $55,000. 10' x 16' x 2', Stainless steel and custom-laminated dichroic glass sited on custom concrete plaza inset with programmable LED uplighting.

Slide 4. Site specific commission for Juniata College depicting an archway to peace made with custom-laminated dichroic glass that

shifts color radically according to light conditions and the viewer's perspective, reflecting and casting colored light that represents a diverse international student population. The sculpture is sited in a well-traveled pathway between the dorms and classes, center campus and in front of the arts complex.



5. Sólace Star, 2024, $100,000. Commissioned by the Illinois Capital Development Board Art-in-Architecture Program, 15' x 72"Sq., Stainless steel, custom-laminated dichroic and prismatic glass, LED and custom mosaic seat back panels.

Slides 5,6. Installed in the outdoor garden area of the Long-Term Care Facility for Vets with Dementia and Alzheimer's Disease. This project was exceptionally challenging and rewarding in designing something that would reflect the specialized level of care needed at this facility, and in best representing these Veterans' service to our country. In designing the work, I queried many Veterans whom I personally know to determine what character values they deemed most important to their time in service. Some were active duty in Vietnam, others in Afghanistan and the Gulf, others were stationed throughout the world in various locations. In any case the most common traits noted were HONOR, SERVICE, DUTY & INTEGRITY which were inscribed in the ring that belts the center of the work and then spirals upward to hold a beautiful custom-laminated dichroic and prismatic 5-point star that represents our flag and gold stars.

Amplifiers, 2014, University of Illinois Urbana College of Electrical and Computer Engineering, Commissioned by the Capital Development Board of Illinois Art-in-Architecture Program. 18' x 12' x 6', Stainless steel, custom-laminated dichroic glass, programmable RGB LEDs, granite.

Slide 7,8.

The concept of "Amplifiers" is rooted in the history of the Dept. of Electrical & Computer Engineering at the University of Illinois where both the transistor and the LED were discovered. The glass forms represent an exact abstraction of the light oscillation pulse generated from an LED. The RGB LEDs were programmed in collaboration with a Senior student of the ECE, Brady Salz who I chose to further the message of collaboration fostered by this world-renowned institution. Video documentation:

http://www.youtube.com/watch?v=fl8Fr-ADDPU&feature=youtu.be

Slide 9.
NASCAR Xfinity series trophy for the Chicago Streetraces 2023-2025. The trophy is an abstraction of Chicago's Buckingham Fountain, around which the track revolves. The base is the exact shape of the stone fountain surround, the upright spiral represent the world's tallest water sprays and of course the colors and stars are Chicago's flag. Commissioned by NASCAR via DCASE contact.

Ragdale Foundation, Lake Forest, IL, 2024, L to R, Margot McMahon, Fredy Mallqui, Anthony Heinz May, Jyl Bonaguro, Julia Sulmasy, Mia Capidulipo and Nicole Beck

Slide 10: 20' Deceased Elm Tree, center campus. I was also honored to be included in a group of seven sculptors who lived on site, carved and transformed a 200-yr old elm tree that had finally succumbed to Dutch Elm Disease. That beloved elm was situated center campus at the Ragdale Foundation in Lake Forest. My fellow sculptors were recruited from the organization I helped to found in 2004, Chicago Sculpture International, a satellite organization of the ISC. The seven of us collaborated to create a cohesive work even though we came to the project with separate and definitive ideas and therefore became an incredibly fulfilling experience.

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01. Amplifiers, 2014, 18'H x 12'W x 6'D, Stainless steel, custom-laminated dichroic glass, programmable RGB LEDs and granite. $250,000, Site-specific public art for the University of Illinois Urbana College of Electrical and Computer Engineering commissioned by the Capital Development Board of Illinois Art-in-Architecture Program. The concept of "Amplifiers" is rooted in the history of the Dept. of Electrical & Computer Engineering at the University of Illinois where both the transistor and the LED were discovered. The glass forms abstract the light oscillation pulse from an LED with custom dichroic glass and RGB LEDs. Collaborative partners are listed in the credits of the 6min. video documentary: https://www.youtube.com/watch?v=fl8Fr-ADDPU&feature=youtu.be

02. Spintronic, 2017, 10'H x 5'Diameter and conjoined with customized built-in seating on the Donovan Bridge over the Fox River. $30,000. Site-specific public art commission for the City of Batavia, IL. The sculpture references cutting edge spintronic technologies researched at the nearby Fermilab. The integrated seating, planter and installation crew & equipment was provided by Batavia.

03. Portal, 2021, 12'H x 10'W x 3'D, Stainless steel, custom-laminated dichroic glass and Indiana limestone, $35,000. Site-specific public art commissioned for the City of Elmhurst, IL by the Elmhurst Public Arts Commission. PORTAL is a welded stainless steel diamond-shaped torus ring. The brilliant insets of dichroic glass shapes punctuate the whorl with colorful and dynamic energy that represent Elmhurst's diverse and interconnected community. A fully collaborative effort with their public art commission members and the city. Elmhurst provided the stone plinth, concrete pad and installation crew and equipment.

FIAT LUX

04-05. Fiat Lux, 2024, 12'H x 10'W x 4'D, Stainless steel and custom-laminated dichroic and prismatic glass with stone laminate on a custom concrete plinth. $115,000. Site-specific commission for the City of Davis, California. Artwork is in remembrance of Karim Abou Najm, a UC Davis student who was tragically killed in Sycamore Park in 2023 while biking home, the third of a serial stabbing incident that rocked the entire city.

Following his death, his family, friends and the Davis community came together to honor his memory and initiated a fundraiser to create a space to remember and celebrate his life. Beck was chosen by Karim's family to create a site-specific public sculpture. The artwork signifies elements of Karim's character, including an emphasis on healing and connection and the ways the community has come together during a time of grief and turmoil to create healing. The family coordinated with City staff to ensure that the art piece would be installed on the berm across from where Karim was killed. Staff efforts have ensured that the artwork will not interfere with trees, irrigation or park maintenance, engineering and pouring of the seismic-grade foundation was provided by Davis.

Nicole met with Karim's parents many times to learn about his life and to identify the best way to honor him and the community; and the proposed design represents months of collaboration to arrive at something that would both honor Karim and be meaningful to the community at large. The aspirational laser cut text reads FIAT LUX (Into the Light) and FREE SPIRIT, alluding to Karim's "free spirit" and an enamel on steel portrait appears at the apex of the sculpture in an arrangement of dichroic discs that represent the constellation Aanka.

06-07. Sólace Star, 2024, 15’6”H x 71”W x 71”D. $100,000 Stainless steel, custom-laminated dichroic and prismatic glass, and mosaics. Site-specific sculpture for the Long-Term Care Facility outdoor garden of the Quincy Veterans Home. The work was commissioned by the Capital Development Board of Illinois Art-in-Architecture Program and incorporates slogans important to veterans Honor•Service•Integrity•Dignity, a 5-pt prismatic star significant to our flag and service members, mosaic seatbacks that are colorfully & texturally embellished with images of helping hands necessary for the care of these cognitively-impaired patients. The form is an abstracted flame of hope. Projected installation date Summer 2024. Render, site view left & mosaic seatback detail right. CDB provided the concrete foundation & seating plinth.

08. Juniata Peace Arch, 2021, 10’H x 16’W x 2’D, Stainless steel and custom-laminated dichroic glass, $50,000. Site-specific public art commissioned for Juniata College, Keppler Hall, Huntingdon, PA. Site specific commission for Juniata College, a fully collaborative effort with the Director of the Juniata Art Museum depicting an archway to peace made with custom-laminated dichroic glass that shifts color radically according to light conditions and the viewer's perspective, reflecting and casting colored light that represents a diverse international student population. Site views toward dorms left & toward campus right. Juniata College provided the concrete surround, in ground programmable LED floods, crew and installation equipment.

09. Embrace, 2026, 10’H x 4’D x 5’W, Stainless steel, mosaic, rock and wood gabion, acrylic and LEDs. $87,000, Site specific entrance sculpture with integrated gabion seating for the Philip J Rock Center for the Deaf/Blind, Glen Ellyn, IL. The work was commissioned by the Capital Development Board of Illinois Art-in-Architecture Program The artwork signifies the education, therapy and support services that empower deaf/blind students to achieve their personal highest level of independence. It speaks of the arc of love, kindness & support therein. CDB is providing the concrete foundation and conduit to site.
Presently under fabrication and set for a June installation.

Alejandra Garcia

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

Tuesday, March 31, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
   A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
   B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
   C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
   A. Approval of insurance from the City's Risk Management Office will be required.
   B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
   C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Alexandra Garcia
Phone Number	(619) 289-5588
Email	nyx.artist@gmail.com
Address	300 S Thomas St Ste 202, Ste 202 Pomona, CA, 91766-1746
Proof of Insurance	COI2026.pdf
Resume	Alexandra Artist resume 2026.pdf Ryan Clark Resume 2026.pdf Shayne Mitchell Res-3.pdf

Examples of Previous Artwork

Ryan Clark's Past Projects.pdf

PerrisApplication Past Works A.G-2.pdf

Are you (the artist) a resident of the City of Perris?

No

Preferred method of contact

Phone Number | Email

How did you hear about the Foss Field RFP?

City Public Art Email

PROPOSED ARTWORK INFORMATION

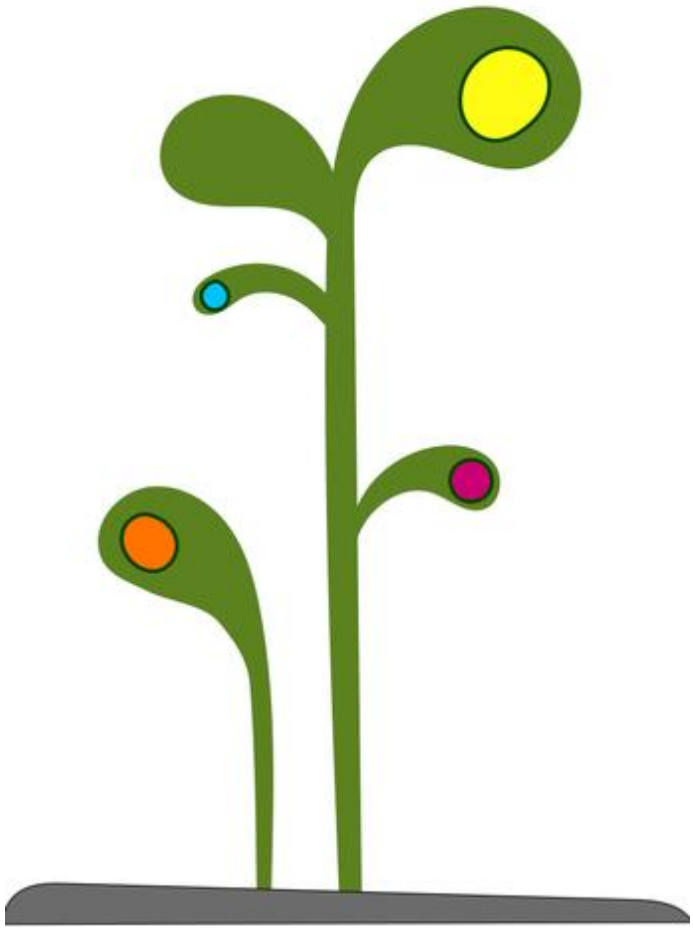
Artwork Title

Foss Field Fun

Artwork Description

While viewing the concept plans and progress so far for Foss Field Park's renovation, we were inspired to create mural and sculpture designs that evoke a "fun in the sun" feel to them. Our overall concept for our designs has to do with appreciating the good qualities of a sunny day and being outdoors. The sun provides energy via solar panels, the sun allows plants to thrive and best of all, a sunny day makes a fun day in the park possible. The back wall mural's color palette matches and compliments the colors of the new park features. The background of the mural features a triangle pattern that is reminiscent of the new jungle gym structure. There are circles rhythmically spaced throughout the mural as well, complimenting the stylistic features of the new park amenities. At the forefront are large blooming flowers that are native to California and often seen around the city. Finally, the name of the park is stylistically written large and encompasses the whole wall from left to right. Elements of the sculptures are also included in the mural to connect and tie everything together. The sculptures which would be four to six feet tall and made of powder coated mild steel are designed to have cut out circles at the top with colored acrylic plastic layered in so that the sun can shine through and project fun colorful, circular lights on the ground. These vibrant circles are featured in the mural as well as bright sparkles symbolizing the sunlight. The sculptures are of large green sprouts, with the leaf part projecting circular lights on the ground via the sun. There would be three sprouts at the first approved sculpture location and two sprouts at the other location. All five sprout sculptures would be at different heights so as to interact with the sun at different angles.
As an artist that has some experience with renovation of damaged or old art pieces, I feel it would be best to keep the elements of the mural as close to the original intention as possible while making it look new and polished. We plan to re-paint the original mural using an updated color palette that is vibrant and resilient to natural elements. Our mock-up of the renovation is a simplified version of the kind of vibrancy that can be achieved, but will look much more lively once painted in with brushes and given final touches to allude to the original design.
All materials, mediums and equipment used for both mural and sculpture development are of premium, high grade quality and will be sealed and protected using high-grade protective coatings.

Proposed Artwork Design



Untitled-4 (2).pdf

Artwork Material

high grade outdoor paints, powder coated mild steel

Artwork Dimensions

4-6ft tall sculptures

ARTIST PROPOSAL

Proposed Project Type

Western Block Wall Mural

Mural Restoration

Southeast Corner Installation for Free-Standing Artwork

Northeast Coner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

As a full time public artist hailing from Moreno Valley, who has had meaningful experiences participating in the Mental Health Fairs that used to take place in downtown Perris, I was absolutely thrilled when I saw this call for art. The experiences of helping out with those events have shaped the kind of person and artist I am today. My mission as an artist is to continue striving to make meaningful artworks that are accessible to my community. I believe it is important for everyone to have access to art that creates an environment that is welcoming, serene, and thoughtful. I know through experience that for many seeing public art can be the brightest part of their day. I have always wanted to do this specific type of mural that encompasses the entirety of a park's back wall and especially have always wanted to be able to bring to fruition this kind of sculpture design that interacts with the sun. With the help of two other artists, Shayne Mitchell and Ryan Clark this entire project would come together and it would be such a joy to experience. We are all artists who met while pursuing our degrees in the arts at Cal State University of San Bernardino, who also went on to become professional full time working artists in our crafts. This project collectively appeals to us as an artist team because it would give us the opportunity to showcase our talents collaboratively and create something that the city as well as us artists could be proud to share with our local community. We are grateful for the consideration thus far and hope you can share our excitement when viewing our proposals and are able to envision the beauty and fun we plan to bring to Foss Field Park.

Maintenance Plan

Maintenance Plan/Process
For natural debris such as dirt or spider webs:
STEP 1: With a soft towel or rag, dust off the area
STEP 2: Lightly spray or pressure wash with water, removing debris thoroughly
Restoration for vandalism:
STEP 1: With a soft towel or rag, dust off the area
STEP 2: Spray with World's Best Graffiti Removal System - Heritage Graffiti Remover
STEP 3: Let sit for a few minutes and then pressure wash off as best as possible
STEP 4: Let dry
STEP 5: Do any necessary touch ups, re painting , ect. Let dry,
STEP 6: Re-apply Anti Graffiti Coating/ Mural Shield to affected areas
Restoration for damaged walls:
STEP 1: Clean and scrape off effected area
STEP 2: Do sanding where necessary
STEP 3: Repair damage by applying Spackle (wall mending agent) STEP 4: Apply Primer to affected area
STEP 5: Re paint background colors
STEP 6: Paint foreground details
STEP 7: Re-apply Anti Graffiti Coating/Mural Shield
Paint Brand: Montana 94 Spray Paints
Graffiti Coating Brand: World's Best Graffiti Removal System Mural Shield Brand: World's Best Graffiti Removal System

All Maintenance should be performed as necessary and all protectant sealers should be re applied every five years. The artists and the city should come to an agreement for compensation of labor for restoration and maintenance.

Estimated Completion Date Wednesday, September 30, 2026

Project Timeline Timeline.pdf

Additional Supporting Documents

Budget.pdf

BUDGET PROPOSAL

Project Budget

100000

Itemized Project Budget

Budget_2701.pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece?

Yes

Do you have additional funding for this art piece?

No

Required Documentation

Required Documents Checklist

Copy of Insurance
Artwork Design
Resume and Examples of Previous Artwork
Project Concept Statement
Itemized Project Budget
Maintenance Plan
Project Schedule

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date

Tuesday, March 31, 2026

Name

Alexandra Garcia

Monday, April 6, 2026

ARTIST INFORMATION

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Foss Field Park Public Art Projects

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Proof of Insurance	COI2026.pdf
Resume	Alexandra Artist resume 2026.pdf Ryan Clark Resume 2026.pdf

Shayne Mitchell Res-3.pdf

Examples of Previous Artwork

Ryan Clark's Past Projects.pdf

PerrisApplication Past Works A.G-2.pdf

Are you (the artist) a resident of the City of Perris?

No

Preferred method of contact

Email

How did you hear about the Foss Field RFP?

City of Perris Webpage | City Public Art Email | Friend/Relative/Colleague

PROPOSED ARTWORK INFORMATION

Artwork Title

"Fun in the Sun at Foss Field Park"

Artwork Description

While viewing the concept plans and progress so far for Foss Field Park's renovation, we were inspired to create mural and sculpture designs that evoke a "fun in the sun" feel to them. Our overall concept for our designs has to do with appreciating the good qualities of a sunny day and being outdoors. The sun provides energy via solar panels, the sun allows plants to thrive and best of all, a sunny day makes a fun day in the park possible. The back wall mural's color palette matches and compliments the colors of the new park features. The background of the mural features a triangle pattern that is reminiscent of the new jungle gym structure. There are circles rhythmically spaced throughout the mural as well, complimenting the stylistic features of the new park amenities. At the forefront are large blooming flowers that are native to California and often seen around the city. Finally, the name of the park is stylistically written large and encompasses the whole wall from left to right. Elements of the sculptures are also included in the mural to connect and tie everything together. The sculptures which would be four to six feet tall and made of powder coated mild steel are designed to have cut out circles at the top with colored acrylic plastic layered in so that the sun can shine through and project fun colorful, circular lights on the ground. These vibrant circles are featured in the mural as well as bright sparkles symbolizing the sunlight. The sculptures are of large green sprouts, with the leaf part projecting circular lights on the ground via the sun. There would be three sprouts at the first approved sculpture location and two sprouts at the other location. All five sprout sculptures would be at different heights so as to interact with the sun at different angles.
All materials, mediums and equipment used for both mural and sculpture development are of premium, high grade quality and will be sealed and protected using high-grade protective coatings.

Proposed Artwork Design

fossfieldmural.pdf

Artwork Material

high grade outdoor paints, water based spray paint for mural. Powder coated mild steel for sculptures

Artwork Dimensions

1,136 sqft mural, tallest sculpture 7ft, shortest 3-4 ft

ARTIST PROPOSAL

Proposed Project Type

- Western Block Wall Mural
- Southeast Corner Installation for Free-Standing Artwork
- Northeast Coner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

As a full time public artist hailing from Moreno Valley, who has had meaningful experiences participating in the Mental Health Fairs that used to take place in downtown Perris, I was absolutely thrilled when I saw this call for art. The experiences of helping out with those events have shaped the kind of person and artist I am today. My mission as an artist is to continue striving to make meaningful artworks that are accessible to my community. I believe it is important for everyone to have access to art that creates an environment that is welcoming, serene, and thoughtful. I know through experience that for many seeing public art can be the brightest part of their day. I have always wanted to do this specific type of mural that encompasses the entirety of a park's back wall and especially have always wanted to be able to bring to fruition this kind of sculpture design that interacts with the sun. With the help of two other artists, Shayne Mitchell and Ryan Clark this entire project would come together and it would be such a joy to experience. We are all artists who met while pursuing our degrees in the arts at Cal State University of San Bernardino,

who also went on to become professional full time working artists in our crafts. This project collectively appeals to us as an artist team because it would give us the opportunity to showcase our talents collaboratively and create something that the city as well as us artists could be proud to share with our local community. We are grateful for the consideration thus far and hope you can share our excitement when viewing our proposals and are able to envision the beauty and fun we plan to bring to Foss Field Park.

Maintenance Plan

Maintenance Plan Document uploaded for legibility

Estimated Completion Date Wednesday, September 30, 2026

Project Timeline

Project Timeline.pdf

Additional Supporting Documents

Maintenance Plan.pdf

BUDGET PROPOSAL

Project Budget 100000

Itemized Project Budget

Budget_4165.pdf

Budget_4042.pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? No

Do you have additional funding for this art piece? No

Required Documentation

Required Documents Checklist

Copy of Insurance | Artwork Design | Resume and Examples of Previous Artwork | Project Concept Statement | Itemized Project Budget | Maintenance Plan | Project Schedule

Additional Supporting Documents

- Budget_4472.pdf
- Perris Letter of Interest.pdf
- Project Timeline_2663.pdf
- Perris Design narrative.pdf

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Monday, April 6, 2026

Name Alexandra Garcia

Alexandra Garcia

Creative professional prepared for roles requiring artistic vision and execution. Known for crafting visually impactful artworks that resonate with its local community. Experienced with collaboration and adaptability, ensuring consistent delivery of high-quality results. Expertise in digital design as well as on the field installation, developing strong work ethic and reliability.

Studio address:
300 S. Thomas st. unit 202
Pomona, CA, 91766
(619) 289-5588
nyx.artist@gmail.com

EXPERIENCE & PUBLIC ART COMMISSIONS

SASSE Museum of Art, Pomona, CA — Volunteer

2022-2023

I am a volunteer for SASSE Museum of Art. I have experience installing artwork, curating shows, assisting artists, and engaging with all gallery visitors.

Haven City Market, Rancho Cucamonga CA — *Mural*

MARCH 2020

Two murals; One in the main hall of Haven City Market, and the other encompass the entire hallway leading to both restrooms. Both Murals were completed using spray paint.

West Valley Connector (SBCTA) Public Art Project, Selection committee officials from San Bernardino, Rancho Cucamonga, Ontario, Montclair, and Pomona — *Design metal perforated wind visor for new bus route stops*

2022

Selected to produce designs for the metal wind panels for the bus stops in SBCTA's new bus route being implemented in the West Valley.

OMNITRANS Bench Beautification (mural), Ontario CA — *Mural*

JANUARY 2023

Commissioned by OMNITRANS to design and execute artwork on the bus stop bench located at Ontario Mills Mall.

Ted Greene Park, Pomona CA — *Mural*

JANUARY 2023

Commissioned by the City of Pomona to design and execute artwork on the back wall of Ted Greene park.

Kellogg Park (Restroom Building), Pomona CA — *Mural*

March 2023

Commissioned by the City of Pomona to design and execute artwork encompassing the entire restroom building located at Kellogg Public Park.

Shadow Mountain Park (Restroom Building), Moreno Valley CA — *Mural*

April 2024

Commissioned by the City of Moreno Valley to design and execute artwork encompassing the entire restroom building located at Shadow Mountain Public Park.

SKILLS

~Well rounded in more than one artform such as;
•Oil, Acrylic, and watercolor painting
•Graphic design
•Professional grade spray painting
•Film making and editing

LANGUAGES

Fluent in English and Spanish

Gateway Park (Restroom Building), Moreno Valley CA — *Mural*

July 2024

Commissioned by the City of Pomona to design and execute artwork on Towngate Park's restroom facilities.

EDUCATION

Cal State University of San Bernardino , San Bernardino CA— studied *Studio Art*

Fall 2015 - Summer 2018

EXHIBITIONS

2016 **Solo exhibition,** *"Shot On Sight",* CSUSB Gallery 106, San Bernardino, CA

2017 **Solo exhibition,** *"Nyx:Goddess of the Night",* CSUSB Gallery 106, San Bernardino, CA

2020 **Solo exhibition,** *"Acting, Thinking, Feeling",* The Little Gallery of San Bernardino, CA

2022 **Solo exhibition,** "Channels of Peace", Metro Art Gallery, Pomona, CA

2022 **Displayed exhibit,** Collection of artworks on display at Ontario International Airport, Ontario, CA.

2018 **Group exhibition,** *"Fringe of the Fringe",* Da center for the Arts, Pomona, CA

2019 **Group exhibition,** *"Vulnerable",* The Little Gallery of San Bernardino, San Bernardino, CA

2021 **Duo exhibition,** *"Here and Beyond",* SASSEE Museum of Art, Pomona, CA

2021 **Group exhibition,** *"The Torso Project ",* SASSEE Museum of Art, Pomona, CA

2022 **Group exhibition,** *"Diverse Voices of Her Words ",* SASSEE Museum of Art, Pomona CA

2023 **Group exhibition,** *"Cats and other Mysteries",* Chaffey Community Museum of Art, Ontario CA

2023 **Group exhibition,** *"Once Upon A Time",* Gong Art Gallery, Newport Beach, CA

2023 **Group exhibition,** *"Mayor's State of the City of Pomona",* Fox Theater, Pomona, CA

References

Lesley Elwood
Title: Public Art Program Director
Phone#: (310) 489-7321
Email: lesley@elwood.us
Association: Los Angeles county public art consultant

Ryan Clark’s Past Projects

1000 Points of Light 2022 Glass and Steel 2' x 2' x 6'

Dead Bird in Space 2018 Bronze Marble and Glass

Moongate 2025 Powder Coated Mild Steel

Scorpio I 2018 Mirrored Glass with Wood base 4'

358

Scorpio II 2018
Glass with
Wooden base 8'

Distopian Reflections 2018
Mirrored Glass

360

Budget Request

Line Item	Amount Requested	Details
Artist Fee *This is the amount needed to pay artist(s) involved in maintenance.*	$50,000 (mural) $50,000 (sculptures)	$25 per sqft. + labor 1,136 sqft for back wall mural, and approximately 300 sqft for restoration mural Sculptures: fabrication labor, installation labor
Staffing *This is the amount needed for any staff involved in the maintenance.*		N/A
Materials & Supplies *This is the amount needed for any materials, supplies, equipment necessary to execute.*	$10,000	Mural: paint, tarps, tape, brushes, caps, gloves, masks, mask filters, paint suits for sealant Sculptures: steel, fabrication consumables, transport and installation costs.
TOTAL AMOUNT REQUESTED	**$100,000**	

Budget Request

Line Item	Amount Requested	Details
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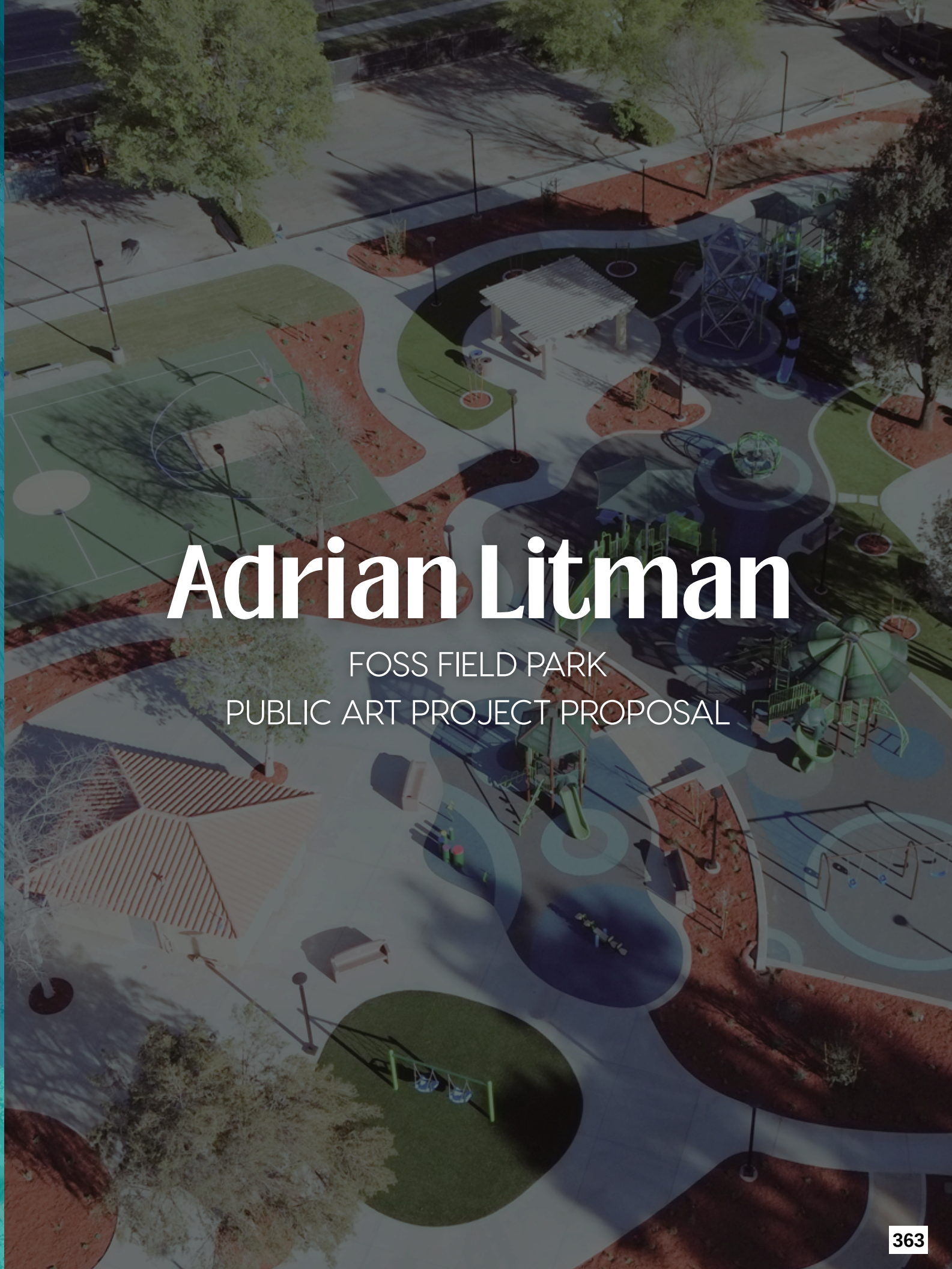
TOTAL AMOUNT REQUESTED	**$100,000**	



Adrian Litman

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

Saturday, March 28, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
   A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
   B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
   C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
   A. Approval of insurance from the City's Risk Management Office will be required.
   B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
   C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Adrian Litman
Business Tax ID Number (if applicable)	Provided upon request
Company Name (if applicable)	Adrian Litman Art & Design
Business Phone Number (if applicable)	(510) 386-7859
Phone Number	(510) 386-7859
Email	adrian.artistic@gmail.com
Website	www.adrian-susnea-litman.com
Address	4284 Deer GTrail Rd Santa Rosa, CA, 95404
Proof of Insurance	Adrian_Litman_Insurance-30-page.pdf

Resume

Adrian_Litman_Resume.pdf

Examples of Previous Artwork

09 -Convergent Energies

06-Hearts Carousel

05-Creatures of the Land

03 -Eagle Over Tule Hut

02 -Dance of the Ancestral Feathers

Adrian_Litman_Image_List.pdf

Are you (the artist) a resident of the City of Perris? No

Preferred method of contact Phone Number, Email

How did you hear about the Foss Field RFP? City Public Art Email

PROPOSED ARTWORK INFORMATION

Artwork Title Thriving Energies

Artwork Description

Foss Field Park - Mural Proposal Narrative

THRIVING ENERGIES

I envision the mural as a low relief design with stainless steel square tubing

framed mosaic tiles depicting symbolic images from the City of Perris history, interlaced with local fauna and flora elements.

The mosaic symbolic elements would reflect important aspects from the City of Perris history and culture including the presence of Luiseño people, farming and agricultural developments, the historic Railroad Depot and today, the city boasting a diverse and thriving heritage.

The 140 feet long by 8 feet high wall will support about 30, 4ft x 5ft mosaic framed panels attached to the wall with stainless steel bolts.

Stainless steel and stoneware mosaic tiles are very durable materials that perform very well in outdoor location without long term maintenance.

Graffiti incidents can easily be removed for the tiles with solvent solution.
The modular design of the mural components allows for easy repairs from vandalism by fixing only smaller parts of the entire ensembled artwork.

Proposed Artwork Design

Artwork Material

Stainless steel square tube framed stoneware and porcelain mopsaic

Artwork Dimensions

30 panels of 4ft by 5ft

ARTIST PROPOSAL

Proposed Project Type

Western Block Wall Mural

Proposed Project Statement/ Cover Letter

A D R I A N L I T M A N Art & Design
4284 Deer Trail rd.
Santa Rosa, CA 95404
510.386.7859
adrian.artistic@gmail.com
www.adrian-susnea-litman.com

Artist Statement

For the past 25 years, I have been working on a variety of projects for Civic, Corporate, Business and Residential clients, integrating art into architecture.
As an artist, I find inspiration and fuel for creative expression by contemplating the world around me.
My inspiration is enhanced by concepts introduced by contemporary science, social issues, politics and cultural diversities.

I use abstract and figurative interpretations to convey messages and emotions with sensibility, combining control and passion.
Depending on the scope of design, volumes, shapes and vibrant luminous colors are crafted to converge in an elegant harmony, stimulating the mind and emotions of the viewer.
Having an eclectic approach to design, I feel comfortable flowing from dramatic subjects to whimsical and humorous themes.

I have a broad range of diverse artistic skills and experience working with a variety of durable materials like stainless steel, copper, brass, bronze, porcelain and glass as appropriate for harmonious integration with the site's architectural style and environment.

The public art project for the Foss Field Park offers a beautiful opportunity for visually enhancing the selected art installation locations and reflect the culture and aesthetic values of the surrounding communities in Perris.

This project offers multiple options for materials use and creative design possibilities and I would like to make design proposals for the mural and the sculptures for the NE and SE locations.

I envision the mural as a low relief design with stainless steel framed mosaic tiles depicting symbolic images from the City of Perris history, interlaced with local fauna and flora elements.

The sculptures, would be made of Stainless steel and Corten, kinetic with incorporated designs of tiles depicting symbolic images from the City of Perris history, interlaced with local fauna and flora elements.

In all my public art projects I had to work at various levels with government agencies, architects and structural engineers and met with members of the art commissions and community to discuss the details of design and project implementation.

All of my public art projects involved a certain level of local code restrictions and technical constraints depending on location, materials, public safety and structural engineering guidelines.
In regard to my artistic practice, I have to say that creativity and inspiration to produce high quality innovative and timeless, meaningful artwork comes from a hard work process of research, brainstorming and cooperating with people of various skills who might be part of putting together the final art piece.

As a basic principle, I create public art designs with flexibility in order to allow the project stakeholders and community input and participation.

Maintenance Plan

Stainless steel and stoneware tiles are very durable materials that require minimum or no long term maintenance.

Graffiti occurrences can be cleaned with paint solvents.
Vandalism occurrences can be fixed with ease because the artwork is assembled in smaller panels format that can be detached and replaced without affecting the overall size of the mural.

Estimated Completion Date Friday, October 2, 2026

Project Timeline

TXT Adrian_Litman_Mural_Project _Timeline.txt

Additional Supporting Documents

PDF Adrian_Litman_Additional_Comment.pdf

BUDGET PROPOSAL

Project Budget 99800

Itemized Project Budget Adrian_Litman_Mural_Budget.pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes

Do you have additional funding for this art piece? No

Required Documentation

Required Documents Checklist

- Copy of Insurance
- Artwork Design
- Resume and Examples of Previous Artwork
- Project Concept Statement
- Itemized Project Budget
- Maintenance Plan
- Project Schedule

Additional Supporting Documents Adrian_Litman_Additional_Comment_... .pdf

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Saturday, March 28, 2026

Name Adrian Litman

Tuesday, March 31, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

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Name	Adrian Litman
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Proof of Insurance	Adrian_Litman_Insurance-30-page.pdf

Resume

Adrian_Litman_Resume.pdf

Examples of Previous Artwork

02 -Dance of the Ancestral Feathers

03-Eagle Over Tule Hut

01-Nine Ancestral Feathers

05-Creatures of the Land

06-Hearts Carousel

09 -Convergent Energies

10 -Magic Birds

Adrian_Litman_Image_List.pdf

Are you (the artist) a resident of the City of Perris? No

Preferred method of contact Business Phone Number | Phone Number | Email

How did you hear about the Foss Field RFP? City Public Art Email

PROPOSED ARTWORK INFORMATION

Artwork Title Luiseno Kiicha

Artwork Description

Foss Field Park - S-E location sculpture proposal

LUISENO KIICHA

For the S_E location I envision a stainless steel and corten sculpture inspired by the history and culture of the Luiseño people who are the Indigenous inhabitants of Southern California, with a historical presence in the Perris area spanning thousands of years.
Today, the Luiseño are represented by several federally recognized bands, and the culture remains deeply connected to the local environment and its preservation.
Today, the Luiseño are represented by several federally recognized bands, and the culture remains deeply connected to the local environment and its preservation.

The 15 feet sculpture is a symbolic representation of a Kiicha dwelling and feathers that are particularly from eagles and other birds, used as sacred items in ceremonies, traditional regalia, and as symbols of honor, strength, and wisdom.

Sculpture size : 15 feet high and 8 feet by 8 feet at the base.
Stainless steel and corten are very durable materials that require minimum or no long term maintenance.
Graffiti incidents can easily be removed for the tiles with solvent solution.

The sculpture can also be created with colorful feathers using high resistant automotive paint with color fast grade lasting 10 to 15 years before repainting.

The base of the sculpture is attached to a concrete pad with stainless steel anchor bolts.

Proposed Artwork Design

LUISENO KIICHA - Stainless steel and Corten sculpture - 15 ft high

LUISENO KIICHA - Corten and painted steel sculpture

Artwork Material Stainless stee andcorten

Artwork Dimensions 15' x 8' x 8'

ARTIST PROPOSAL

Proposed Project Type

Southeast Corner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

A D R I A N L I T M A N Art & Design
4284 Deer Trail rd.
Santa Rosa, CA 95404
510.386.7859
adrian.artistic@gmail.com
www.adrian-susnea-litman.com

Artist Statement

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As a basic principle, I create public art designs with flexibility in order to allow the project stakeholders and community input and participation.

Maintenance Plan

Stainless steel and corten are very durable materials that need minimum or no long term maintenance.

Estimated Completion Date Monday, September 28, 2026

Project Timeline Adrian_Litman_Project_Timeline.pdf

Additional Supporting Documents Adrian_Litman_Additional_Comment.pdf

BUDGET PROPOSAL

Project Budget 99800

Itemized Project Budget Adrian_Litman_Luiseno-Kiicha-Budget.pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes

Do you have additional funding for this art piece? No

Required Documentation

Additional Supporting Documents Adrian_Litman_Additional_Comment_... .pdf

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Tuesday, March 31, 2026

Name Adrian Litman

Foss Field Park Luiseno Kiicha sculpture Design Proposal
S-E Location - Estimated Budget

1. Design and project coordination	$	20,000
2. Materials	$	28,000
2. Fabrication	$	44,000
3. Transportation and installation	$	6,000
3. Professional liability insurance	$	1,800
TOTAL	$	99,800

Foss Field Park - Luiseno Kiicha Sculpture Timeline

LUISENO KIICHA SCULPTURE

The timeline for design, fabrication, transportation and installation is 69 to 90 days after award of contract.

A D R I A N L I T M A N Art & Design - 4284 Deer Trail rd. Santa Rosa, CA 95404 - 510.386.7859 - adrian.artistic@gmail.com
www.adrian-susnea-litman.com

I started to learn about art at a very early age, playing with art materials in my father's Art Design and Restoration studio. In 1964, I was accepted into the Fine Arts High School N. Tonitza in Bucharest, Romania where I studied art techniques including drawing, painting, graphics, engraving, sculpture, fresco, mosaic and ceramics.
After finishing the Fine Art High School, I attended the National Art Institute, graduating in 1974 with a Master's degree in Graphic Arts Design. Since 1980 when I relocated to California, I worked as a Graphic Designer and Art Director in the San Francisco Bay Area until 2002 when I retired from the corporate world and started Adrian Litman Art & Design Studio.
I create an eclectic body of commissioned art pieces for Civic Public Art, Corporate and private clients, including custom paintings, murals, frescoes, mosaics, sculptures, stained glass panels, fountains and wall treatments, all of which facilitate the harmonious integration of art with architecture.

Education Fine Arts High school "N. Tonitza" - Bucharest, Romania.
University of Bucharest National Art Institute.
Bucharest, Romania. Master in Graphic Arts Design. 1974.

My current artistic activity includes about 44 public art projects in sixteen cities in California and Oregon and more than 100 art pieces in private collections in ten countries of the World.

Selected list of Civic and Commercial completed art projects:
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* City of Saratoga, CA.
"Lollipop Fiesta" - Stainless steel and corten kinetic sculpture. 14'H x 8'W x 8'D.
Installed in front of the main public library in Saratoga, CA. Nov. 2025.
* City of Santa Rosa, CA
Stainless steel kinetic sculpture - "Urban Fiesta" - 14'H x 8'W x 8'D. Installed in downtown Santa Rosa, CA. 2025.
City of Geyserville, CA
Corten and stainless steel sculpture/bench - "Dancing Birds" - 9'H x 4'W x 4'D. I stalled in the downtown park. 2025.
* City of Tracy, CA
25' high metal sculpture for the new Community Center. Work in progress. Estimated installation date, June 2026.
* City of Milpitas, CA
Two large size portraits of people who had an outstanding contribution to the city.
Round shape, 36" diameter. Installed in the atrium at Barbara Lee Senior Center in Milpitas, CA. December 2024.
* City of Palm Desert, CA
Stainless steel sculpture - "Nine Ancestral Feathers" Installed downtown on El Paseo drive. 15'H x 6'W x 6'D. 2024.
* City of Santa Clarita, CA
Painted wood blocks sculpture - "Joyful Rhythms" - 8'H x 4'W x 4'D. Installed downtown Santa Clarita. 2024.
* City of Encinitas, CA
CorTen sculpture - "Bunny Serenade". 8'H x 3'W x 2'D. Installed at the entrance of Equestrian Park. 2024.
* City of Porterville, CA
Two stainless steel and CorTen kinetic sculptures funded by the Clean California Grant celebrating the Tule River American Native ancestry. 2024.
"Eagle over the Tule Hut" - 16'W x 167'H - "Dance of the Ancestral Feathers" - 16'H x 8'W.
* City of Petaluma, CA
Four sculptures installed at the Haven at Deer Creek housing development. 2024.
"Magic Birds" - Corten and stainless steel kinetic sculpture. 8'H x 4'W x 4'D. "Monarch Butterfly"
Stainless steel sculpture.12'H x 6'W.
"Hearts Carousel" - stainless steel kinetic sculpture. 14'H x 6'W x 6'D.
"Creatures of the Land" - Stainless steel kinetic sculpture. 14' x 6'W x 6'D.
* City of Cloverdale, CA
"Bunny Serenade" - CorTen sculpture - 3'w x 8'H - "Hammurabi Code" - CorTen sculpture - 4'w x 11'H. 2024.
* City of Santa Rosa, CA
"Celebration" - Stainless steel sculpture - 8'H x 3'W Installed in downtown. 2023.
* City of Los Altos, CA
"Dynamic Rhythms" - Painted wood blocks sculpture - 6'H x 4'W x 4'D. 2023. Rosita Park, Los Altos, CA.
* City of Santa Rosa, CA

"Tame the Fire" - Stainless steel sculpture - 14'H x 3'W x 2'D. Fire Station #2. 2022.
* City of Los Altos, CA
"Cosmic Bliss" - Stainless steel kinetic sculpture. 14"H x 7'W x 7'D. Installed in N. El Monte Park. 2022.
* City of Mountain View, CA
"Magic Birds" - Stainless steel kinetic sculpture. 15"H x 12'W x 12'D. "Shoreline Wonders"
Corten and copper sculpture. 15'H x 7'W x 3'D. Both sculptures installed in 2022 at Pyramid Park in Mountain View, CA.
* City of Newport Beach, CA
"Celestial Carousel" - stainless steel kinetic sculpture - 15'H x 12'W x 12'D. 2021.
* City of Palm Desert, CA
"Celestial Cluster" - Stainless steel kinetic sculpture 13'H x 6'W x 6'D. 2020.
* City of Santa Rosa, CA
"Foamy Delight" - Stainless steel sculpture - 7'H x 3'W x2'D. Installed at the corner of 4th st. and E st. 2020.
* City of Santa Rosa, CA
"Splash & Fire" - Stainless steel sculpture installed in front of Fire Station #1. 8'H x 6'W x 2'D. 2020.
* City of Milpitas, CA - Centre Pointe
"Convergent Energies" - Stainless steel sculpture for Centre Pointe new condo development entrance. 16'H x 12' D. 2019.
* City of Elk Grove, CA
“Historic Elk Grove” - Mural design depicting the milestones in the City of Elk Grove history from
1850’s to nowadays. 10’H x 25’L. Installed in November, 2019.
* City of Elk Grove, CA
“The Grapes of Wrath” – Stainless steel sculpture installed in the Alley of the Arts at the new Community center. 4’x4’x12’. 2019.
* City of Milpitas, CA - Centre Pointe
“Scape Undulations” - Powder coated steel and stainless steel low relief design on a 4'H x 180'L concrete wall. 2019.
* City of Pasadena, CA - downtown location.
"Galactic Cluster" - Kinetic sculpture - 10' diameter and 16' high. 2018.
* City of Los Altos, CA - Village Park
"Alegria" - Kinetic sculpture - 8' W x 15' H. 2017.
* City of Geyserville, CA - Sculpture Park.
"Cosmic Fusion" - 15' tall kinetic sculpture. 2016.
* City of Geyserville, CA - Sculpture park
“Silver Tulip" - 7'W x 3'D x 15' H kinetic sculpture - 2017.
* City of Cloverdale, CA - downtown.
"Morphing Orbits" - 15' tall kinetic sculpture. 2016.
* City of Hillsboro, OR - downtown.
"Dynamic Orbits" - 17' high stainless steel kinetic sculpture. 2016.
* City of Napa, CA.
"Celestial Orbits"- 14' high sculpture installed in downtown Napa, CA. 2013.
* City of Milpitas, CA - Alviso Adobe Park art project. Large outdoor "Historic Farm Wagon" sculpture. 2012.
* City of Marin, CA - Martin Luther King School.
"MLK Legacy" Art on acoustical panels installation. 2011.
* City of Milpitas, CA - The new Senior Center art project.
Four wall sculptures, Fireplace mosaic and a large Mural. 2011.
* City of Milpitas, CA.
"Birds of Paradise" -The Transit Shelter art project. 2011.
* Stanford University School of Law - Stanford, CA.
"The Four Elements of the Universe" - Six sculptures, one fresco and six paintings project for the lobbies
of the five newly constructed Munger buildings on Campus. Completed in 2016.
* City of Campbell Development Dept. - Campbell, CA.
"Elegant Energy" - 250 SF mosaic design for the Park Towne Place located in the Historic downtown Campbell, CA. 2011.
* DIAP Architects & Planners - San Mateo, CA.
Fresco a secco on cement panels 50"x74" - reception area. 2008. Several Stained Glass Window designs. 2010.
* El Farolito Restaurant - Healdsburg, CA
Interior wall sculpture and outdoor signs project. 2014.
* Da Anza Cupertino Aquatic Center - San Jose, CA.
"Youth Dynamics" - Stainless steel sculpture - 4' x 34' suspended above the swimming pool. 2012.
Stained glass window - 5.5' x 5.5'. 2012.

Darren Villegas

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

FOSS FIELD PARK
PUBLIC ART PROPOSAL

Revised Concept Submission
City of Perris, California

Eastern Restroom Building – Revised Companion Mural Concept

Western Block Wall – Revised 'FOSS FIELD' Identity Mural

Prepared by
Darren Villegas
Mass Murals LLC

August 2026

Executive Summary

Mass Murals is pleased to submit this revised proposal for the Foss Field Park Public Art Project. The revised concepts respond directly to the City's comments by introducing brighter colors, stronger family appeal, additional nature imagery, and a cohesive visual identity between both mural locations.

The Western Block Wall features the words “FOSS FIELD” integrated into a stylized California landscape celebrating Perris history, transportation, agriculture, aviation, and community identity. The Eastern Restroom Building complements the western mural by celebrating the experience of enjoying Foss Field Park through native flowers, rolling hills, recreation, and a vibrant California sunrise.

Together, the two murals transform Foss Field Park into a memorable civic landmark that celebrates Perris' past while inviting residents and visitors to experience its future.

Artist Bio

Darren Villegas is the Owner and Lead Artist of Mass Murals, a Southern California mural company specializing in large-scale public art, commercial murals, and placemaking projects. A native son of the Inland Empire with more than twenty years of mural painting experience, Darren has created artwork throughout the Inland Empire, Los Angeles, San Francisco, Oakland, and communities across California.

Known for combining technical craftsmanship with compelling visual storytelling, Darren’s work draws inspiration from graffiti, realism, contemporary muralism, and community identity. Each project is thoughtfully designed to reflect the unique character of its environment, transforming ordinary spaces into memorable landmarks that enrich the public experience.

Throughout his career, Darren has collaborated with municipalities, schools, museums, developers, and private businesses to guide projects from concept through installation. In addition to his work as a professional muralist, he has served as an art educator and mural project coordinator through long-standing residencies with the Mission Urban Arts Program in San Francisco and the Visual Element mural arts program in Oakland, mentoring the next generation of artists while creating meaningful community-centered artwork.

His work has been featured in numerous publications and recognized by organizations including the San Francisco Board of Supervisors and the California State Legislature. More recently, Darren was honored as an Established Artist through the Individual Artist Fellowship, recognizing his continued contribution to public art and community engagement throughout Southern California.

Today, Darren continues to lead Mass Murals in creating custom artwork that strengthens community identity, celebrates local culture, and transforms public and private spaces into lasting visual destinations.

View Portfolio

www.massmurals.art

Qualifications

Mass Murals specializes in creating large-scale public artwork that strengthens communities, transforms public spaces, and creates places people remember. Led by artist Darren Villegas, Mass Murals has completed projects for cities, schools, nonprofit organizations, healthcare providers, commercial clients, and private businesses throughout Southern California.

The firm's portfolio includes municipal public art, educational murals, community engagement projects, large-scale commercial installations, and historically themed artwork. Notable projects include the Copper Creek Park mural in the City of Perris—currently one of the largest murals in Perris—as well as public art commissions for the Cities of Riverside, Victorville, Rialto, Grand Terrace, Highland, and numerous educational institutions throughout the Inland Empire.

Mass Murals has extensive experience collaborating with city staff, project managers, community stakeholders, and youth organizations to develop artwork that reflects local history while creating welcoming, family-friendly public spaces. Through the Inland Empire Future Muralists program, hundreds of students have participated in professional mural projects that encourage creativity, teamwork, and civic pride.

Safety, organization, and professionalism are fundamental to every project. Mass Murals maintains general liability insurance and follows industry-standard safety practices while working with lifts, scaffolding, traffic control requirements, and active public spaces. From concept development through final protective coating, each project is managed with careful attention to quality, durability, schedule, and long-term maintenance.

Project Vision

Foss Field: The Story of Perris

Western Block Wall

The western mural establishes the identity of Foss Field Park through bold "FOSS FIELD" lettering integrated into a vibrant California landscape. The letters become windows into Perris' rich history, highlighting the city's railroad heritage, aviation, agriculture, hot-air balloon tradition, historic architecture, and community landmarks. Rolling hills, distant mountains, native landscapes, and a radiant sunrise provide a contemporary backdrop that celebrates both Perris' past and its future. Positioned at the park's edge, the mural serves as a memorable gateway and recognizable landmark for visitors arriving at Foss Field Park.

Foss Field: A Place to Explore

Eastern Restroom Building

The eastern mural shifts the narrative from history to experience, celebrating the natural beauty and recreational spirit of Foss Field Park. Oversized California poppies, citrus blossoms, native wildflowers, butterflies, rolling hills, and a winding pathway invite visitors into the landscape, while children and cyclists represent the everyday moments that make public parks meaningful gathering places. A shared color palette, graphic style, and subtle geometric design elements visually connect both murals into one unified public art experience. Together, the two installations tell a complete story—honoring where Perris has come from while celebrating the community that continues to grow there.

Design Narrative

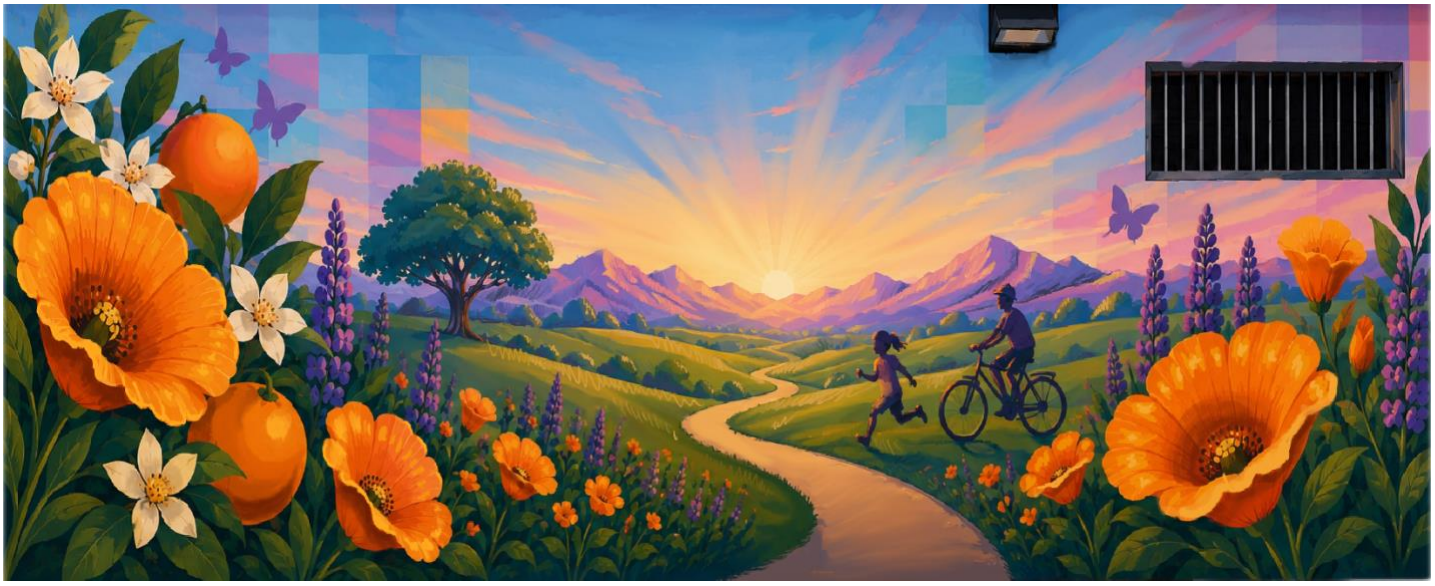
The revised proposal embraces the City's request for brighter colors, stronger family appeal, additional nature imagery, and a more cohesive relationship between both mural locations.

WESTERN BLOCK WALL

The western mural serves as the park's identity statement through large-scale “FOSS FIELD” lettering integrated into a stylized California landscape. Historical imagery contained within the letters celebrates Perris' railroad history, agriculture, hot-air balloon heritage, aviation, and civic landmarks. The surrounding landscape features rolling green hills, a radiant California sunrise, distant mountain ranges, native wildflowers, and subtle geometric color fields that introduce a contemporary visual identity.

EASTERN RESTROOM BUILDING

The eastern mural shifts from historical storytelling toward community experience. Oversized California poppies and citrus blossoms frame the composition while a winding pathway leads visitors through rolling hills toward the sunrise. Children, cyclists, butterflies, and native landscaping create an atmosphere of optimism, recreation, and community. Both murals share a unified artistic language and color palette.



Community Benefit Statement

- Creates a recognizable visual identity for Foss Field Park.
- Celebrates Perris' history while emphasizing recreation, nature, and community.
- Encourages outdoor activity including walking and bicycling.
- Creates memorable, photographable public art for residents and visitors.
- Provides educational opportunities through references to Perris' heritage.
- Builds civic pride through vibrant, site-specific artwork.

Budget Narrative

Total Proposed Project Budget: $84,500

The proposed budget reflects the complete scope required to successfully design, fabricate, and install two professionally executed public murals at Foss Field Park. This budget includes final design refinement, project management, artist and assistant artist labor, surface preparation, premium exterior mural materials, equipment rental, site logistics, protective UV and anti-graffiti coatings, project documentation, and final installation.

The proposed budget is intended to provide the City of Perris with a comprehensive, turn-key public art project that emphasizes long-term durability, ease of maintenance, and exceptional artistic quality. By utilizing professional-grade materials and proven installation methods, the project is designed to provide lasting value while minimizing future maintenance costs.

Final allocation of project expenses will be coordinated with the City following project approval, confirmation of site conditions, and final design authorization.

Maintenance Plan

The Foss Field Park murals will be executed using professional-grade exterior acrylic mural coatings specifically formulated for long-term color retention, UV resistance, and outdoor durability. Upon completion, both murals will receive a clear sacrificial anti-graffiti coating to help protect the artwork from weather, ultraviolet exposure, and vandalism while allowing graffiti to be removed without damaging the painted surface.

Mass Murals recommends an annual visual inspection to identify any localized wear or damage. Due to the modular painting techniques and high-quality materials used throughout the project, isolated touch-ups can typically be completed without affecting surrounding artwork. With routine maintenance, the murals are expected to remain vibrant and visually impactful for many years while continuing to serve as a welcoming landmark within Foss Field Park.

Project Schedule

The project is anticipated to be completed within approximately eight weeks following Notice to Proceed and final design approval.

Week 1 – Final design approval, project coordination, material procurement, and scheduling.

Week 2 – Surface preparation, cleaning, minor repairs, masking, layout, and priming

Weeks 3–5 – Painting and completion of the Western Block Wall mural.

Weeks 5–7 – Painting and completion of the Eastern Restroom Building mural.

Week 8 – Final detailing, application of protective UV and anti-graffiti coatings, project documentation, final walkthrough, and project closeout.

The schedule may be adjusted as necessary to accommodate weather conditions, City coordination, or other site-specific considerations while maintaining the highest standards of workmanship and quality.

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Closing Statement

The revised Foss Field Park proposal reflects the City's vision by creating two vibrant companion murals that celebrate the identity of Perris while transforming Foss Field Park into a memorable public destination. Through bold color, accessible imagery, and thoughtful storytelling, the artwork is designed to inspire community pride, encourage recreation, and provide an enduring visual landmark for residents and visitors alike.

Soloman Bassoff

FOSS FIELD PARK

PUBLIC ART PROJECT PROPOSAL

Monday, April 6, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
   A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
   B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
   C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
   A. Approval of insurance from the City's Risk Management Office will be required.
   B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
   C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Solomon Bassoff
Business Tax ID Number (if applicable)	569740749
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Email	solomonbassoff@gmail.com
Website	www.faducci.com
Social Media Handle	https://www.facebook.com/profile.php?id=100035120805300
Address	PO Box 923 North San Juan, CA, 95960
Proof of Insurance	Proof of Insurance_PLF197543-AAA0... .pdf

Faducci Image list.doc

Resume

Faducci Resume.pdf

Examples of Previous Artwork

Faducci Image list_7782.doc

Are you (the artist) a resident of the City of Perris?

No

Preferred method of contact

Business Phone Number

How did you hear about the Foss Field RFP? City Public Art Email

PROPOSED ARTWORK INFORMATION

Artwork Title Drummers

Artwork Description

Faducci's proposal of three indigenous animals holding steel drums will allow imagination and innovation to flourish. It will connect the community with an interactive and whimsical experience.

- LOCAL

The component of public participation with the sculpture involves making handprints to be transferred onto the "rock" of the sculpture. The concrete rock that the three animal sculptures sit upon will appear to be a granite rock.

- INTERACTIVE

Faducci has designed an interactive musical sculpture trio: Bear, Bever and Raccoon, each holding steel drums that the public will be able to play. These playful art installations will serve as interactive structures, and will enable a multi-sensory experience of texture, color, sound (music), human touch and appealing visual design. The intent of the sculptures is to create a joyful play area inclusive to the public and disabilities through the discovery of friendly indigenous animals.

- CONNECTS

The sculpture will connect the community to nature and creativity

- REFLECT HEPL'S PRINCIPLES

The Bear is symbolic of encouragement, empowerment, equity and equanimity.
The Beaver is the symbol of creativity and innovation.
The Raccoon is the symbol of resourcefulness and discovery.
All three animal with drums represents accessibility.

- Physical Image: Faducci sculptures are constructed with a steel armature, sealed to prevent corrosion and covered with colorful hand-sculpted concrete and mosaic. The image is whimsical in design, elicits interaction, waiting to be climbed on, played on and touched.

- Notations

a. Texture of concrete is hand sculpted. Every surface is touched by the artist's hand, which is reflected in the surface texture.

b. Interaction of sculptural components…All of the steel drums are designed for disabled access…34” maximum, 28” minimum, knee clearance of 17” minimum, knee clearance extends at least 19: under drum
c. Applied mosaic glass will have edges sanded for safety.
d. Sculpture designed to be viewed from all angles 360 degrees.
e. Interior steel coated to prevent rust and corrosion.
f. Concrete is sealed for durability and graffiti prevention
g. Pigmented integral color.

Proposed Artwork Design

Artwork Material Concrete, steel, glass

Artwork Dimensions 6' tall, 7' wide, 7' deep

ARTIST PROPOSAL

Proposed Project Type

Southeast Corner Installation for Free-Standing Artwork

Northeast Coner Installation for Free-Standing Artwork

Proposed Project Statement/ Cover Letter

It is our strong belief that the best civic artwork forges connection between community and local environment, celebrates the unique qualities of a city, and communicates the ideas, dreams and goals of the community to everyone that has the opportunity to experience it. We are committed to working with the City of Perris committee and others involved in the design process to create artwork that is inspiring, beautiful and durable. The process of public art involves the ability to compromise, work with teams and reflect the community.

The unique features of the project provide an opportunity for Faducci to create sculpture that will enhance and enrich visitors’ relationship to the City of Perris. Our intention is to create artwork that will continue to engage the public and increase their connection to nature and community. We have accomplished this goal at the Woodland Park Zoo in Seattle WA. by creating a life sized Komodo dragon. This work provides a play structure as well as an interesting and educational sculpture for the exhibit. Our sculpture with its iconic nature has been large as the dinosaur for the Oklahoma Library and the bas-relief for the City of Sunnyvale. We are experienced at creating artwork that celebrates the natural environment and emotive figures while delighting and inspiring the viewer. Our seventeen giant sunflowers at Hummingbird Park in Natomas, CA. creates a wonderful year-round colorful focal point in the park. We have sculpted endearing concrete forms for a special needs school in Washington. DC and sculptures representing state animals for a library in Oklahoma. Our Caterpillar with 7 Pairs of Shoes, “Bellapede”, at Davis Central Park, Davis, CA. is a whimsical play sculpture and has become a recognizable icon for the city of Davis, CA.

Our sculptures are uniquely designed with the highest quality materials; primarily hand sculpted cement and applied Italian glass mosaic. We use additional additives in the cement that protect against weather, and in the event of graffiti, assist in its removal. All sculptures are designed for simple maintenance, public safety, longevity and enjoyment. Our choice of cement and mosaic as an artistic medium, reflect the existing beauty and proven durability of our previous public art projects.

We would like to work with the City of Perris committee to create artwork for the City of Perris that will inspire all, and create a unique sense of place. We would appreciate the opportunity to touch the hearts of all who will visit or live in City of Perris by creating sculpture that will delight the imagination, enliven the heart and evoke the spirit of the community.

Maintenance Plan

Faducci sculptures are easily maintained and durable with minimal maintenance.
Faducci public art sculptures have shown to withstand extreme weather conditions and intense public interaction using the GlazenSeal Penetrating Solvent Base coating.

Typical cleaning is with a nylon brush and mild soap only.

Estimated Completion Date Thursday, December 10, 2026

Project Timeline Faducci Statement.doc

BUDGET PROPOSAL

Project Budget 65000

Itemized Project Budget Budget.doc

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes

Do you have additional funding for this art piece? Yes

If yes, please list additional funding amount(s)

10,000

Required Documentation

Required Documents Checklist

- Copy of Insurance
- Artwork Design
- Resume and Examples of Previous Artwork
- Project Concept Statement
- Itemized Project Budget

Maintenance Plan | Project Schedule

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Monday, April 6, 2026

Name Solomon Bassoff

Faducci LLC

Solomon Bassoff & Domenica Mottarella
PO Box 923 North San Juan CA. 95960
530.913.9843 info@faducci.com www.faducci.com

Corresponding Image List

1. **Osprey Catching Fish**, 2009, Cement, Steel, Glass, 23" x 84", Fodor Gardens, Palo Alto, CA.$45,000, Faducci attention to detail

2. "**On the Road to Extinction"**, 2018, Steel, Concrete, Glass, 114" x 151" x 65", Cameron Park Zoo, Waco, Texas. , $210,000 Created for a children's zoo to inspire conversation about extinction

3. **Duo Dolphins,** 2025, Concrete, steel, glass, 144"x60"x54", City of Dania Beach Community Center, Dania Beach, Fla. $65,000

4. **Bellapede,** 2010, Cement, Steel, Granite, 96" x 64" x 29", Davis, CA., Davis Central Garden, Commissioned by City of Davis, CA., $45,000 Iconic sculpture in community garden

5. **Having A Ball**, 2025, Concrete, Steel & Glass, 72"x 59"x 67", Yellen Park, City of Palmdale, CA., $65,000

6. **Sunflowers at Hummingbird Park**, 2006, Cement, Steel, Glass, Granite, 17 Sunflowers 41" x 62 ", Natomas, CA.,$26,060 Commissioned by the Sacramento Metropolitan Arts Commission, Reflects theme of park

7. **Arizona Chuckwalla**, 2018, Concrete, Steel, Glass, 48" x 60" x36", Commissioned by City of Kingman, AZ. For Route 66, $45,000 Iconic local Reptile

8. **Honey Bear in Koi Pond**, 2018, Concrete, Steel, Glass, 73"x36", Murch Elementary School, Washington DC. $45,000, Engagement of nature

9 . **Sculptures, Northwest Library in Oklahoma City, OK. Dinosaur,** 2012,156"x 84"x58", **Lucille Mulhall (First Cowgirl in America) and Wall-E (Shelter Rescue),** 2012, Cement and Steel, 89"x39"x 72", **Collared Lizard,** 2012, Concrete, Steel & Glass, 72"x 96" , $180,000, State dinosaur with state animals on books, state reptile, and famous

10. **Sculptures, Sunnyvale Community Swim Center, Sunnyvale, CA**, **Undersea Fantasy**, 2021, Steel, concrete, glass, 51"x141"x6", **Octopus with Shoes**, 48"x114"x72", **Pirate Crocodile**, 33"x103"x41", Theme of underwater fantasy explored with sculptures

Faducci LLC.
Solomon Bassoff
PO Box 923 North San Juan CA. 95960
530 913-9843 www.faducci.com

Resume

Alchemist Public Market, Pomegranate, 2026
City of Newport Beach Civic Center Park, Joy Ride, 2026
C.W. Thomas Park, City of Dania Beach, Fla., Dolphins Sculpture, 2025
Enid City Trail, Enid, Oklahoma, Blue Skink, 2025
Yellen Park, City of Palmdale, CA., Dog Totem 2024
Monterey County SPCA, Monterey, CA, Multiple Animals, 2023
Enid City Trail, Enid, Oklahoma, Three Native Animals with Steel Drums, 2023
Cameron Park Zoo, Waco, Texas, "On the Road to Extinction", 2022
Washington Community Swim Center- Sunnyvale, CA., Octopus on Rock, Crocodile Pirate, Sea Life Bas-Relief Panel, 2021
Bohart Museum of Entomology- Davis, CA. Tardigrade 2020
Pearson Acres Park, Frisco, Texas – Cow and Cotton Tail Bunny, 2020
Tuli Mem Park, Esparto, CA. – Blue Heron 2019
Placer SPCA, Auburn, CA. - Concrete Chairs for Adoption Rooms, 2018
Creative Waco, Entrance to Cameron Park Zoo, Waco, TX. – Giraffe, Orangutans, African Lion, Bengal Tiger, Spiny Lizard, White Rhino, 2018
Murch Elementary School, Washington DC – Bears, 2018
City of Kingman, Arizona, Route 66 – Arizona Chuckwalla Lizard, 2018
Lucille Packard Children's Hospital, Palo Alto, CA.- Dinosaurs with Bunny Slippers, 2017
River Terrace Special Education Center, Washington D.C.- Painted Turtle with Eggs and Drums- 2015
Children's' Hospital Central California, Madera, CA. – 2 Commissioned Sculptures, Holstein Cow and Dog and Frog on Water and Rock, 2015
City of Manhattan Beach, CA.- "Totem", 2014
City of Los Gatos, CA.- 10 Cats in Trees, 2014
Northwest Library, Oklahoma City, OK- Cowgirl w/dog, Dinosaur, Lizard, Raccoon, 2012
Peninsula Humane Society- Center for Compassion, Burlingame, CA- Fountain Busts, Sculpture elements and Concrete Chairs for Adoption Rooms, 2010
Davis Central Park Gardens, Davis, CA.- "Bellapede" Play Sculpture 2010
Dr. Avery, Veterinarian, Grass Valley, CA.- Bas-Relief of Dogs and Cats 2010
Southside Community Garden, Sacramento, CA.- Gate and Garland Arch 2009
Turtle Bay Exploration Park, Redding, CA.-Sunflowers, Bugs 2007
Woodland Park Zoo- Seattle, WA. Life-size Komodo dragon, 2007
City of Sacramento, CA.- Hummingbird Park, Field of Sunflowers, 2005
Paradise Bay Restaurant- Sausalito, CA. Table and Sunflowers, 2003
George Mark Children's Hospice- San Leandro, CA. Big Frog, 2003
Encompass Family Center- Children's Play Area, Nevada City, CA 2000

Publications
Northwest Artisan- Published 2006, Featured Artist
Array Magazine- New York School of Design May 2004
San Francisco Chronicle, San Francisco-September 11, 2003 Interview
ConcreteNetwork.com, Online- August 2003, Interview
Decor & Style Magazine, San Diego- August 2003, Interview

Book Publications
Mosaic Art Today, Schiffer Publishing Ltd., - Published 2012
Best of Presents America Sculpture Artist III- Kennedy Publishing-Published 2012
Mosaic Renaissance: Millefiori in Mosaics- Laurel Skye- Published 2009
Designing & Living with Glass Tile- Patricia McMillan- Published 2009
Mosaic: Finding Your Own Voice- Brit Hammer- Published 2008
Creative Concrete Ornaments for the Garden, Sherri Hunter- Published 2005
Mosaic Style, Sterling Press- Jo Ann Locktov- Published 2005 Featured Artist

Memberships
Society of American Mosaic Artists
American Craft Council

Experience- Solomon Bassoff
1998- Present Concrete & Mosaic Artist

1976- 1998 Developer and Contractor
- Supervised craftsmen and sub-contractors
- Worked with architects and engineers to develop projects
- Presented proposals to city planning staff and city council

1970-1976 Art Supervisor and Coordinator
- Arts & Crafts Director at Hess Kramer, Gindling Hilltop and Swig Camps

Worked with families and children to build brick, concrete and mosaic buildings and sculpture- Encompass Family Center

Education- Solomon Bassoff
1976- 1978 University of Santa Cruz- Studies in Sculpture, Wood, Steel, Clay and Bronze
1975- University of Irvine- B.A. Art Therapy

Experience- Domenica Mottarella
2000-Present Cement & Mosaic Artist
1987-1992 Designs By Nika Tee Shirt Design Co.
1982-1987 Blue Goose Pottery
1985-1987 Soft Sculpture Design

Education- Domenica Mottarella
1996-1999 California State University Sacramento, B.S. Psychology
1996-1997 Sierra College, Art Design and General Education
1975, 1980-1981 Allen Hancock, Art Design and General Education
1978-1979 Santa Barbara City College, Art Design and General Education

Sam Tapia

FOSS FIELD PARK
PUBLIC ART PROJECT PROPOSAL

FOSS FIELD PARK

PUBLIC ART PROPOSAL

Western Block Wall + Mural Restoration
City of Perris, California
138 N Perris Blvd, Perris, CA 92570

Submitted by

SAM TAPIA

GRAPHIC DESIGNER + MURAL ARTIST

PERRIS, CA
951-462-3813
SAMTAPIA72@GMAIL.COM
@SAM_TAPIA

Proposal for two site-specific public art improvements focused on visual identity, durability, and long-term impact.

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City of Perris

Art Mural Program Application

Call for Artists

The City of Perris Art Mural program will support local artists to develop public art pieces that cultivate the City's rich history, promote its diverse culture to preserve its identity, and beautify the city to create a vibrant community. The goal of this program is to provide guidance to local artists and local business owners by providing opportunities for connection to inspire the Perris community through public art.

Artists interested in participating must complete an application and include the required documents. All applications should be submitted electronically at publicart@cityofperris.org and should submit to the following address:

City of Perris Public Services –Public Art Division
101 North D St.
Perris, CA 92570

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

SUBMITTAL REQUIREMENT CHECKLIST

The following requirements **must** be submitted with the completed application for consideration.

- 1. Completed and Signed City of Perris Art Mural Application Form
- 2. Proposed Project Artwork Design Incorporating Perris Art Mural Element(s)
    a. Proposed Artwork Must Be Original Art
    b. Include Artwork Design as an Attachment to Application
- 3. Proposed Project Concept Statement
- 4. Examples of artists previous work (4 or less)
    a. Label with Artist and Artwork Name
- 5. Evidence of the Value of the Proposed Artwork
- 6. Itemized Project Budget
- 7. Maintenance Plan
- 8. Project Schedule
- 9. Agreement Between Artist and Property Owner

For questions on the City of Perris Art Mural Program, contact the Public Art team at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart

City of Perris

Art Mural Program Application

Call for Artists

ARTIST INFORMATION

Name: Samuel Tapia

Business Tax ID Number (if applicable): NA

Company Name (if applicable): NA

Applicant Name (First, Last): Samuel Tapia

E-mail Address: samtapia72@gmail.com Website:

Mailing Address: 1511 Almond Dr City: Perris

Phone Number: Mobile Number: 951-462-3813

Are you (the artist) a resident of the City of Perris? Yes ■ No ___

Preferred method of Contact:

☐ Business Phone ■ Mobile Phone ☐ Email

PROPOSED ARTWORK INFORMATION	
Artwork Title: Foss Field Park Western Wall Mural	
Artwork Description: A bold, welcoming mural for the western block wall at Foss Field Park inspired by Perris' rail history, rolling hills, and California poppies. Using a minimal color palette and strong graphic shapes, the design is meant to create a memorable park landmark that feels rooted in Perris and built to last.	
Artwork Material: Dunn-Edwards exterior acrylic mural paint system, primer, and anti-graffiti protective coating	Artwork Dimension: 142'W 8'H Estimated Completion Date: 5–7 weeks from project approval

Artwork Location: Foss Field Park

■ Public Property

□ Private Property

If on private property, has the property owner been contacted? Yes ____ No____

Property Owner Contact:

Name (First, Last):_____Phone Number: (____)_____

Email:_____

**Include "Proposed Artwork Design" as attachment*

City of Perris

Art Mural Program Application

Call for Artists

PROPOSED PROJECT CONCEPT STATEMENT
Public art has the ability to define a space and create a lasting visual identity for the community. This proposal focuses on creating a bold, clean, and durable mural that celebrates Perris' identity through its rail history, landscape, and local symbolism while remaining accessible and visually impactful. The design approach prioritizes strong composition, readability, and long-term performance, ensuring the artwork remains vibrant and relevant over time.
**If additional space is needed, please submit attachment*

BUDGET PROPOSAL SECTION
Project Budget: $ 28,000
If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes ■ No _____
Do you have additional funding for this art piece? Yes ____ No ■ If yes, please list:_____

REQUIRED DOCUMENTS		
■ Artwork Design	■ Project Concept Statement	■ Project Concept Statement
■ Examples of Previous Artwork	■ Evidence of Value of Artwork	■ Itemized Project Budget
■ Maintenance Plan	■ Project Schedule	■ Agreement Between Artist and Property Owner
*If applicable, *supporting materials (e.g., videos, links, etc.) may be included as an attachment.*		

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Art Mural requirements. I understand that this application is subject to City review, approval, and denial.

Applicant Signature: _____ **Date:** 03/30/2026

Applicant Name (Print): Samuel Tapia

For questions on the City of Perris Art Mural Program, contact the Public Art team at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart

City of Perris

Art Mural Program Application

Call for Artists

ARTIST INFORMATION

Name: Samuel Tapia

Business Tax ID Number (if applicable): NA

Company Name (if applicable): NA

Applicant Name (First, Last): Samuel Tapia

E-mail Address: samtapia72@gmail.com Website:

Mailing Address: 1511 Almond Dr City: Perris

Phone Number: Mobile Number: 951-462-3813

Are you (the artist) a resident of the City of Perris? Yes ■ No ___

Preferred method of Contact:

☐ Business Phone ■ Mobile Phone ☐ Email

PROPOSED ARTWORK INFORMATION	
Artwork Title: Foss Field Park Existing Mural Restoration	
Artwork Description: Restoration of the existing Foss Field Park mural, focusing on color matching, surface prep, and repainting to return the artwork to its original clarity and vibrancy. Work includes cleaning, repairing worn areas, re-establishing linework, and applying a protective anti-graffiti coating to extend the mural's lifespan.	
Artwork Material: Dunn-Edwards exterior acrylic mural paint system, primer, and anti-graffiti protective coating	Artwork Dimension: Existing mural surface Approx: 600 sq ft Estimated Completion Date: 3–4 weeks from project approval
Artwork Location: Foss Field Park ■ Public Property □ Private Property If on private property, has the property owner been contacted? Yes ____ No____ Property Owner Contact: Name (First, Last):_____Phone Number: (____)_____ Email:_____	
Include "Proposed Artwork Design" as attachment	

City of Perris

Art Mural Program Application
Call for Artists

PROPOSED PROJECT CONCEPT STATEMENT
A focused restoration of the existing Foss Field Park mural, bringing back its original color, clarity, and impact. The approach prioritizes accuracy, durability, and respect for the original design while extending the life of the artwork for the community to continue enjoying.
If additional space is needed, please submit attachment

BUDGET PROPOSAL SECTION
Project Budget: $ 16,000
If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes ■ No _____
Do you have additional funding for this art piece? Yes ____ No ■ If yes, please list:_____

REQUIRED DOCUMENTS		
■ Artwork Design	■ Project Concept Statement	■ Project Concept Statement
■ Examples of Previous Artwork	■ Evidence of Value of Artwork	■ Itemized Project Budget
■ Maintenance Plan	■ Project Schedule	■ Agreement Between Artist and Property Owner
*If applicable, *supporting materials (e.g., videos, links, etc.) may be included as an attachment.*		

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Art Mural requirements. I understand that this application is subject to City review, approval, and denial.

Applicant Signature: _____ **Date:** 03/30/2026

Applicant Name (Print): Samuel Tapia

For questions on the City of Perris Art Mural Program, contact the Public Art team at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart

Dear Selection Committee,

I am submitting this proposal for the Foss Field Park Public Art Projects with a focus on the Western Block Wall Mural and Mural Restoration. I am a Perris resident and graphic designer specializing in murals, public-facing graphics, and site-specific visual concepts for schools, district spaces, and community environments.

My work is rooted in strong composition, clear readability, and practical execution at scale. For Foss Field Park, I am proposing a bold western block wall mural that draws from Perris' rail history, layered hills, and California poppies to create a durable, welcoming visual landmark for the park. I am also proposing a full-color restoration of the existing mural focused on bringing back its clarity, color, and overall visual impact while protecting it for long-term durability.

As a Perris resident, I value the opportunity to contribute to a public space in my own community. Thank you for your consideration.

Sincerely,
Sam Tapia

PROPOSED PROJECT CONCEPT

This proposal includes two connected public art improvements at Foss Field Park: a new Western Block Wall Mural and the restoration of the existing mural. The design approach is based on strong composition, clear readability, and long-term durability

Western Block Wall Mural

- New large-scale mural anchored by Foss Field name and Perris-inspired imagery reflecting history, recreation, movement, and community identity.

Mural Restoration

- Restoration of the existing mural through repair, color renewal, finish consistency, and protective coating to improve clarity and longevity.

Concept Priorities

- Bold Readability
- Maintainable Color System
- Site-Responsive Design
- Durable Finish
- Cohesive Park identity

WESTERN BLOCK WALL MURAL

Foss Field Park / 142′ W × 8′ H (1,136 sq ft)

This design is a preliminary concept and will be refined in collaboration with the City to ensure the best final outcome for the space.

❷ CITY OF PERRIS LOGO
City logo adapted into the selected color palette to maintain consistency while reinforcing civic identity.

❷ PARK NAME ANCHORING TEXT
Large central "Foss Field Park" lettering creates a clear visual landmark and improves recognition from a distance.

❷ PERRIS RAIL HISTORY REFERENCE
The train and rail line reference Perris' railroad history and honor an important part of the city's identity.

❷ LANDSCAPE + POPPIES
Layered hills and California poppies connect the mural to regional identity using a simple, durable graphic language.

CONCEPT OVERVIEW

A bold, welcoming mural for the western block wall at Foss Field Park inspired by Perris' rail history, rolling hills, and California poppies. Using a minimal color palette and strong graphic shapes, the design is intended to create a memorable park landmark that feels rooted in Perris and built to last.

Designed for strong visibility, simplified maintenance, and long-term outdoor durability.

SELECTED PALETTE

P1 P2 P3 P4 P5

ITEMIZED PROJECT BUDGET - 1

Western Block Wall Mural

142′ W × 8′ H (1,136 sq ft)

BUDGET OVERVIEW

Design & Project Development Concept design, layout, and production planning	**$6,000**
Artist Labor Primary mural execution and project oversight	**$16,500**
Materials & Surface Prep Exterior paint system, primer, consumables, and minor surface prep	**$2,100**
Project Signage & Safety Barriers Temporary signage, cones, barriers, and work zone setup	**$300**
Insurance General liability insurance (project coverage)	**$500**
Anti-Graffiti Protective Coating Final protective finish	**$1,100**
Contingency Unforeseen site conditions and adjustments	**$1,000**

TOTAL PROJECT BUDGET: $28,000

- ***Budget reflects full project scope including planning, labor, materials, insurance, protective coating, and required site safety measures. Final costs subject to site conditions and approvals***

ITEMIZED PROJECT BUDGET - 2

Mural Restoration

Full-Color Restoration

BUDGET OVERVIEW

Restoration Planning & Color Matching Existing mural review, color matching, and restoration planning	**$2,500**
Artist Labor Primary restoration execution and project oversight	**$9,500**
Materials & Surface Prep Exterior paint system, primer, consumables, and minor surface prep	**$1,500**
Project Signage & Safety Barriers Temporary signage, cones, barriers, and work zone setup	**$300**
Insurance General liability insurance (project coverage)	**$500**
Anti-Graffiti Protective Coating Final protective finish	**$800**
Contingency Unforeseen site conditions and adjustments	**$900**

TOTAL PROJECT BUDGET: $16,000

- ***Budget reflects full project scope including planning, labor, materials, insurance, protective coating, and required site safety measures. Final costs subject to site conditions and approvals***

HAND PAINTED MURAL GENERAL MAINTENANCE PLAN

MAINTENANCE OVERVIEW

The murals will be executed using high-quality exterior paint systems designed for durability, UV resistance, and long-term color retention.

Protective Coating

A clear anti-graffiti coating will be applied to help protect against vandalism, weather exposure, and general wear, allowing for easier cleaning and extended lifespan.

Expected Longevity

The mural is expected to maintain its visual quality for approximately 5–10 years with minimal maintenance, depending on environmental conditions and site exposure.

Routine Maintenance

No ongoing maintenance is required from the artist.

Material Documentation

All colors and materials will be documented to allow for accurate future touch-ups if required.

Future Maintenance Support

The artist may assist with one touch-up visit if significant damage occurs within 3 years, with paint and materials provided by the client. Any additional work will be considered a separate scope of work.

- ***Maintenance approach allows flexibility for future upkeep based on site conditions and City needs.***

APPROXIMATE PROJECT SCHEDULE

Western Block Wall Mural

142′ W × 8′ H (1,136 sq ft)

PROJECT TIMELINE

Pre-Production (Planning & Approvals) — **1–2 Weeks**
Concept refinement, color selection, site coordination

Surface Preparation — **2–3 Days**
Cleaning, minor repairs, layout marking

Mural Execution — **4–5 Weeks**
Base coats, main composition, detailing, lettering

Final Coating & Cleanup — **1–2 Days**
Protective coating, final walkthrough, site cleanup

ESTIMATED DURATION: 5–6 WEEKS (AFTER APPROVAL)

- *Timeline is approximate and subject to adjustment based on final approval, site conditions, weather, material availability, and project coordination.*

APPROXIMATE PROJECT SCHEDULE

Mural Restoration

Full-Color Restoration

PROJECT TIMELINE

Pre-Production (Planning & Approvals) **1–2 Weeks**
Concept refinement, color selection, site coordination

Surface Preparation **2–3 Days**
Cleaning, minor repairs, layout marking

Mural Execution **3–5 Weeks**
Base coats, main composition, detailing, lettering

Final Coating & Cleanup **1–2 Days**
Protective coating, final walkthrough, site cleanup

ESTIMATED DURATION: 4–5 WEEKS (AFTER APPROVAL)

- *Timeline is approximate and subject to adjustment based on final approval, site conditions, weather, material availability, and project coordination.*

SAM TAPIA

GRAPHIC DESIGNER + MURAL ARTIST

Creating murals, graphics, and branded visual work for schools, public spaces, and commercial environments.

PERRIS, CA
951-462-3813
SAMTAPIA72@GMAIL.COM
@SAM_TAPIA

ABOUT ME

I'm a Perris, California artist and designer specializing in graphic design, hand painted murals, mural restoration, and site-specific graphics for schools and public-facing spaces. My work is rooted in strong composition, clear readability, and practical design development, from early paint concepts and architectural mockups to final large-scale installation. I create visuals that respond to the character of a site while staying realistic for production, durability, and long-term impact.

Selected projects include work completed in collaboration with Labeld Ink Inc.

Specific roles are noted on each project sheet.

SAM TAPIA
951-462-3813
SAMTAPIA72@GMAIL.COM
@SAM_TAPIA

HARADA HOUSE HISTORIC LANDMARK MURAL

HISTORIC MURAL / COMMUNITY STORYTELLING

- Harada Elementary School, Riverside, CA
- Concept Development and Application
- 2025

PROJECT OVERVIEW

Created for the transition from Highland Elementary to Harada Elementary, this mural honors the Harada family's story and legacy through a bold, site-specific design.

Role: Paint Execution of Approved Design

NICOLET PALOMINOS MURAL RESTORATION

School Campus Identity Mural / Restoration

- Nicolet Middle School, Banning, CA
- Visual Redevelopment and Application
- 2025

PROJECT OVERVIEW

This project refreshed an existing mural at Nicolet Middle School by redesigning the horse imagery to feel stronger, cleaner, and more cohesive,

Role: Paint Execution of Approved Design

DISTRICT OFFICE ENTRY FLOOR LOGO

Site Identity Graphic / Entry Mark

- Colton Joint Unified School District Office, Colton, CA
- Layout, Surface Painting, and Graphic Execution
- 2024

PROJECT OVERVIEW

This hand-painted floor logo was created at the entrance of the Colton Joint Unified School District office as a bold site identity graphic.

Role: Paint Execution of Approved Design

VISTA DEL LAGO RAVENS MURAL RESTORATION

School Campus Identity Mural / Restoration

- Vista Del Lago High School, Moreno Valley, CA
- Visual Redevelopment and Application
- 2023

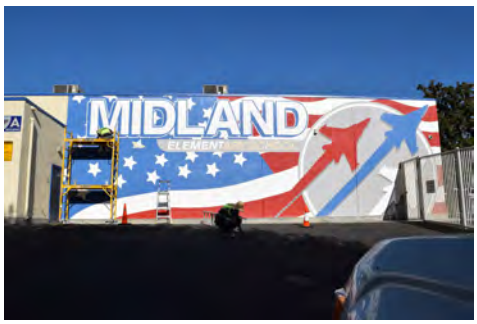
PROJECT OVERVIEW

This mural restoration at Vista del Lago High School refreshed a large-scale campus identity wall with cleaner forms, stronger contrast, and a more polished overall finish.

Role: Paint Execution of Approved Design

THANK YOU

March Mountain High School
School Identity Mural / 2020



Midland Elementary School
School Identity Mural / 2020

Badger Springs Middle School
School Identity Mural / 2023

Flabob Airport / 2023

Cabazon Elementary School
School Identity Mural / 2024

Arroyo Valley High School
Campus Branding / 2025

The work presented reflects my experience across school murals, restorations, campus branding, and site-specific graphics for public-facing environments.

SAM TAPIA
951-462-3813
SAMTAPIA72@GMAIL.COM
@SAM_TAPIA

REFERENCES

Foss Field Park Public Art Proposal

Reference	Patrick Barwinski
Organization	Barwinski Design
Email	prbarwinski@gmail.com
Phone	(951) 796-2772

Reference	Jonathan Caban
Organization	Labeld Ink
Email	jcaban@labeldink.com
Phone	(951) 941-0536

Submitted by Sam Tapia

Miguel Chavez

FOSS FIELD PARK

PUBLIC ART PROJECT PROPOSAL

Monday, April 6, 2026

ARTIST INFORMATION

City of Perris

Public Services Department

Foss Field Park Public Art Projects

Request for Proposal (RFP)

OVERVIEW

In 2019, the City of Perris established the Public Art Initiative to advance the development of public art projects throughout the city. This initiative supports cultural and artistic resources, including visual artwork, performing arts, and architectural elements to celebrate the City's diverse cultural identity and enhance community beautification. The Public Art Initiative continues to guide ongoing efforts to preserve and promote the City's history, culture, architectural heritage, and community well-being through public art programs, events, and projects that enrich community vitality, public health, and public engagement.

To further these goals, the City of Perris Public Service Department will be submitting a grant proposal to the Arts in California Parks program. Launched in 2024 through a partnership between California State Parks, the California Arts Council, and Parks California, this community-focused grant program activates local parks through community-centered art and cultural experiences that foster creativity, connection and a deeper relationship to California's natural and cultural landscapes. For the 2026 grant cycle, funded projects must be planned for implementation during the grant period of October 1, 2026, through September 30, 2027. The program anticipates awarding up to $2.5 million in total funding, with individual awards ranging from $15,000 to $100,000, depending on project scale and need.

The City's grant proposal will include a total of (4) public art projects at Foss Field Park (reference Section II). Implementation and award of all four project components are contingent upon the City's successful receipt of grant funding and the City's direction to proceed with public art projects subject to available funding. Should the City of Perris not be awarded funding through this grant program, the City will phase the projects as funding becomes available. For additional information about the Arts in California Parks Grant Program, please visit: https://artsincaliforniaparks.org/grants-program.

SUBMITTAL REQUIREMENT CHECKLIST

The following items will be required in order to submit a complete application for consideration.

1. Completed and Signed Application Form
2. Applicant(s) resume(s) to include a brief one (1) page summary of work, qualifications, portfolio examples, including images and reviews of previously completed art/mural art, description of the size, materials, cost, location, and references for earlier projects.
3. Project timeline including how long it will take to complete the artwork.
4. Statement or cover letter explaining why this project appeals to you.

5. Itemized budget (include the applicants fees, insurance costs, materials/supply costs, rental equipment, portable lighting and generator, staging, project signage and all other associated costs to complete the project.
6. Proof of insurance
7. A narrative and design illustrating the concept, including a digital format of all components, images and color representation of the proposed mural to include:
   A. A description of the approach to the project such as methods of site preparation, or other material to secure the longevity of the mural.
   B. Identification of the medium, material, timeline for completion and dimensions for the proposed mural by considering that it is intended to be seen at all times.
   C. Warranty for completed work including the use of durable materials with suitable longevity.
8. A suitable maintenance plan that incorporates a schedule of costs and timeline for maintenance, inspections, surface cleanings, additional coats of protective for the mural's longevity,
9. For public safety the artist(s) shall comply with the following:
   A. Approval of insurance from the City's Risk Management Office will be required.
   B. There should be no accessible sharp edges, points, or projections that can cut, puncture or cause injury by impact.
   C. All applicable building codes and standards shall apply to structures.

Applications must follow the following submittal requirements and application submittal does not guarantee approval.

For questions regarding this application or the City of Perris Art Mural Program, please contact the Public Services Department at publicart@cityofperris.org or at (951) 435-7206 or visit www.cityofperris.org/publicart.

Name	Miguel Chavez
Phone Number	(909) 491-8944
Email	miguelchavez0114@gmail.com
Address	24645 gold star drive Moreno Valley, CA, 92551
Proof of Insurance	Proof of Insurance.pdf
Resume	Resume (5).pdf
Examples of Previous Artwork	Portfolio (2).pdf
Are you (the artist) a resident of the City of Perris?	No

Preferred method of contact Email

How did you hear about the Foss Field RFP? City of Perris Webpage

PROPOSED ARTWORK INFORMATION

Artwork Title This is Perris

Artwork Description

This mural tells the story of Perris with history, nature and landmarks. The composition consists of historical landmarks such as The Perris Depot Railroad Station, The Bank of Perris, The Perris Theater, The Southern Hotel, and The Perris Civic Center. Along with beautiful nature aspects such as a landscape dedicated to Lake Perris, California poppies, and agricultural elements such as corn crops. All of these locations and elements hold great value to the City of Perris and highlight the city's identity. The monarch butterfly plays an important role in the mural symbolizing transformation, growth, and resilience. Flowing across the design, the monarch butterfly shows the growth of Perris over time and the strength of the community. The goal of this project is to enhance the public space with elements that will bring the community together and showcase the beauty of Perris.

Proposed Artwork Design Untitled_Artwork (4).pdf

Artwork Material Professional Grade Acrylic exterior paint

Artwork Dimensions 142' L x 8' H

ARTIST PROPOSAL

Proposed Project Type Western Block Wall Mural

Proposed Project Statement/ Cover Letter

As an artist, this opportunity truly highlights my goals and passions. I am dedicated to creating work that not only beautifies a space, but also tells a story and brings communities together. This mural is designed to celebrate the history of the City of Perris and showcase its beauty. I am inspired by creating meaningful work that will highlight the city's identity and last for as long as possible. This opportunity would give me the chance to bring the community together through public engagement, participation and represent the voice and identity of the city.

Maintenance Plan

In order to maintain the longevity of this mural, I plan to apply a clear anti-graffiti protection sealer over the mural once it is fully completed to protect the mural. This will allow the mural to maintain its original vibrant colors and protect the wall from all weather conditions. Anti-Graffiti protection also easily removes any spray paint, marker or tags without having to repaint. I plan to constantly inspect the mural after it is completed to make sure it is in proper care and no graffiti or damages are interfering with the mural.

Estimated Completion Date Tuesday, December 1, 2026

Project Timeline Project proposal Timeline.pdf

BUDGET PROPOSAL

Project Budget 32200

Itemized Project Budget Project proposal (1).pdf

If the City is unable to fund the full proposed amount, would you be able to still execute the art piece? Yes

Do you have additional funding for this art piece? No

Required Documentation

Required Documents Checklist

- Copy of Insurance
- Artwork Design
- Resume and Examples of Previous Artwork
- Project Concept Statement
- Itemized Project Budget
- Maintenance Plan
- Project Schedule

CERTIFICATION AND AUTHORIZATION

By signing below, I acknowledge that I am authorized to sign this application. I have read and agree to abide by the City of Perris Proposal requirements. I understand that this application is subject to City review, approval, and denial.

Signature

Date Monday, April 6, 2026

Name Miguel Chavez

Itemized Project Budget

Total : $32,200

Materials: $3,000

Insurance: $800

Artist Fee: $28,400

Timeline

Week 1- Site Preparation

- Prep materials
- Clean surface
- Grid Layout for sketch
- Sketch design on the primed surface.

Week 2-3- Painting Phase

- Begin painting by blocking in color and shapes.
- Continued by adding detail and working my way down the mural.

Week 4 - Completion and Protection Sealer

- Anti-graffiti clear protection sealer placed on top of mural to protect from weather and graffiti damages.

THE PERRIS
BANK OF PERRIS
SOUTHERN HOTEL.
CITY OF PERRIS

Miguel Chavez

(909) 491 8944
Miguelchavez0114@gmail.com

Miguel Chavez is a fine artist and muralist located in the Inland Empire. For many years Miguel has dedicated his time to beautifying public places through public art creating vibrant pieces of work. Through gallery work, mural opportunities and more Miguel is passionate about using his skills to bring happiness to the community around him.

Experience

Mural Artist

Share Tea Boba- Designed a large scale mural dedicated to nature and the city of Moreno Valley.

Sunnymead Mural- Participated in the first community mural located in Moreno valley alongside a team of muralists.

Omnitran- Chosen to design and paint a bus bench in the city of San Bernardino.

Maralyn Boutique- Butterfly mural located inside the Moreno Valley mall designed to capture the colors and style of the boutique.

Studio Artist

Experience working as a studio artist creating fine art for gallery work and clients. Communicating with clients to make their vision come to life and capture beautiful moments.

Participated in gallery shows at the Eastside Arthouse in Riverside California and The Garcia Center for the Arts in San Bernardino.

Teaching

Experience teaching paint and sip classes at the Phearless Art Studio.
Invited to teach a large group of children to paint a winter wonderland at Rainbow Ridge Elementary School.
Work teaching students at Vista De Lago High School's performing arts center creating scenic artwork for theatre shows.

Awards

Mvc Commencement Artwork: Artwork published for the cover of the 2025 commencement ceremony at Moreno Valley College.

Sunnymead Mural: Recognized by the City of Moreno Valley for the participation in the first public mural in Moreno valley.

Veterans day contest- Winner of the Veterans day art contest for both public vote and city council choice.

CITY OF PERRIS

10.J.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve Final Tract Map 24-05025 (FTM 31157) – Final approval of Tentative Tract Map No. 31157 to subdivide 31.04 acres into 132 single-family residential lots, generally located west of Evans Road, south of Nuevo Road, and north of San Jacinto Avenue, in the R-6,000 Zone of the Parkwest Specific Plan. Applicant: Jason Keller, PW Land Investments, LP.

REQUESTED ACTION: Approve Final Tract Map 24-05025 (FTM 31157), accept the Subdivision Improvement Agreements, and authorize the Mayor to sign the Final Tract Map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On January 30, 2007, the City Council approved Tentative Tract Map 31157 (TTM 31157 / TTM 03-0019) for the development of 529 dwelling units on 156.9 acres within Phase I of the Parkwest Specific Plan located generally on the south side of Nuevo Road between the Perris Valley Storm Drain Channel and Dunlap Drive. Subsequently, on June 15, 2022, the applicant received Planning Commission approval of a Financing Parcel Map (FPM 38375) to allow the 529 dwelling units to be sold off and developed in four sub-phases. Sub-phases TTM 31157-1 with 131 lots, TTM 31157-2 with 80 lots, and TTM 31157-3 with 184 lots have received final map approval and have commenced construction.

FINAL TRACT MAP 31157:

The request is now for approval of the final phase of Tract Map 31157, consisting of 132 dwelling units on 31.04 acres. Approval of the final phase of this map will allow the developer to proceed with construction of the remaining homes and initiate sales once construction is complete.

The applicant has entered into Subdivision Improvement Agreements (SIA) to guarantee the construction of the required improvements and has submitted Improvement Agreements, which the City Attorney has approved. Furthermore, the developer will be responsible for all improvement costs. Lastly, the final map will comply in all respects with the provisions of the Subdivision Map Act and

applicable provisions of the City's Municipal Code.

Development Services, Engineering, and Community Services Departments have determined the applicant has satisfied all conditions of approval required for final map approval and recordation, and that the final phase of this map is substantially consistent with the approved tentative tract map. Therefore, the City Engineer recommends approval of Final Tract Map No. 31157.

RECOMMENDATION:

Staff recommends that the City Council approve Final Tract Map 24-05025 (FTM 31157), as all conditions of approval have been satisfied, and the necessary City Department clearances have been obtained.

BUDGET (or FISCAL) IMPACT:
There is no fiscal impact associated with this action since all project costs are borne by the applicant.

Prepared By: Monica Carranza, Assistant Planner

Attachments:
1. Vicinity Map
2. Specific Plan Land Use Map
3. Final Tract Map No. 31157 (Final Phase)
4. Subdivision Improvement Agreement for Final Tract Map No. 31157
5. Conditions of Approval (Planning, Engineering, and Community Service)

ATTACHMENT 1

Vicinity Map

Vicinity Map

1:12,111

0 462.5 925 1,850 ft

0 140 280 560 m

KEY

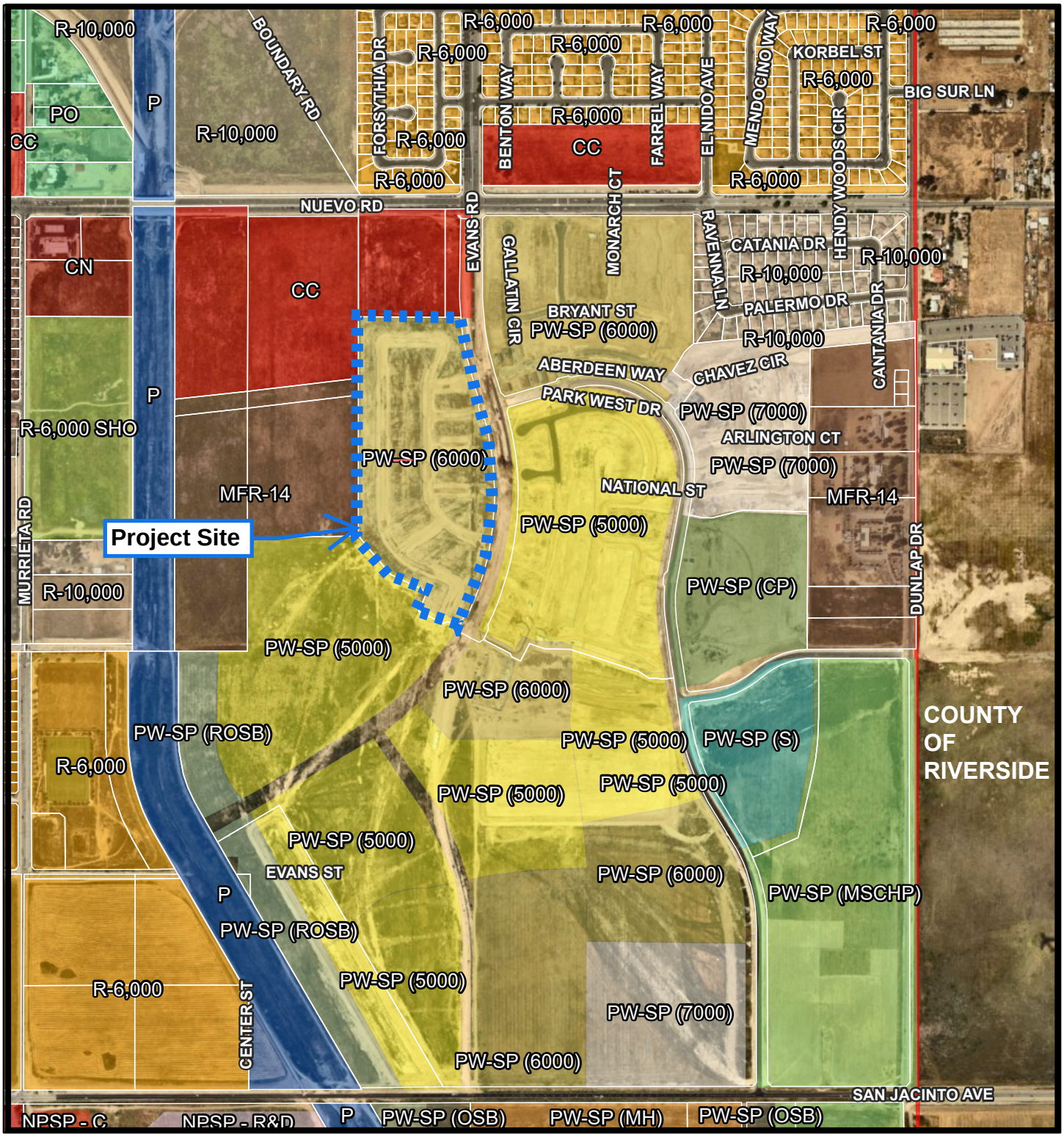
Perris Boundary

Project Site

ATTACHMENT 2

Specific Plan Land Use Map

Parkwest Specific Plan Land Use Map



1:12,111

0 462.5 925 1,850 ft

0 140 280 560 m

KEY

Zoning

- Commercial Community (CC)
- Commercial Neighborhood (CN)
- Multi Family Resident 14 (MFR-14)
- New Perris Specific Plan Commercial (NPSP - C)
- New Perris Specific Plan Research & Development (NPSP - R&D)
- Parkwest -Median PW-SP (5000)
- Parkwest -Median PW-SP (6000)
- Parkwest -Median PW-SP (7000)
- Parkwest -Specific Plan Community Park PW-SP (CP)
- Parkwest -OS Basin PW-SP (OSB)
- Parkwest -Regional Basin OS PW-SP (ROSB)
- Parkwest -Median High (Townhomes) PW-SP (MH)
- Parkwest - MSCHP (OS) PW-SP (MSCHP)
- Parkwest -Specific Plan School PW-SP (S)
- Public (P)
- Professional Office (PO)
- Residential 6,000 (R-6,000)
- Residential Senior Housing Overlay (R-6,000 SHO)
- Residential 10,000 (R-10,000)
- Perris Boundary
- Project Site

ATTACHMENT 3

Final Tract Map No. 31157

GROSS AREA=31.04 ACRES
NET AREA= 20.44 ACRES
NUMBER OF LOTS=136
LETTERED LOTS=12

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

TRACT MAP NO. 31157

BEING A SUBDIVISION OF PARCEL 4 AND LOT "P" OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2022

RECORDER'S STATEMENT
FILED THIS _____ DAY OF _____, 20__,
AT _____M. IN BOOK _____ OF MAPS AT
PAGES _____, AT THE REQUEST OF THE CITY
CLERK OF THE CITY OF PERRIS.
NO: _____
FEE _____

PETER ALDANA,
ASSESSOR – COUNTY CLERK – RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE INSURANCE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE. THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" THROUGH LOT "K" INCLUSIVE. THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF LOT "A" (EVANS ROAD), THE OWNERS OF LOTS 1 THROUGH 4, INCLUSIVE, 16, 17, 25, 26, 37, 38, 46, 47 AND LOTS 50 THROUGH 52, INCLUSIVE, ABUTTING THIS HIGHWAY AND DURING SUCH TIME THE OWNERS WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL, ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "L", THE DEDICATION IS FOR (1) ONE–FOOT BARRIER STRIP FOR ROAD AND ACCESS CONTROL.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: STORM DRAIN EASEMENTS LYING WITHIN LOTS 16, AND 136 AS SHOWN HEREON. THE DEDICATION IS FOR CONSTRUCTION AND MAINTENANCE OF FLOOD CONTROL FACILITIES.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING WITH IN LOTS 1, 2, 3, 4, 16, 17, 25, 26, 37, 38 THROUGH 46, INCLUSIVE, 47, 50, 51, 52 AND 53 AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

WE HEREBY RETAIN LOTS 133 THROUGH 136, INCLUSIVE, IN FEE, INDICATED AS OPEN SPACE AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF OURSELVES, OUR SUCCESSORS, ASSIGNEES AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LANDSCAPE EASEMENTS LYING OVER ALL OF OPEN SPACE LOTS 133 THROUGH 136 INCLUSIVE, AS SHOWN HEREON. THE DEDICATION IS FOR LANDSCAPE AND MAINTENANCE PURPOSES.

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY

_____ _____
DARREN WARREN DATE
DIVISION VICE PRESIDENT OF
LAND ACQUISITION & DEVELOPMENT

NOTARY ACKNOWLEDGEMENT

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

STATE OF _____)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.

_____
NOTARY PUBLIC

MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____
PRINTED NAME _____

CITY CLERK'S STATEMENT

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

_____, DATE: _____
NANCY SALAZAR
CITY CLERK OF THE CITY
OF PERRIS, CALIFORNIA

NOTARY ACKNOWLEDGEMENT

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

STATE OF _____)
COUNTY OF _____) SS

ON _____ BEFORE ME, _____
A NOTARY PUBLIC, PERSONALLY APPEARED _____
_____,
WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S) OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.
I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.
WITNESS MY HAND.

_____
NOTARY PUBLIC

MY PRINCIPAL PLACE OF BUSINESS
IS IN _____ COUNTY.
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER: _____
PRINTED NAME _____

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: _____, 20___

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____.

DATE: _____, 20___

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED JANUARY 24, 2024 AS INSTRUMENT NO. 2024–0021574 OF OFFICIAL RECORDS, IN FAVOR OF MIPAA, A CALIFORNIA AIRPORT AUTHORITY.

AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 31, 2025 AS INSTRUMENT NO. 2025–0234663 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS.

AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 31, 2025 AS INSTRUMENT NO. 2025–0234675 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS.

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE SAN JACINTO RIVER AREA DRAINAGE PLAN AND THE PERRIS VALLEY DRAINAGE PLAN WHICH WAS ADOPTED BY THE CITY OF PERRIS PURSUANT TO ORDINACE AND SECTION 66483 ET SEQ, OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA.
NOTICE IS FURTHER GIVEN THAT, PURSUANT TO ORDINANCE 13–01, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE CITY OF PERRIS PRIOR TO ISSUANCE OF THE GRADING PERMIT OR BUILDING PERMIT AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THIS ACTUAL PERMIT.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF PW LAND INVESTMENTS, L.P., A DELAWARE LIMITED PARTNERSHIP ON APRIL 02, 2022. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN.

BY: _____ *DATED:* ___–___–_____
JASON K. ARDERY, LS 9329

LICENSED LAND SURVEYOR
JASON KEVIN ARDERY
NO. LS 9329
STATE OF CALIFORNIA

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE NO. 543 AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: _____ _____
BY GABRIEL D. YBARRA LS 4343 EXP. 06–30–28
FOR JAHANDAR POURKAZEMI R.C.E. 78008 EXP. 09–30–2027
CITY ENGINEER

LAND SURVEYOR
GABRIEL D. YBARRA
Exp. 06/30/28
LS 4343
STATE OF CALIFORNIA

CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF LOT "A" THROUGH LOT "K" INCLUSIVE FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES, AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS, AND ACCEPTS THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG LOT "A" (EVANS ROAD) FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES AND AS PART OF THE CITY MAINTAINED ROAD SYSTEM.

THE OFFER OF DEDICATION MADE HEREON OF THE STORM DRAIN EASEMENT IS HEREBY ACCEPTED AS PART OF THE CITY MAINTENANCE ROAD SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

THE OFFERS OF DEDICATION AS SHOWN HEREON WITHIN LOTS 1, 2, 3, 4, 16, 17, 25, 26, 37 THROUGH 47 INCLUSIVE, 50 THROUGH 53 INCLUSIVE, AND OVER THE ENTIRE OPEN SPACE LOTS 133 THROUGH 136, INCLUSIVE, OF THE LANDSCAPE AND MAINTENANCE EASEMENTS ARE HEREBY ACCEPTED AS PART OF THE LANDSCAPE AND MAINTENANCE DISTRICT MAINTAINED SYSTEM, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

CITY: PERRIS, CALIFORNIA

MAYOR: _____, DATE: _____
MICHAEL M. VARGAS
MAYOR OF THE CITY OF PERRIS

ATTEST: _____, DATE: _____
CITY CLERK

W.O. 2021-0258

SEC. 28, T. 4S., R. 3 W., S.B.M.

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

SHEET 2 OF 5 SHEETS

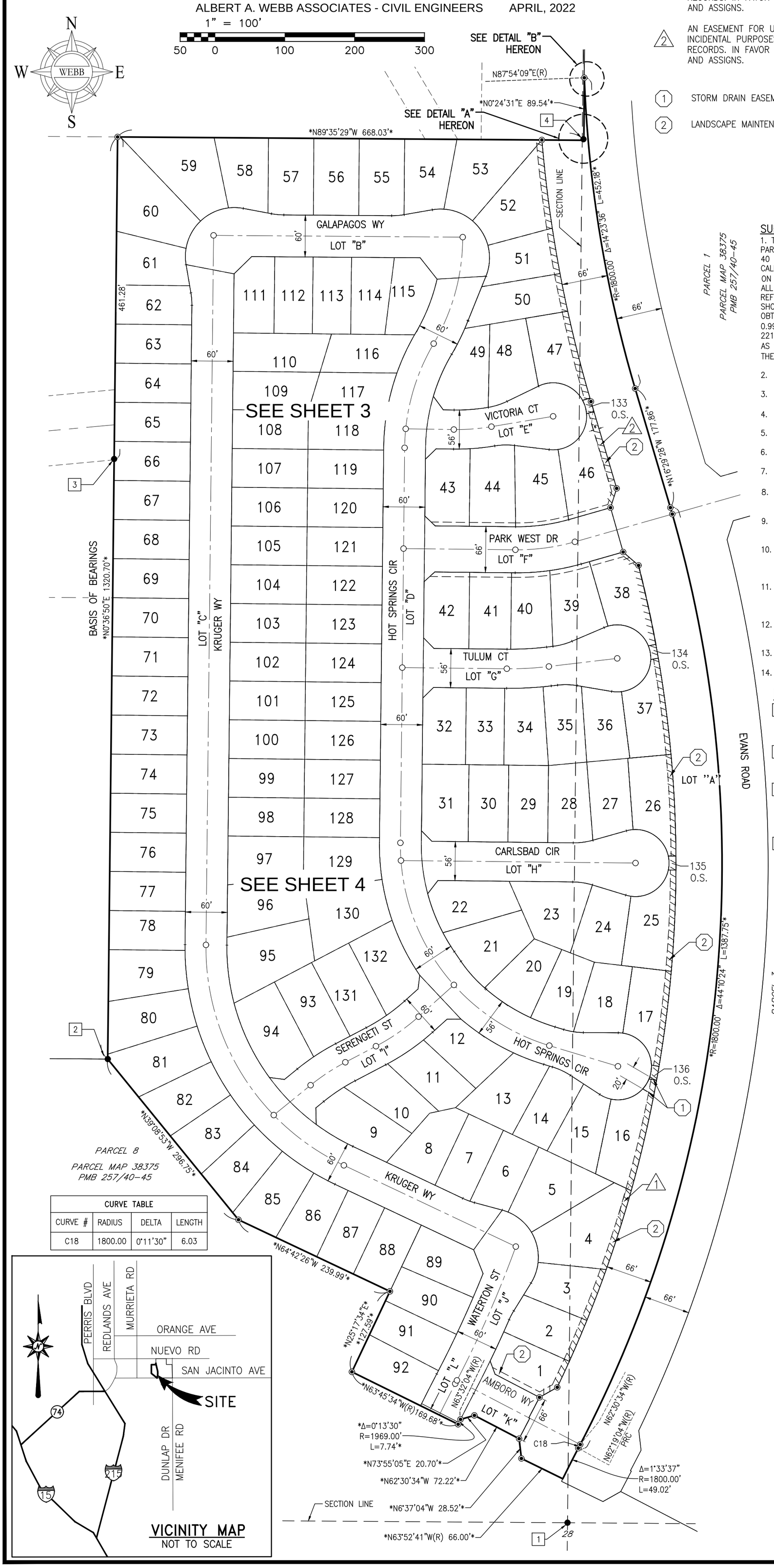
TRACT MAP NO. 31157

BEING A SUBDIVISION OF PARCEL 4 AND LOT "P" OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2022

1" = 100'

50 0 100 200 300



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C18	1800.00	0°11'30"	6.03

VICINITY MAP
NOT TO SCALE

EASEMENT NOTES

AN EASEMENT FOR AVIGATION AND INCIDENTAL PURPOSES, RECORDED JANUARY 24, 2024 AS DOCUMENT NO. 2024-0021574, OFFICIAL RECORDS, IN FAVOR OF MIPAA, A CALIFORNIA AIRPORT AUTHORITY. (BLANKET EASEMENT)

△1 AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS AND INCIDENTAL PURPOSES, RECORDED JULY 31, 2025 AS INSTRUMENT NO. 2025-0234663 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS.

△2 AN EASEMENT FOR UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEMS INCIDENTAL PURPOSES, RECORDED JULY 31, 2025 AS INSTRUMENT NO. 2025-0234675 OF OFFICIAL RECORDS. IN FAVOR OF: SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION, ITS SUCCESSORS AND ASSIGNS.

(1) STORM DRAIN EASEMENT DEDICATED HEREON.

(2) LANDSCAPE MAINTENANCE EASEMENT DEDICATED HEREON

SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE WESTERLY LINE OF PARCEL 4 OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, PART OF THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "BILL", "CNPP", AND "MLFP" NAD 83(NSRS2010) AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.9999178096. CALCULATIONS ARE MADE AT POINT #1 WITH COORDINATES OF: N: 2217757.726, E: 6268362.480, USING AN ELEVATION OF 1415.09 FEET. AS SHOWN ON PARCEL MAP 38375 PER PMB 257/40-45. THE CONVERGENCE ANGLE AT POINT #1 IS -00°31'48.82".
2. ● INDICATES FOUND MONUMENT AS NOTED.
3. ○ INDICATES SET 1" I.P. TAGGED LS 9329, FLUSH.
4. ◉ INDICATES 1" IP TAGGED LS 7673 TO BE SET PER PM 38375 PMB 257/40-45.
5. □ INDICATES SET STEEL PIN WITH TAG LS 9329 ON TOP OF CURB.
6. * * INDICATES RECORD & MEASURED DATA PER PARCEL MAP 38375 PMB 257/40-45.
7. TOTAL GROSS AREA OF THE TRACT IS 31.04 AC.
8. SET 1" I.P. TAGGED LS 9329 FLUSH, AT ALL REAR LOT CORNERS AND ANGLE POINTS IN SUBDIVISION BOUNDARY.
9. SET NAIL AND TAG LS 9329 ON TOP OF REAR BLOCK WALL IN LIEU OF 1" I.P. AT REAR LOT CORNERS, WHERE REAR CONCRETE BLOCK WALLS EXIST.
10. SET NAIL AND TAG "LS 9329" ON TOP OF CURB AT AN OFFSET DISTANCE OF 9.75' MEASURED RADIAL OR PERPENDICULAR FROM THE ROW TO THE CURB AT ALL ROW BC'S, EC'S, PCC'S, PRC'S AND CORNER CUTBACKS.
11. SET NAIL AND TAG "LS 9329" ON TOP OF CURB AT THE PROJECTION OF THE SIDE LOT LINES TO THEIR INTERSECTION WITH A LINE LOCATED AT AN OFFSET DISTANCE OF 9.75' FROM THE FRONT PROPERTY LINES, UNLESS OTHERWISE NOTED.
12. ALL MONUMENTS SHOWN AS "SET" ARE SET IN ACCORDANCE WITH COUNTY ORDINANCE 461.21 AND THE MONUMENTATION AGREEMENT FOR THIS MAP.
13. ////////// INDICATES RESTRICTED VEHICLE ACCESS.
14. C.C. & R'S RECORDED __-__-__ AS INST. NO. _____-_____ O.R.

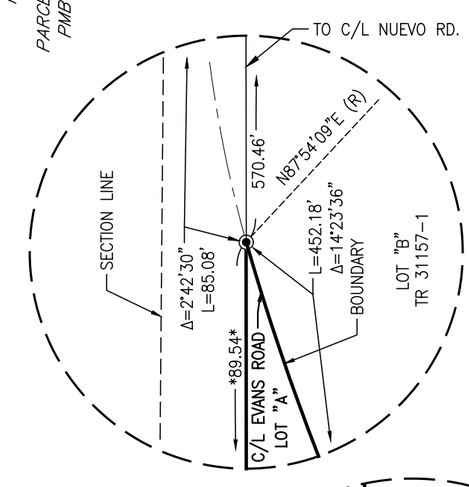
MONUMENT NOTES

[1] FD. 1" IP W/ N&T, LS 4230, DN. 1.00' NO REFERENCE; ACCEPTED AS CENTER-SECTION COR. SEC. 28.

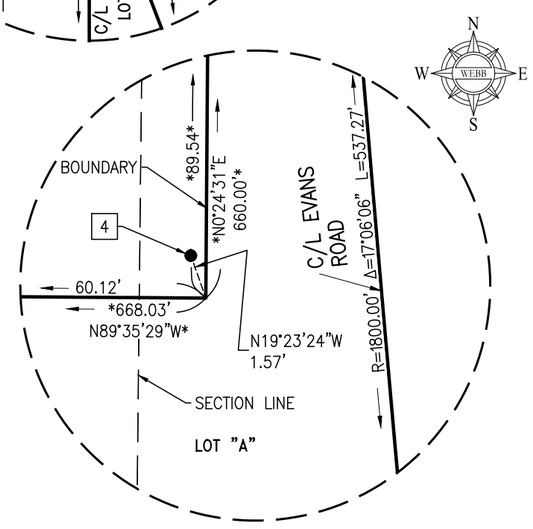
[2] FD. 1" IP W/ PP, LS 8136, DN. 0.3' PER RS 139/21, ACCEPTED AS PROP. COR.

[3] FD. 1" IP W/ PP, LS 8136, DN. 0.3' PER RS 139/21; N00°36'50"E 1.25' FROM RAILROAD R/W; HELD FOR EAST LINE, WEST 20 ACRE GOV'T LOT 1

[4] FD. 1 1/4" IP W/ N&T, LS 3035, FLUSH PER RS 139/21; N19°23'24"W 1.57' FROM PROP. COR. IN LIEU OF 1.72' EAST OF THE LINE PER R.S. 139/21.



DETAIL "B"
SCALE 1"=5'



DETAIL "A"
SCALE 1"=5'

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

TRACT MAP NO. 31157

BEING A SUBDIVISION OF PARCEL 4 AND LOT "P" OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2022

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C1	470.00	7°21'55"	60.42
C2	48.00	212°37'22"	178.13
C4	300.00	10°43'58"	56.20
C5	300.00	5°11'49"	27.21
C6	100.00	0°38'19"	1.11
C7	1800.00	1°53'11"	59.26
C8	300.00	12°52'07"	67.38
C13	328.00	10°20'34"	59.21
C14	330.00	9°11'15"	52.92
C15	300.00	10°20'32"	54.15
C16	330.00	1°59'37"	11.48
C60	1800.00	0°18'34"	9.73
C61	270.00	15°55'47"	75.07

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C64	270.00	14°00'00"	65.97
C89	272.00	10°20'32"	49.10
C105	48.00	212°37'22"	178.13
C106	442.00	7°21'55"	56.82
C107	498.00	7°21'55"	64.02
C109	300.00	16°29'01"	86.31
C110	267.00	16°29'01"	76.81
C111	261.50	16°29'01"	75.23
C112	339.50	16°29'01"	97.67
C113	333.00	16°29'01"	95.80
C114	333.00	8°34'22"	49.82
C115	333.00	7°54'39"	45.98

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N89°11'07"W	68.94'
L2	N21°59'41"E	68.10'
L4	N15°52'11"W	33.00'
L5	N15°52'11"W	33.00'
L6	N74°07'49"E	0.03'
L9	N79°07'30"W	70.01'
L10	N86°36'58"E	70.16'
L11	N00°36'50"E	86.00'
L12	N00°36'50"E	94.00'
L31	N00°36'50"E	15.98'
L62	N09°37'23"W	41.04'
L64	N80°26'24"W	50.00'
L65	N46°21'40"W	20.52'
L66	N16°54'47"E	19.49'
L67	N74°07'49"E	59.93'
L68	N47°35'19"E	20.52'
L69	N74°07'49"E	61.73'
L70	N53°11'01"W	27.37'

1" = 60'

30 0 60 120 180

SEE SHEET 4

SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, SURVEYOR'S NOTES AND BASIS OF BEARINGS DETAIL

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

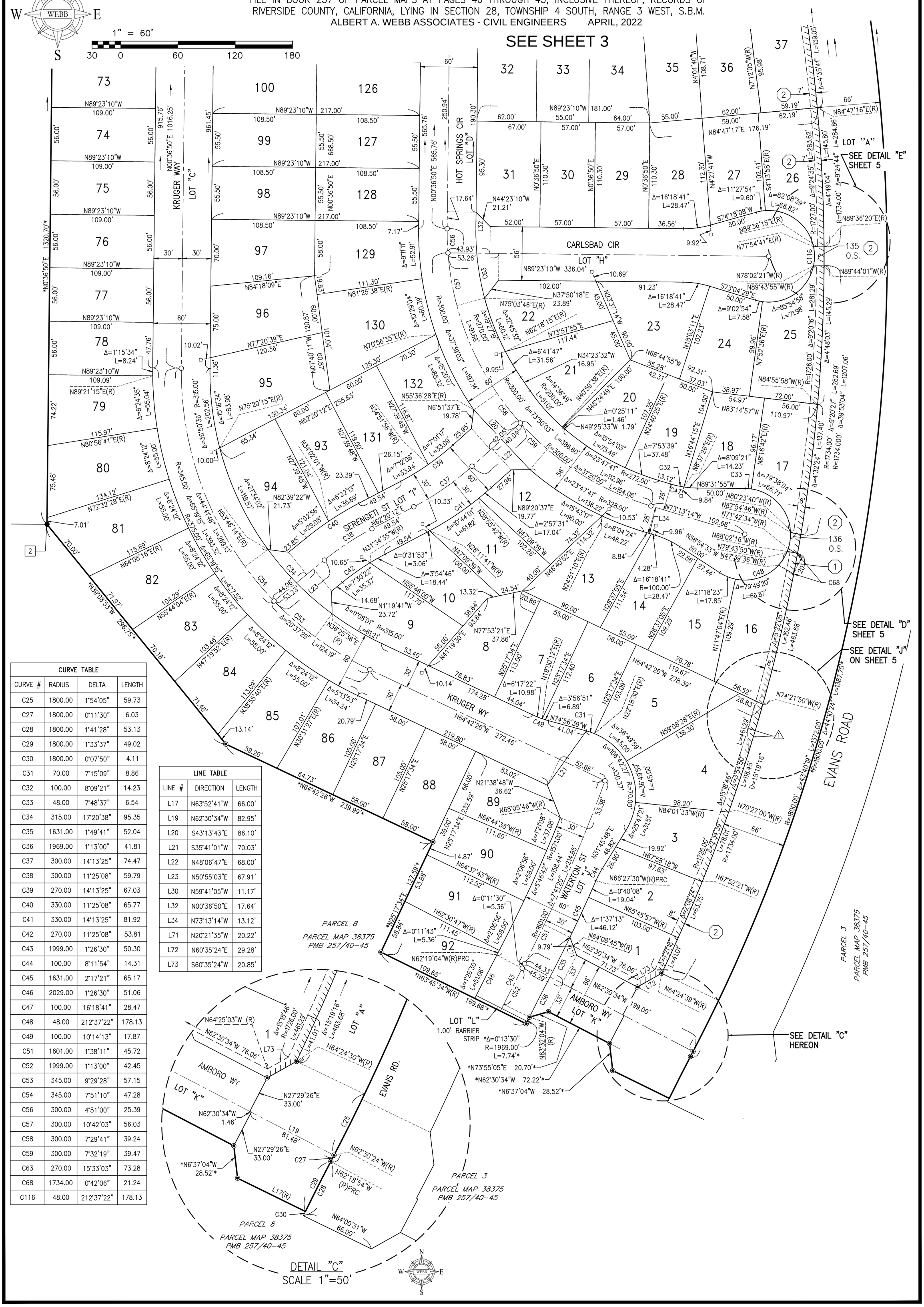
TRACT MAP NO. 31157

BEING A SUBDIVISION OF PARCEL 4 AND LOT "P" OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2022

SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, SURVEYOR'S NOTES AND BASIS OF BEARINGS DETAIL

1" = 60'



CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C25	1800.00	1°54'05"	59.73
C27	1800.00	0°11'30"	6.03
C28	1800.00	1°41'28"	53.13
C29	1800.00	1°33'37"	49.02
C30	1800.00	0°07'50"	4.11
C31	70.00	7°15'09"	8.86
C32	100.00	8°09'21"	14.23
C33	48.00	7°48'37"	6.54
C34	315.00	17°20'38"	95.35
C35	1631.00	1°49'41"	52.04
C36	1969.00	1°13'00"	41.81
C37	300.00	14°13'25"	74.47
C38	300.00	11°25'08"	59.79
C39	270.00	14°13'25"	67.03
C40	330.00	11°25'08"	65.77
C41	330.00	14°13'25"	81.92
C42	270.00	11°25'08"	53.81
C43	1999.00	1°26'30"	50.30
C44	100.00	8°11'54"	14.31
C45	1631.00	2°17'21"	65.17
C46	2029.00	1°26'30"	51.06
C47	100.00	16°18'41"	28.47
C48	48.00	212°37'22"	178.13
C49	100.00	10°14'13"	17.87
C51	1601.00	1°38'11"	45.72
C52	1999.00	1°13'00"	42.45
C53	345.00	9°29'28"	57.15
C54	345.00	7°51'10"	47.28
C56	300.00	4°51'00"	25.39
C57	300.00	10°42'03"	56.03
C58	300.00	7°29'41"	39.24
C59	300.00	7°32'19"	39.47
C63	270.00	15°33'03"	73.28
C68	1734.00	0°42'06"	21.24
C116	48.00	212°37'22"	178.13

LINE TABLE		
LINE #	DIRECTION	LENGTH
L17	N63°52'41"W	66.00'
L19	N62°30'34"W	82.95'
L20	S43°13'43"E	86.10'
L21	S35°41'01"W	70.03'
L22	N48°06'47"E	68.00'
L23	N50°55'03"E	67.91'
L30	N59°41'05"W	11.17'
L32	N00°36'50"E	17.64'
L34	N73°13'14"W	13.12'
L71	N20°21'35"W	20.22'
L72	N60°35'24"E	29.28'
L73	S60°35'24"W	20.85'

DETAIL "C"
SCALE 1"=50'

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

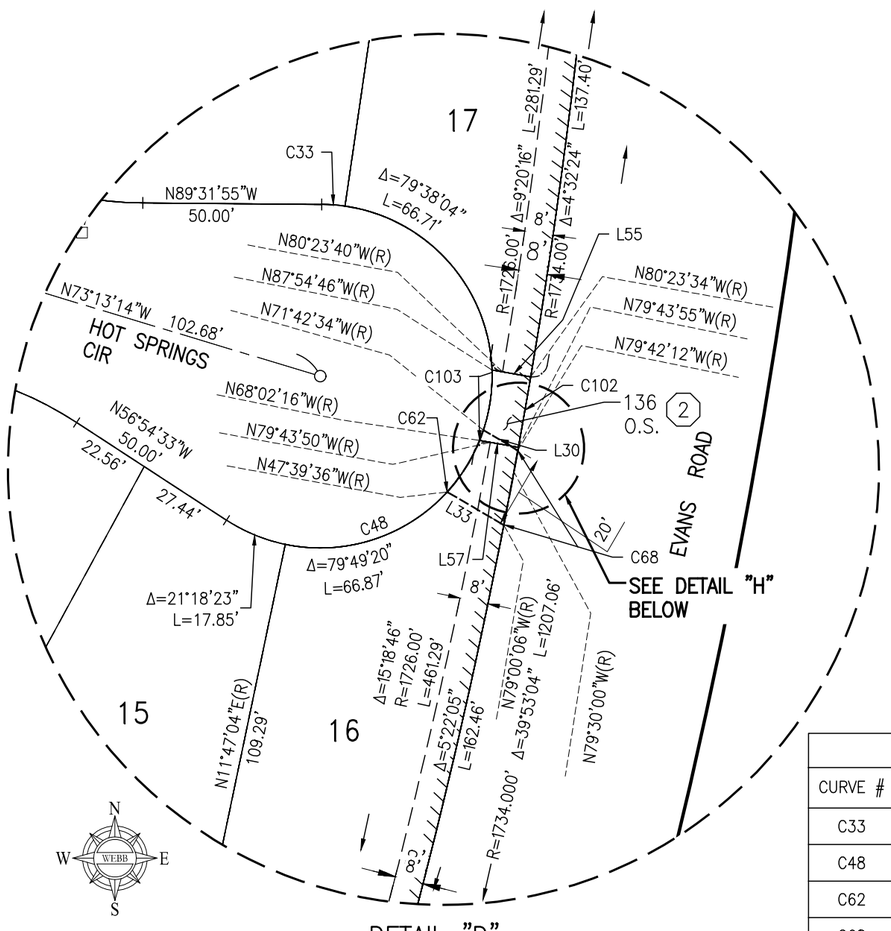
TRACT MAP NO. 31157

BEING A SUBDIVISION OF PARCEL 4 AND LOT "P" OF PARCEL MAP 38375, AS SHOWN BY MAP ON FILE IN BOOK 257 OF PARCEL MAPS AT PAGES 40 THROUGH 45, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING IN SECTION 28, TOWNSHIP 4 SOUTH, RANGE 3 WEST, S.B.M.

ALBERT A. WEBB ASSOCIATES - CIVIL ENGINEERS APRIL, 2022

SEE SHEET 2 FOR MONUMENT NOTES, EASEMENT NOTES, SURVEYOR'S NOTES AND BASIS OF BEARINGS DETAIL

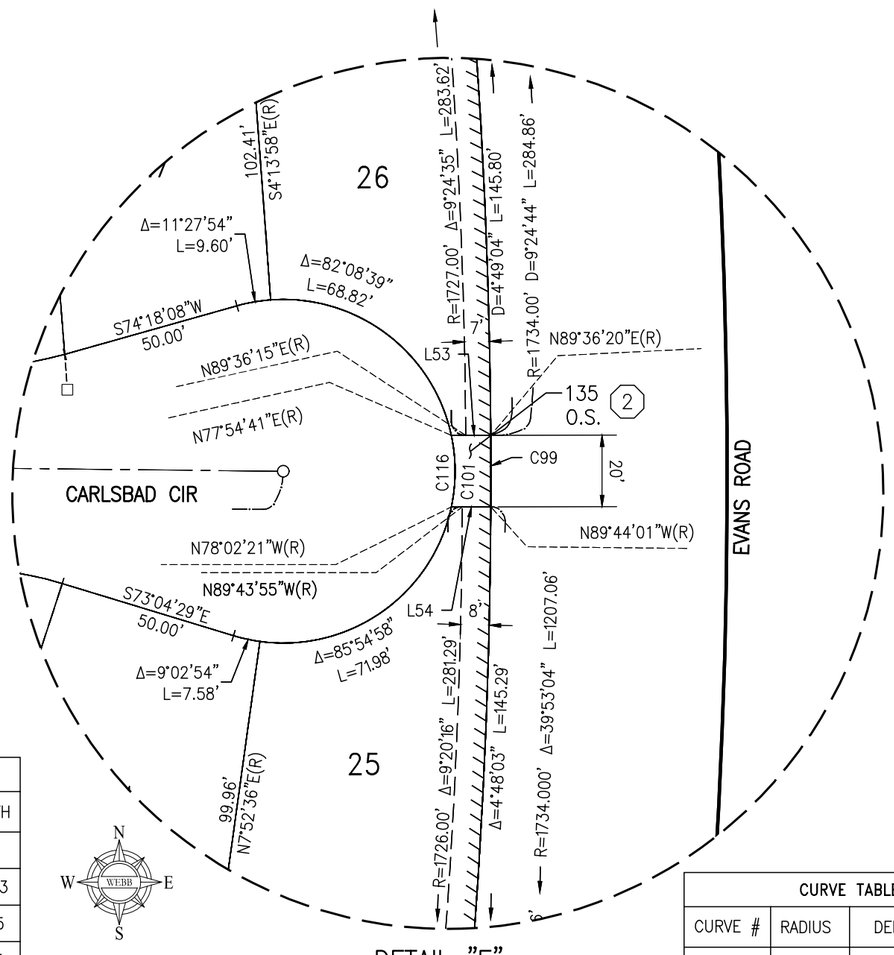
1" = 40'



DETAIL "D"
SCALE 1"=40'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C33	48.00	7°48'37"	6.54
C48	48.00	212°37'22"	178.13
C62	48.00	24°02'58"	20.15
C68	1734.00	0°42'06"	21.24
C102	1734.00	0°39'39"	20.00
C103	48.00	24°02'58"	20.15

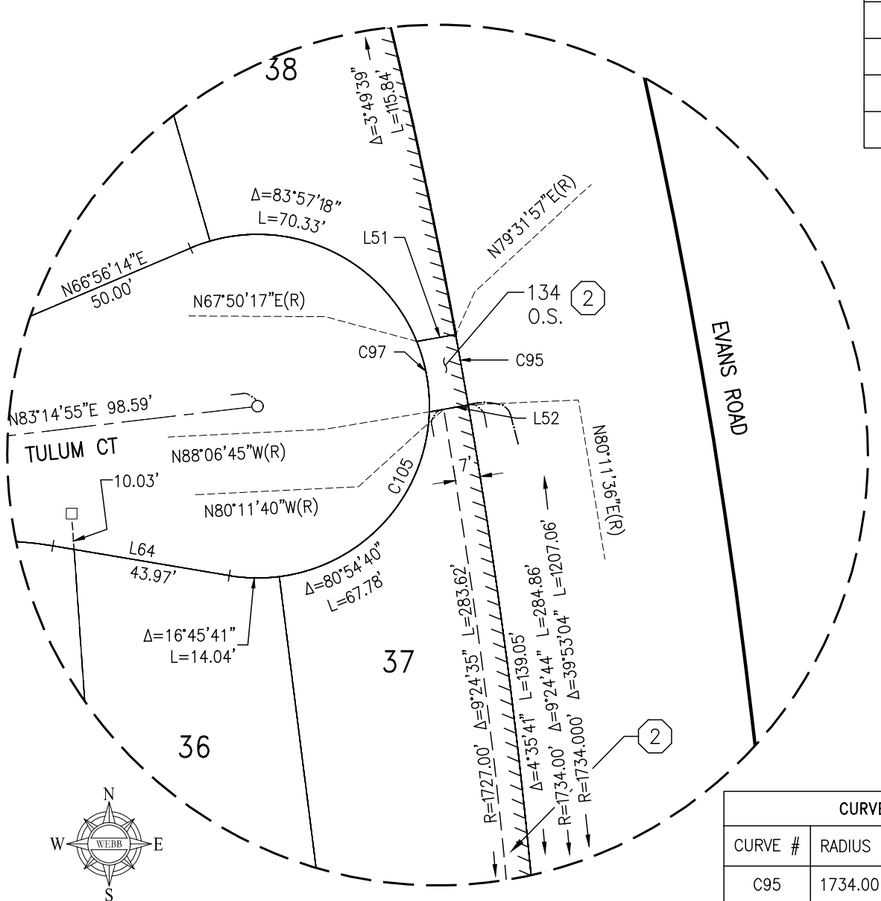
LINE TABLE		
LINE #	DIRECTION	LENGTH
L30	N59°41'05"W	11.17'
L33	N59°41'05"W	18.32'
L55	N80°03'45"W	11.02'
L57	N80°03'45"W	11.02'



DETAIL "E"
SCALE 1"=40'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C99	1734.00	0°39'39"	20.00
C101	48.00	24°02'58"	20.15

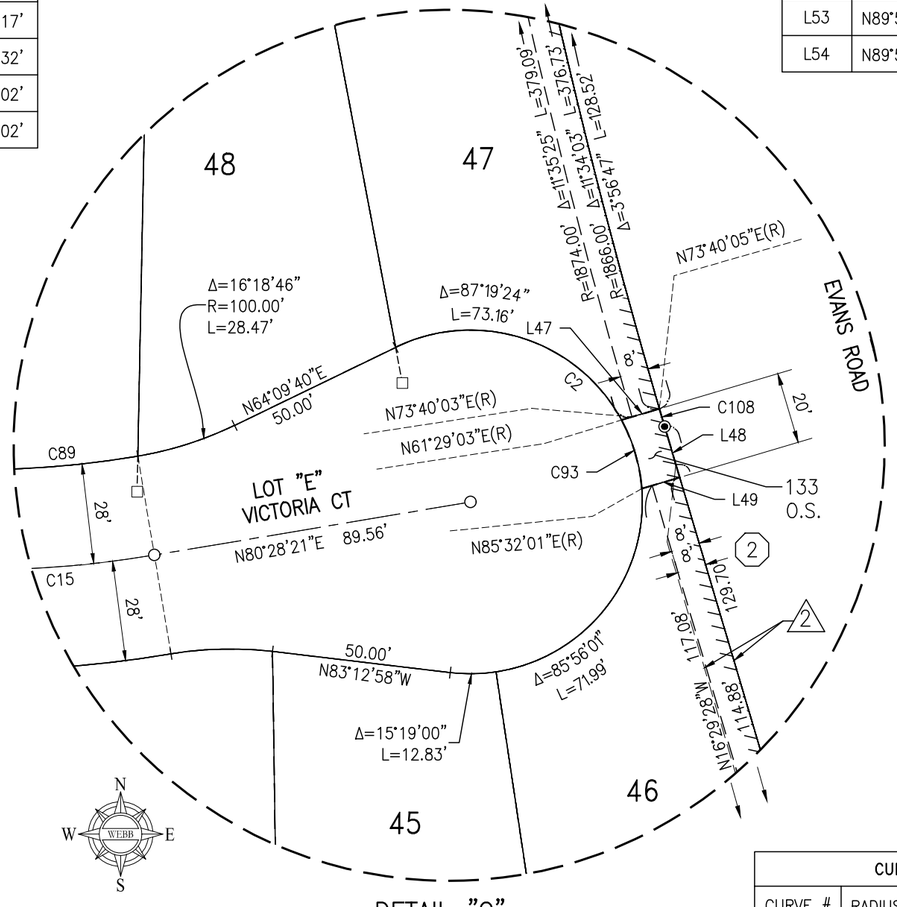
LINE TABLE		
LINE #	DIRECTION	LENGTH
L53	N89°56'10"E	11.02'
L54	N89°56'10"E	11.02'



DETAIL "F"
SCALE 1"=40'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C95	1734.00	0°39'39"	20.00
C97	48.00	24°02'58"	20.15

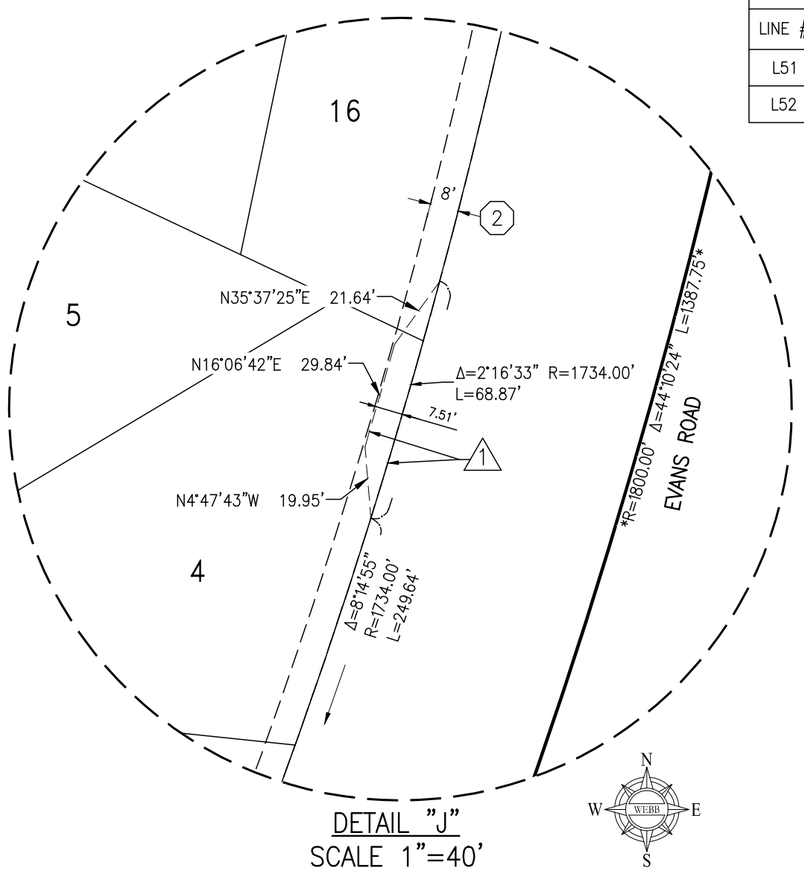
LINE TABLE		
LINE #	DIRECTION	LENGTH
L51	N79°51'46"E	11.02'
L52	N79°51'46"E	11.02'



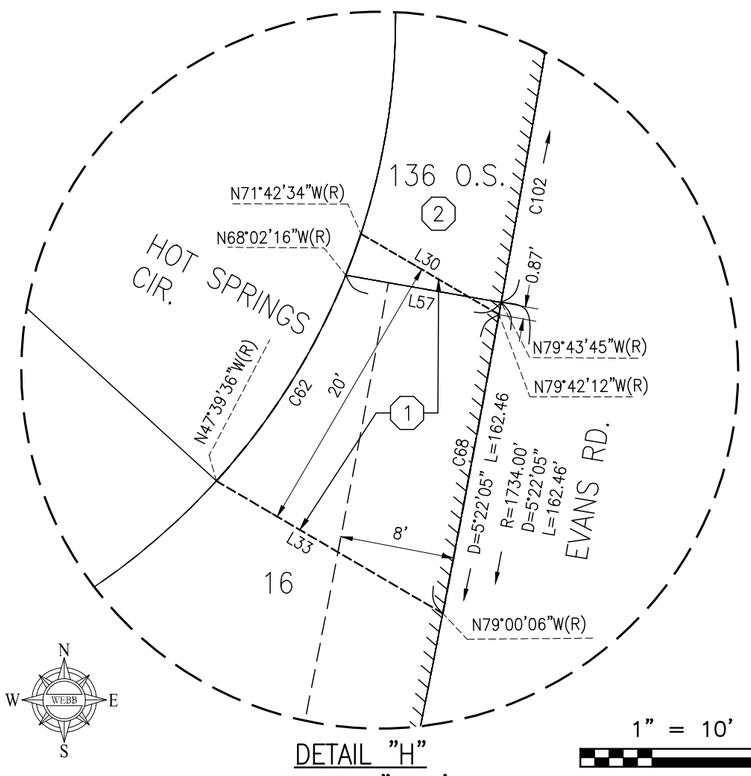
DETAIL "G"
SCALE 1"=40'

CURVE TABLE			
CURVE #	RADIUS	DELTA	LENGTH
C2	48.00	212°37'22"	178.13
C15	300.00	10°20'32"	54.15
C89	272.00	10°20'32"	49.10
C93	48.00	24°02'58"	20.15
C108	1866.00	0°09'33"	5.18
C116	48.00	212°37'22"	178.13

LINE TABLE		
LINE #	DIRECTION	LENGTH
L47	N73°30'32"E	11.06'
L48	N16°29'28"W	14.82'
L49	N73°30'32"E	11.05'



DETAIL "J"
SCALE 1"=40'



DETAIL "H"
SCALE 1"=10'

1" = 10'

ATTACHMENT 4

Subdivision Improvement Agreement for Final Tract Map No. 31157

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:
City of Perris
City Clerk's Office
101 N. "D" Street
Perris, CA 92570

EXEMPT FROM RECORDING FEE (Government Code Section 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SUBDIVISION IMPROVEMENT AGREEMENT

FINAL TRACT MAP NO.: 31157

A. PARTIES

This Subdivision Improvement Agreement for the completion of public improvements ("Agreement") is entered into as of this ___ of _____, ____ by and between the City of Perris, a California municipal corporation ("City") and Pulte Home Company, LLC a(n) ☐ individual, ☐ limited partnership, ☒ limited liability company, or ☐ corporation ("Developer") with its principal office located at 27401 Los Altos, Suite 400, Mission Viejo, CA 92691. City and Developer are sometimes hereinafter individually referred to as "Party," and collectively as the "Parties."

B. RECITALS

1. A Tentative Tract Map No. 31157 was conditionally approved on February 7, 2007.

2. Developer has not completed all of the work or made all of the public improvements required by the Subdivision Map Act (Government Code sections 66410 et seq.) ("Map Act"), the conditions of approval for Tentative Tract Map No. 31157, or ordinances, resolutions or policies of City requiring construction of improvements in conjunction with the subdivision of land.

3. Developer requests approval of a Final Map covering the area of Tentative Tract No. 31157 and bearing Final Tract No. 31157 ("Tract") prior to the construction and completion of the public improvements, appurtenant, or a part thereof of the Tract, which is legally described on Exhibit "A" attached hereto.

4. Pursuant to the Map Act and Section 18.24.030 of the City's Municipal Code, Developer and City enter into this Agreement for the timely construction and completion of the public improvements and the furnishing of the security therefor, acceptable to the City Engineer and City Attorney.

5. Developer's execution of this Agreement and the provision of the security are made in consideration of City's approval of the Final Map.

C. AGREEMENT TERMS

NOW, THEREFORE, it is agreed by and between the Parties hereto as follows:

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

2. Effectiveness: This Agreement shall not be effective unless and until all of the following conditions are satisfied: (a) Developer provides City with security of the type and in the amounts required by this Agreement; (b) the Agreement is executed and recorded in the Recorder's Office of the County of Riverside; (c) the City Council of the City of Perris ("City Council") approves the Final Map for the Tract; and (d) the Final Map is recorded in the Recorder's Office of the County of Riverside. If the above described conditions are not satisfied, this Agreement shall automatically terminate without need of further action by either City or Developer, and Developer may not thereafter record the Final Map for the Tract.

3. Public Improvements: Developer shall construct or cause to be constructed at its own cost, expense, and liability, all improvements on and in conjunction with the Tract required by City, including all matters required by the City Planning Commission, City Council, and City Engineer during the process leading up to approval of the Tract. Public improvements include, but are not limited to, all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights and all other required facilities as a condition of development (collectively the "Improvements"), and as shown in detail on the plans, profiles, and specifications which have been prepared by or on behalf of Developer for the Tract and are incorporated herein by reference and made a part hereof. The Improvements are described in summary in Exhibit "B," attached hereto and incorporated herein by this reference. Construction of the Improvements shall include any transitions and/or other incidental work deemed necessary for drainage or public safety and to provide complete, in place, fully functional Improvements satisfactory to the City.

   Developer shall be responsible for the replacement, relocation, or removal of any component of any dry or wet utilities in conflict with the construction or installation of the Improvements. Such replacement, relocation, or removal shall be performed to the complete satisfaction of the City Engineer and the owner of such utilities. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary or required by City to fully and adequately complete the Improvements. Developer also agrees to proceed with construction of all Improvements in a continuous and good faith manner.

   Developer agrees that all Improvements shall be constructed and completed in accordance with City standards as determined by the City Engineer, with any applicable conditions, and with the provisions of this Agreement. In the event of any dispute, the good faith judgement of the City Engineer shall be final and binding upon the parties.

a) Prior Partial Construction of Improvements: Where construction of any Improvements has been partially completed prior to this Agreement, Developer agrees to complete such Improvements or assure their completion in accordance with this Agreement.

b) Existing Improvements: Developer shall protect in place existing Improvements and facilities peripheral to the Tract and Tract Improvements previously accepted by City notwithstanding the warranty and guarantee period, including but not limited to, structures, fences, roads, sidewalks, paving, curbs, gutters, water facilities, sewer facilities, drainage facilities and utilities that do not require demolition, removal, relocation, or replacement in accordance with the approved plans and specifications. Developer shall repair, restore or replace, or cause to be repaired, restored or replaced damages to any Improvements or facilities resulting from Developer's operations at its own cost, expense, and liability. It shall be the sole responsibility of Developer to determine the exact location and depth or height of all existing facilities. Repair, restoration or replacement of Improvements shall be of equal or greater quality and appearance to that of the existing condition and to the satisfaction of the City Engineer. Methods to repair, restore, or replace the damages shall be approved by the City Engineer prior to commencement of work.

c) Permits; Compliance; Utility Statements: Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of Improvements and performance of Developer's obligations under this Agreement. Developer shall comply with all ordinances and regulations of City. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. Prior to commencing any work, Developer shall file a written statement with the City Engineer, signed by Developer and each utility which will provide utility service to the Tract, attesting that Developer has made all deposits legally required by the utility for the extension and provision of utility service to the property. Developer shall perform all other acts required pursuant to this Agreement, any permits, and other entities having jurisdiction.

d) Approved Plans and Specifications: Developer is prohibited from commencing work on any Improvement until all plans and specifications for such Improvement have been submitted to, and approved by the City Engineer. Approval by the City Engineer shall not relieve Developer from ensuring that all Improvements conform with all other requirements and standards set forth in this Agreement.

e) Compliance with Laws and Codes: The construction plans and specifications for the Improvements shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. Improvements shall be completed in accordance with all approved maps, plans, specifications, standard drawings, and special amendments thereto on file with City, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced. Improvements shall be constructed to the satisfaction of the City.

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

g) Alterations to Improvements: The summary of the Improvements in Exhibit "B" is understood to be only a general designation of the work and Improvements to be constructed, and not a binding description thereof. All work shall be done and Improvements made and completed as shown on approved plans and specifications, and any subsequent alterations thereto. If during the course of construction and installation of the Improvements it is determined that the public interest requires alterations in the Improvements, Developer shall undertake such design and construction changes as may be reasonably required by City. Any and all alterations in the plans and specifications and Improvements may be accomplished without giving prior notice thereof to Developer's surety for this Agreement.

4. Maintenance of Improvements: City shall not be responsible or liable for the maintenance or care of the Improvements until they are approved by City and accepted by the City Council. City shall exercise no control over the Improvements until accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work. If Developer fails to do so, Developer shall perform such maintenance work when notified to do so by City within fifteen (15) days of the date of the notice. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance by City.

5. Grading: Developer shall have an approved Grading Plan for the Tract and a Grading Permit issued by City prior to commencement of any land disturbance activities. Developer agrees that any and all grading done or to be done in conjunction with construction of the Improvements or development of the Tract shall conform to all federal, state, and local laws, ordinances, regulations, and other requirements, including City's grading regulations,

any protected plant regulations, and the State Water Resources Control Board Construction General Permit regulations. In order to prevent damage to the Improvements by improper drainage or other hazards, the grading shall be completed in accordance with the Construction Schedule for completion of the Improvements established by this Agreement, and prior to City's approval and acceptance of the Improvements and release of the Security as set forth herein.

6. Construction Schedule: Unless extended pursuant to this section of this Agreement, Developer shall fully and adequately complete or have completed the Improvements within one (1) year following approval of the Final Map.

   a) Extensions: City may, in its sole and absolute discretion, provide Developer with additional time within which to complete the Improvements. It is understood that by providing the security required under this Agreement, Developer and its surety consent in advance to any extension of time as may be given by City to Developer, and waives any and all right to notice of such extension(s). Developer's acceptance of an extension of time granted by City shall constitute a waiver by Developer and its surety of all defenses of laches, estoppel, statutes of limitations, and other limitations of action in any action or proceeding filed by City following the date on which the Improvements were to have been completed hereunder. In addition, as consideration for granting such extension to Developer, City reserves the right to review the provisions of this Agreement, including, but not limited to, the construction standards, the cost estimates established by City, the sufficiency of Improvement security provided by Developer, and to require adjustments thereto when warranted according to City's discretion.

   b) Accrual of Limitations Period: Upon written notification to Developer of breach or default of this Agreement, any limitations period provided by law related to breach of this Agreement or the terms thereof shall not accrue until Developer has provided the City Engineer with written notice of Developer's intent to abandon or otherwise not complete required or agreed upon Improvements.

7. Fees and Charges: Developer shall, at its sole cost, expense, and liability, pay all fees, charges, and taxes arising out of construction of the Improvements, including, but not limited to, all plan check, design review, engineering, inspection, and other service fees, and any impact or connection fees established by City ordinance, resolution, regulation, or policy, or as established by City relative to the Tract.

8. Default; Notice; Remedies: No action by City pursuant to this Agreement shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively, and City may pursue inconsistent remedies. City may institute an action for damages, injunctive relief, or specific performance. No election of remedies shall be binding upon City.

   a) Notice: If Developer neglects, refuses, or fails to fulfill, timely complete, or improperly completes any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law, ordinance, regulation, code,

standard, or other requirement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation ("Notice"). Developer shall substantially commence the work required to remedy the default or violation within fifteen (15) days of the date of Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of Improvements and all other administrative costs expenses as provided for in Section 9 of this Agreement. Upon the occurrence of, but not limited to any of the following events, the Developer shall be deemed to be in default under this Agreement:

i. Subject to any time extensions granted in accordance with Section 6, failure to complete construction and installation of the Improvements by the completion date of one (1) year after City Council approval of the Tract;

ii. Failure to promptly correct or cure any defect in the Improvements, including those found during the one-year guarantee and warranty period as required by Section 11 or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion, in each instance following receipt by Developer of written notice that such defect exists;

iii. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of thirty (30) days;

iv. Commencement of a foreclosure action against the Tract or any portion thereof, or any conveyance by the Developer in lieu or in avoidance of foreclosure;

v. Failure to renew security instruments; or

vi. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after receipt by Developer of written notice thereof from the City.

b) Failure to Remedy; City Action: If the work required to remedy the noticed default or violation is not commenced and diligently prosecuted to completion satisfactory to City within the time frame contained in the Notice, City may:

i. Prohibit further development of the Tract or withhold approvals, the issuance of building or other permits, establishment of utility service, final inspection or occupancy of any buildings on the Tract;

ii. Complete all remaining work, arrange for the completion of all remaining work, and/or conduct such remedial activity as in its sole and absolute discretion it believes

is required to remedy the default or violation. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any, or none of the required or agreed upon Improvements at the time of City's demand for performance. In the event City elects to complete or arrange for completion of the remaining work and Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City;

iii. Collect from Developer the reasonable value of the work and Improvements not performed and completed by Developer to be measured by the anticipated costs and expenses of completing the same; or

iv. Proceed under remedy (a) for a portion of the work and Improvements and for the remainder, pursue remedy (b).

Notwithstanding the foregoing, if conditions precedent for reversion to acreage can be met and if the interests of City will not be prejudiced thereby, City may also process a reversion to acreage and thereafter recover from Developer or its surety the full cost and expense incurred.

9. Administrative Costs: If Developer fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if Developer fails to comply with any other obligation contained herein, in addition to the face amount specified in any security provided by Developer, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable attorney's fees and costs, incurred in obtaining compliance with this Agreement, or in processing any legal action, or for any other remedies permitted by law.

10. Acceptance of Improvements; As-Builts: If the Improvements are properly completed by Developer and approved by the City Engineer, and if the Improvements comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements, the City Council shall be authorized to accept the Improvements. The City Council may, in its sole and absolute discretion, accept fully completed portions of the Improvements prior to such time as all of the Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Improvements within the time required by this Agreement. Upon the total or partial acceptance of the Improvements by City, a notice of completion for the accepted Improvements shall be filed with the Recorder's Office of the County of Riverside, at which time the accepted Improvements shall become the sole and exclusive property of City without payment therefor. Completion of final inspection or issuance of occupancy permits by City for any buildings or structures located in the Tract shall not be construed in any manner to constitute City's acceptance or approval of any Improvements. Notwithstanding the foregoing, City may not accept any Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City Engineer for all such

Improvements. The drawings shall be certified and shall reflect the condition of the Improvements as constructed, with all changes incorporated therein.

11. Warranty and Guarantee: Developer hereby warrants and guarantees all Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Tract in a vigorous and thriving condition reasonably acceptable to City, for a period of one (1) year following completion of the work and acceptance by City Council ("Warranty Period"). Acceptance of any Improvements by City shall not constitute an acknowledgment by City that the same are properly done or performed, except as to any items or matters readily apparent from an inspection thereof. Except as to such matters so readily apparent from an inspection, Developer shall repair any defects that occur in the Improvements within a one (1) year period following acceptance by City Council. During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the current ordinances, resolutions, regulations, codes, standards, or other requirements of City, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, Developer and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following City's acceptance of the repaired, replaced, or reconstructed Improvements. Nothing herein shall relieve Developer from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any Improvement following expiration of the Warranty Period or any extension thereof. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

12. Security: Upon Developer's execution of this Agreement, Developer shall provide City with security to ensure faithful performance of all the provisions set forth in this Agreement, City ordinances, the Map Act and any and all other applicable rules and regulations. Subject to the approval of the City, Developer shall have the option to provide security in the form of a surety bond; cash deposit with the City; an instrument of credit or letter of credit; or combination thereof in the amounts and under the terms set forth below ("Security"). The amount of Security shall be based on the City Engineer's or a designated licensed engineer's (upon review and approval by the City Engineer) approximation of the actual cost to construct the Improvements, including the replacement cost for all landscaping ("Estimated Cost"). If City determines, in its sole and absolute discretion, that the Estimated Costs have changed, Developer shall adjust the Security in the amount requested by City. Developer's compliance with this provision shall in no way limit or modify Developer's indemnification obligation provided in Section 17 of this Agreement. The Security shall be payable to the City upon default of this Agreement. Institutions providing Security on behalf of Developer shall hereinafter be referred to as "Surety." All Security shall be issued on the form provided by the City, or one similar in nature approved by the City. The Developer and its Surety stipulate and agree that no change, extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for the Improvements shall in any way affect its obligation under the Security.

13. Security Instruments: Security instruments shall be valid for the life of this Agreement and any subsequent extensions, and shall not terminate or expire until all the obligations under this Agreement are fully satisfied. Developer and its Surety stipulate and agree that no extension of time, alteration, or addition to the terms of this Agreement, Improvements, or the plans and specifications for Improvements shall in any way affect its obligation under the Security. Payment obligations under any Security instruments shall exist at all times for the duration of this Agreement, litigation shall be required to be instituted and maintained in the County of Riverside, State of California, and Security instruments shall so provide for such. Each Security instrument shall at minimum survive for one (1) year after the completion of the Improvements as evidenced by the acceptance of the Improvements by the City. Each Security instrument shall provide that changes may be made to the Improvements pursuant to the terms of this Agreement without notice to any Surety (for bonds and letters of credit) and without affecting the obligations under such Security instrument.

a) Bonds: Bonds shall be issued by one or more duly authorized corporate sureties. The Surety for any surety bonds provided as Security shall have a current A.M. Best's rating or Key Rating of no less than A: VIII, shall be licensed to do business in the State of California, and shall be satisfactory to City. As part of the obligation secured by the Security and in addition to the face amount of the Security, the Developer or its Surety shall secure the costs and reasonable expenses and fees, including reasonable attorney's fees and costs, incurred by City in enforcing the obligations of this Agreement. Developer and Surety shall keep bonds active and Developer shall continue to pay bond premiums until such time that written notification from the City is received by Surety releasing the bonds. Developer shall be capable of providing evidence of active bond coverage at all times during the term of this Agreement.

b) Instrument of Credit/Letter of Credit: All instruments of credit or letters of credit shall be irrevocable and issued by one or more Sureties which are financial institutions subject to regulation by the state or federal government acceptable to City. The Surety must be chartered in the United States, have a rating of B or above, or a number rating of 40 or above in the Bank Watch Thomas Ratings, maintain an office in the State of California, maintain an agent for service of process in the State of California, and otherwise do business in the State of California. The instrument of credit or letter of credit shall name the City as beneficiary, and shall be renewed automatically on an annual basis for the term of this Agreement, except upon written instructions executed by both Developer and City. The instrument of credit or letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing Surety, (ii) an affidavit executed by an authorized City representative stating that the Developer is in default under this Agreement, or (iii) the original letter of credit. The instrument of credit or letter of credit shall provide that sixty (60) days' prior written notice shall be given by Surety to the City Clerk and City Engineer of the pending non-renewal, if any, of the instrument of credit or letter of credit.

c) Cash Deposits: Cash deposits may be in the form of cash, cashier's check, or bank check issued by Developer. In the case of a bank check, the deposit shall not be deemed received until such time that the check clears Developer's bank. Cash deposits will be

placed in a separate City account and designated for this Agreement and Tract. Subsequent to default by Developer, City shall be entitled to unilaterally draw from cash deposits for use in the construction of all or a portion of the Improvements.

14. Required Security; Evidence of Security: The following Security shall be provided in consideration of City's approval of the Tract. Evidence of Security shall be provided on the forms set forth by City unless other forms are deemed acceptable by the City Engineer and City Attorney, and when such forms are completed to the satisfaction of City, the forms and evidence of the Security shall be incorporated herein by this reference.

    a) Performance Security: To guarantee the faithful installation and construction of the Improvements, to protect City if Developer is in default as set forth in Section 8 et seq. of this Agreement, and to secure Developer's one (1) year guarantee and warranty of the Improvements, including the maintenance of all landscaping in a vigorous and thriving condition, Developer shall provide City a Faithful Performance Security in the amounts set forth in Exhibit "C" which sum shall be not less than one hundred percent (100%) of the Estimated Cost. The City Manager may, in his/her sole and absolute discretion and upon recommendation of the City Engineer, authorize partial release of a portion, or portions of the Security provided under this section as Improvements are accepted by City, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract, and the total remaining security is not less than twenty-five percent (25%) of the Estimated Cost.

    b) Labor & Material Security: To secure payment to the contractors, subcontractors, laborers, material men, and other persons furnishing labor, materials, or equipment for installation and construction of the Improvements, Developer shall provide City a Labor and Materials Security in the amounts set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost. Security provided under this section may be released by written authorization of the City Manager after six (6) months from the date City accepts the final Improvements.

    c) Monument Security: To secure the setting of monuments and guarantee payment to the licensed engineer or surveyor for the setting of all monuments, including without limitation, subdivision boundaries, lot corners, and street centerline monuments for the Tract in compliance with the applicable provisions of the California Business and Professions Code Division 3, Chapter 15 and Section 18.24.080 of the City's Municipal Code (collectively the "Monuments"), Developer shall provide City a Monument Security in the amount set forth in Exhibit "C" which sum shall not be less than one hundred percent (100%) of the Estimated Cost for setting Monuments. Said Security may be released by written authorization from the City Manager, and City has received written acknowledgment of payment in full from the engineer or surveyor who set the Monuments, and City accepts the final Improvements to ensure Monuments have not been damaged during construction or other activities by Developer.

d) Warranty Security: To secure warranty of completed Improvements for a period of one (1) year following completion and acceptance by City Council thereof against any defective work, labor, or defective materials furnished, Developer shall provide City warranty Security in the amount set forth in Exhibit "C" which sum shall not be less than twenty-five percent (25%) of the Estimated Cost. Security provided under this section may be released at the end of the Warranty Period, or extension thereof as provided in Section 11 of this Agreement, by written authorization of the City Manager, provided that Developer is not in default on any provision of this Agreement or condition of approval for the Tract. The warranty Security shall be a condition precedent to the acceptance of Improvements hereunder as being complete and the subsequent release of any other Security.

15. Release of Security Instruments: City shall release the Faithful Performance Security and Labor and Materials Security when all of the following have occurred.

a) Upon written request thereof by Developer and provision of evidence of satisfaction of all other requirements in this Section;

b) Developer is current on all fees due to City for plan check services, permits, inspections, etc.;

c) all Improvements have been accepted by City Council;

d) Developer has delivered the warranty Security; and

e) if lien claims have been timely filed, City shall hold the Labor and Materials Security until such claims have been resolved or Developer has provided a statutory security, or otherwise as required by applicable law.

City shall release the warranty Security upon Developer's written request upon the expiration of the Warranty Period provided no claims are outstanding regarding defective work. All other Securities shall be released upon Developer's written request and confirmation that associated work has been completed to the satisfaction of the City.

16. Developer's Liability: No action of Developer shall be required for City to enforce its rights under any Security, and Developer agrees to cooperate with City to facilitate City's enforcement and to take no action to prevent City from such enforcement of any Security instrument. Notwithstanding the giving of any Security instrument or the subsequent expiration of any Security instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Developer shall be and remain personally liable for performance under this Agreement and for payment of the reasonable cost of the labor and materials for Improvements required to be constructed or installed hereby and shall, within ten (10) days after receipt of a written demand, deliver to City such substitute Security as City shall require satisfying the requirements in this Agreement.

17. Indemnification: Developer shall defend, indemnify, and hold harmless City, its elected officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons,

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

18. Insurance: Developer shall procure and maintain, and shall require its contractors and subcontractors to maintain at all times during construction of any Improvement during this Agreement, insurance of the types and in the amounts described below ("Required Insurance"). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. All Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least A-:VII.

    a) General Liability: Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $2,000,000 per occurrence, $4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. The Product and Completed Operations coverage under the policy shall extend a minimum of three (3) years after completion of the Improvements. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. The policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. The policy shall specifically provide for a duty to defend on the part of the insurer.

    b) Business Automobile Liability: Business Automobile liability insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities arising out of or in connection with work performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1,000,000 combined single limit for each accident.

c) Workers' Compensation: Worker's Compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than $1,000,000 per occurrence, at all times during which insured retains employees.

d) Builder's Risk Insurance: Developer shall maintain Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the Improvements and no coinsurance penalty provisions or provisional limit provisions. The policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Improvements; (4) ordinance or law coverage for contingent rebuilding, demolition, and increased costs of construction; (5) transit coverage (unless insured by the supplier or receiving contractor), with sub-limits sufficient to insure the full replacement value of any key equipment item; (6) ocean marine cargo coverage insuring any Improvements materials or supplies, if applicable; (7) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Improvements site or any staging area.

e) Pollution Liability Insurance. Developer shall maintain Environmental Impairment Liability insurance, written on a Contractor's Pollution Liability form or other form acceptable to City providing coverage for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this Agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Improvements site to the final disposal location, including non-owned disposal sites.

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

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

h) Certificates of Insurance: Developer and its contractors shall furnish City with original certificates of insurance and endorsements effecting coverage for the Required Insurance. City reserves the right to require complete, certified copies of all required insurance policies, at any time. Developer shall replace any certificate, policy, or endorsement which will expire prior to the term of this Agreement. All policies shall be endorsed to provide that the Required Insurance shall not be suspended, voided, reduced, canceled, or allowed to expire except on 30 days prior written notice to City or 10 days prior written notice to City in the event of nonpayment of insurance premium.

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

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

19. Agreement Term: This Agreement shall survive any time allotted for completion of Improvements and shall not expire until such time that all Improvements have been accepted by City and, where bonds or letters of credits are issued, all Securities related thereto have been released by written notification from City to the respective Surety that issued said Security. Where there exists a cash deposit, this Agreement will expire upon acceptance of the Improvements by City.

20. Relationship Between the Parties: The Parties hereby mutually agree that neither this Agreement, any map related to Tract Map No. 31157, nor any other related entitlement, permit, or approval issued by City for the Tract shall operate to create the relationship of partnership, joint venture, or agency between City and Developer. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Nothing herein shall be deemed to make Developer or its contractors an agent or contractor of City.

21. General Provisions:

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

b) References: Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. References to Developer shall include all

personnel, employees, agents, contractors and subcontractors of Developer, except as otherwise specified in this Agreement. References to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. References to City Manager shall include the City Manager or his/her designee. City Engineer shall include the City Engineer, his/her designee, and other authorized City representatives.

c) Notices: Depending upon the method of transmittal, notice shall be deemed received as follows: by email, as of the date and time sent; by facsimile, as of the date and time sent; by messenger, as of the date delivered; and by U.S. Mail, as of 72 hours after date of notice. All notices, demands, invoices, and written communications shall be in writing and delivered to the following addresses or such other addresses as the Parties may designate by written notice:

CITY:	**DEVELOPER:**
City of Perris City Clerk 101 N. "D" Street Perris, CA 92570	Pulte Home company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691

d) Amendment: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

e) Waiver: City's failure to insist upon strict compliance with any provision of this Agreement or to exercise any right or privilege provided herein; or City's failure to take an enforcement action with respect to a default, to declare a default or breach, or City's waiver of any breach of this Agreement shall not be construed as a waiver of prior default or breach, or any subsequent default or breach of the Developer and, shall not relieve Developer of any of its obligations under this Agreement, whether of the same or similar type. The foregoing shall be true whether City's actions are intentional or unintentional. Developer agrees to waive, as a defense, counterclaim or set off, any and all defects, irregularities or deficiencies in the authorization, execution or performance of Improvements or this Agreement, as well as the laws, rules, regulations, ordinances or resolutions of City with regards to the authorization, execution or performance of the Improvements or this Agreement.

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

condition to City's consent, any assignee shall be required to provide Security as required by this Agreement.

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

h) No Third Party Beneficiaries: There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

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

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

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

l) Recordation: This Agreement shall be recorded with the Riverside County Recorder's Office.

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

CITY OF PERRIS

_____

By: _____
Clara Miramontes, City Manager

ATTEST:
By: _____
Nancy Salazar, City Clerk

DEVELOPER

_____

By: _____

VP of Land Acquisition and Dev.
Title

Darren Warren
Print Name

By: _____

_____
Title

_____
Print Name

NOTE: **DEVELOPER'S SIGNATURES SHALL BE NOTARIZED AND AN APPROPRIATE NOTARY ACKNOWLEDGEMENT FORM MUST ACCOMPANY THIS SIGNATURE PAGE. CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY.**

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

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

State of California
County of Orange }

On 6.22.26 before me, Michelle A. Callirgos,
Date *Here Insert Name and Title of the Officer*

personally appeared Darren Warren
Name(s) of Signer(s)

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

MICHELLE A. CALLIRGOS
Notary Public - California
Orange County
Commission # 2433516
My Comm. Expires Jan 8, 2027

Place Notary Seal and/or Stamp Above

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

WITNESS my hand and official seal.

Signature Michelle A. Callirgos
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Subdivision Improvement Agreement
Document Date: 3.22.26 Number of Pages: 27
Signer(s) Other Than Named Above: —

Capacity(ies) Claimed by Signer(s)

Signer's Name: Darren Warren
☒ Corporate Officer – Title(s): VP Land
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

Signer's Name:
☐ Corporate Officer – Title(s):
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other:
Signer is Representing:

©2019 National Notary Association

EXHIBIT "A"

LEGAL DESCRIPTION OF TRACT

PARCEL 4 AND LOT P OF PARCEL MAP NO. 38375, IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 257, PAGES 40 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXHIBIT "B"

LIST OF IMPROVEMENTS & COST ESTIMATES

FINAL TRACT MAP NO.: 31157

This Exhibit "B" is not intended to be a detailed description of all Improvements required and shall in no way limit the Improvements or other required facilities, or supersede any conditions of development or other requirements related to the Tract or any subsequent approved plans, profiles and specifications.

PD-1412

CITY OF PERRIS
ENGINEERING DEPARTMENT
INSPECTION FEE CALCULATION

PROJECT: Tract 31157-F

DATE: 07/21/23
PREPARED BY: EA

Ownership of Sewer & Water Facilities:

Water belongs to: EMWD

Sewer belongs to: EMWD

IMPROVEMENT TYPE:	Insp. Fee Rate	Cost	Insp. Fee
STREET WORK:	3.00%	$ 1,213,735.54	$ 36,412.07
STREET LIGHTS:	3.00%	$ 375,000.00	$ 11,250.00
STORM DRAIN:	3.00%	$ 775,426.00	$ 23,262.78
WATER SYSTEM:	1.50%	$ 495,200.00	$ 7,428.00
SEWER SYSTEM:	1.50%	$ 372,825.00	$ 5,592.38
GRADING PERMIT:	N/A	$ 1,262.28	$ 820.48
	TOTAL COST:	**$ 3,233,448.82**	**$ 84,765.71**

NOTE: THIS WORKSHEET IS FOR PUBLIC IMPROVEMENTS ONLY.
FOR PRIVATE IMPROVEMENTS (PARKING LOT, PRIVATE UTILITIES, ETC.)
PLEASE USE THE PRIVATE IMPROVEMENTS WORKSHEET

THIS WORKSHEET IS FOR CALCULATING INSPECTION
FEES ONLY AT THE TIME OF PLAN APPROVAL
AT THE TIME OF INITIAL SUBMITTAL, USE THE PLAN CHECK WORKSHEET

Last Updated: 7/19/2021

OK
Kam Sah
9/5/23

ENGINEER'S ESTIMATE

PROJECT: Tract 31157-F

DATE: 07/21/23
PREPARED BY: EA

STREET WORK

TYPE		QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation		0	C.Y.	$ 15.00	$ -
A.B. Class II	0.58 Thickness (ft.) 190344 S.F.	8004	Ton	$ 30.00	$ 240,118.96
A.C.	0.33 Thickness (ft.) 190344 S.F.	4554	Ton	$ 90.00	$ 409,858.22
A.B. Class II	0.88 Thickness (ft.) 13438 S.F.	857	Ton	$ 30.00	$ 25,720.33
A.C.	0.33 Thickness (ft.) 13438 S.F.	322	Ton	$ 90.00	$ 28,935.37
A.C. Grind & Overlay		0	S.F.	$ 2.50	$ -
Curb and Gutter - 6"		10320	L.F.	$ 15.00	$ 154,800.00
Curb and Gutter - 8"		0	L.F.	$ 17.00	$ -
Curb Only - 6"		0	L.F.	$ 12.00	$ -
Curb Only - 8"		0	L.F.	$ 15.00	$ -
Cross Gutter and Spandrel		0	S.F.	$ 11.00	$ -
6' PCC Sidewalk		58982	S.F.	$ 5.00	$ 294,910.00
Driveway Approach - 6"		0	S.F.	$ 10.00	$ -
Alley Approach - 8"		0	S.F.	$ 5.00	$ -
P.C.C. Paving - 6"		0	S.F.	$ 5.00	$ -
P.C.C. Paving - 8"		0	S.F.	$ 6.00	$ -
A.C. Berm - 6"		0	L.F.	$ 10.00	$ -
A.C. Berm - 8"		0	L.F.	$ 12.00	$ -
Slurry Seal		0	S.F.	$ 0.20	$ -
Redwood Header		0	L.F.	$ 4.00	$ -
Sawcut		0	L.F.	$ 1.10	$ -
Trench Repaving		0	S.F.	$ 5.00	$ -
Utility Trench		0	L.F.	$ 5.00	$ -
Wheelchair Ramp		21	EA.	$ 1,800.00	$ 37,800.00
Street Name Sign		12	EA.	$ 425.00	$ 5,100.00
Stop Sign		12	EA.	$ 200.00	$ 2,400.00
Barricade		0	EA.	$ 1,000.00	$ -
Warning Markers - Type L, Type N		0	EA.	$ 50.00	$ -
Signs and Posts		0	EA.	$ 200.00	$ -
Traffic Striping/raised pavement markers		0	L.S.	N/A	$ 14,092.66
Traffic Signal		0	EA.	$ 200,000.00	$ -
Adjust M.H. to Grade		0	EA.	$ 550.00	$ -
Erosion Control		0	Ac.	$ 5,500.00	$ -
Additional Item		0	?	$ -	$ -
Additional Item		0	?	$ -	$ -
Additional Item		0	?	$ -	$ -
Additional Item		0	?	$ -	$ -
Additional Item		0	?	$ -	$ -
Additional Item		0	?	$ -	$ -
				SUBTOTAL:	$ 1,213,735.54

STREET LIGHTS

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Street Lights	25	EA.	$ 15,000.00	$ 375,000.00
			SUBTOTAL:	$ 375,000.00

PROJECT: Tract 31157-F

DATE: 07/21/23
PREPARED BY: EA

GRADING PERMIT FEE

TYPE	QUANTITY	UNIT	UNIT PRICE	Permit Fee
Total Earthwork	76255	C.Y.	N/A	$ 1,262.28
			SUBTOTAL:	$ 1,262.28

STORM DRAIN SYSTEM (City owned, NON-RCFC)*

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
18" Reinforced Concrete Pipe	1210	L.F.	$ 113.00	$ 136,730.00
24" Reinforced Concrete Pipe	345	L.F.	$ 132.00	$ 45,540.00
30" Reinforced Concrete Pipe	1024	L.F.	$ 153.00	$ 156,672.00
36" Reinforced Concrete Pipe	1528	L.F.	$ 178.00	$ 271,984.00
42" Reinforced Concrete Pipe	0	L.F.	$ 204.00	$ -
48" Reinforced Concrete Pipe	0	L.F.	$ 235.00	$ -
54" Reinforced Concrete Pipe	0	L.F.	$ 266.00	$ -
60" Reinforced Concrete Pipe	0	L.F.	$ 301.00	$ -
Manhole No. 1	7	EA.	$ 4,000.00	$ 28,000.00
Manhole No. 2	0	EA.	$ 5,000.00	$ -
Manhole No. 3	0	EA.	$ 5,700.00	$ -
Manhole No. 4	3	EA.	$ 6,500.00	$ 19,500.00
Catch Basin	25	EA.	$ 4,000.00	$ 100,000.00
Transition Structure	5	EA.	$ 2,500.00	$ 12,500.00
Inlet Structure (drop)	0	EA.	$ 1,500.00	$ -
Junction Structure	1	EA.	$ 4,500.00	$ 4,500.00
Headwall	0	EA.	$ 5,000.00	$ -
Rip Rap	0	TON	$ 40.00	$ -
Parkway Drain	0	EA.	$ 2,000.00	$ -
Removal/Relocation- Catch Basin	0	EA.	$ 4,000.00	$ -
Outlet Structure	0	EA.	$ 5,000.00	$ -
Concrete Collar (to 48")	0	EA.	$ 1,100.00	$ -
Concrete Pipe Slope Anchor	0	EA.	$ 1,500.00	$ -
Reinforced Concrete Structure	0	C.Y.	$ 400.00	$ -
"V" Gutter	0	S.F.	$ 7.00	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
			SUBTOTAL:	$ 775,426.00

*RCFC Storm Drain requires separate cost estimate

PROJECT: Tract 31157-F

DATE: 07/21/23
PREPARED BY: EA

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
16" Water Pipe	0	L.F.	$ 150.00	$ -
12" Water Pipe	0	L.F.	$ 100.00	$ -
10" Water Pipe	0	L.F.	$ 80.00	$ -
8" Water Pipe	5325	L.F.	$ 60.00	$ 319,500.00
6" Water Pipe	0	L.F.	$ 40.00	$ -
4" Water Pipe	0	L.F.	$ 20.00	$ -
16" Gate Valve	0	EA.	$ 4,000.00	$ -
12" Gate Valve	0	EA.	$ 3,000.00	$ -
10" Gate Valve	0	EA.	$ 1,800.00	$ -
8" Gate Valve	21	EA.	$ 1,500.00	$ 31,500.00
6" Gate Valve	0	EA.	$ 1,200.00	$ -
4" Gate Valve	0	EA.	$ 1,000.00	$ -
16" Butterfly Valve	0	EA.	$ 2,700.00	$ -
12" Butterfly Valve	0	EA.	$ 1,800.00	$ -
8" Butterfly Valve	0	EA.	$ 800.00	$ -
6" Butterfly Valve	0	EA.	$ 520.00	$ -
4" Butterfly Valve	0	EA.	$ 330.00	$ -
6" Fire Hydrants	19	EA.	$ 3,000.00	$ 57,000.00
6" Super Fire Hydrants	0	EA.	$ 4,000.00	$ -
Misc. Fittings (Tees, Crosses, Etc.)				
4"	0	EA.	$ 120.00	$ -
6"	0	EA.	$ 160.00	$ -
8"	34	EA.	$ 200.00	$ 6,800.00
10"	0	EA.	$ 240.00	$ -
12"	0	EA.	$ 280.00	$ -
Blow Off 6"	1	EA.	$ 1,800.00	$ 1,800.00
Blow Off 4"	0	EA.	$ 1,600.00	$ -
Air Vac & Release 2"	0	EA.	$ 2,000.00	$ -
Air Vac & Release 1"	7	EA.	$ 1,800.00	$ 12,600.00
Meter 2" W/O Service	0	EA.	$ 350.00	$ -
Meter 1 1/2" W/O Service	0	EA.	$ 270.00	$ -
Meter 1" W/O Service	132	EA.	$ 150.00	$ 19,800.00
Meter 5/8" W/O Service	0	EA.	$ 80.00	$ -
Service Connections 2"	0	EA.	$ 1,300.00	$ -
Service Connections 1 1/2"	0	EA.	$ 1,100.00	$ -
Service Connections 1"	132	EA.	$ 350.00	$ 46,200.00
Hot Tap 8"	0	EA.	$ 5,000.00	$ -
Hot Tap Water Service	0	EA.	$ 330.00	$ -
Jack & Bore	0	L.F.	$ 300.00	$ -
Joint at Existing 8"	0	EA.	$ 650.00	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
			SUBTOTAL:	$ 495,200.00

PROJECT: Tract 31157-F

DATE: 07/21/23
PREPARED BY: EA

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	$ 125.00	$ -
33" V.C. Pipe	0	L.F.	$ 120.00	$ -
30" V.C. Pipe	0	L.F.	$ 115.00	$ -
27" V.C. Pipe	0	L.F.	$ 110.00	$ -
24" V.C. Pipe	0	L.F.	$ 100.00	$ -
21" V.C. Pipe	0	L.F.	$ 90.00	$ -
18" V.C. Pipe	0	L.F.	$ 80.00	$ -
15" V.C. Pipe	0	L.F.	$ 70.00	$ -
12" V.C. Pipe	0	L.F.	$ 60.00	$ -
10" V.C. Pipe	0	L.F.	$ 50.00	$ -
8" V.C. Pipe	4925	L.F.	$ 45.00	$ 221,625.00
6" V.C. Pipe	0	L.F.	$ 40.00	$ -
4" V.C. Pipe	0	L.F.	$ 30.00	$ -
15" Pipe Plastic Solid Wall	0	L.F.	$ 50.00	$ -
12" Pipe Plastic Solid Wall	0	L.F.	$ 45.00	$ -
10" Pipe Plastic Solid Wall	0	L.F.	$ 40.00	$ -
8" Pipe Plastic Solid Wall	0	L.F.	$ 35.00	$ -
6" Pipe Plastic Solid Wall	0	L.F.	$ 25.00	$ -
4" Pipe Plastic Solid Wall	0	L.F.	$ 15.00	$ -
Standard Manhole 48"	24	EA.	$ 3,000.00	$ 72,000.00
Standard Manhole 48" Extra Depth	0	EA.	$ 3,500.00	$ -
Standard Manhole 60"	0	EA.	$ 3,500.00	$ -
Shallow Manhole	0	EA.	$ 2,000.00	$ -
Tie Into Existing Manhole	0	EA.	$ 1,000.00	$ -
Raise Manhole to Grade	0	EA.	$ 225.00	$ -
Rechannel Existing Manhole	0	EA.	$ 1,200.00	$ -
Join Existing 8" Pipe	0	EA.	$ 400.00	$ -
Join Existing 12" Pipe	0	EA.	$ 600.00	$ -
4" Lateral and Clean-out	132	EA.	$ 600.00	$ 79,200.00
Wyes	0	EA.	$ 90.00	$ -
Pavement Replacement	0	S.F.	$ 4.00	$ -
Concrete Encasement	0	L.F.	$ 20.00	$ -
TV Sewer	0	L.F.	$ 0.50	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
Additional Item	0	?	$ -	$ -
			SUBTOTAL:	$ 372,825.00

ALBERT A. WEBB ASSOCIATES

June 19, 2023

Survey Department
Attention:JAHANDAR POURKAZEMI
City of Perris
24 S. "D" Street, Suite 100
Perris, CA 92570

RE: **Tract Map: 31157-F**
City of Perris

MONUMENT BOND ESTIMATE

To Whom It May Concern:

This letter advises that the estimated fee for the monumentation of Tract Map 31157-F, based upon the placement of 379 monuments at $240.00 per monument, to be $90,960.00 for said Tract Map.

If you have any questions regarding the foregoing, please contact me at (951) 686-1070.

Sincerely,

ALBERT A. WEBB ASSOCIATES

LICENSED LAND SURVEYOR
MICHAEL E. JOHNSON
No. 7673
STATE OF CALIFORNIA

Michael E. Johnson, L.L.S.
Land Survey Practice Area Leader

EXHIBIT "C"

SECURITY CATALOGUE

FINAL TRACT MAP NO.: 31157

In compliance with the terms of this Agreement, Developer has provided the below described Security in the amounts required therein. Security provided below serves as evidence of Developer's understanding of the provisions of this Agreement and the Improvements required. All securities are incorporated herein by reference and shall be made a part hereof.

Grading: ☐ Required ☒ Not Required

A Faithful Performance ☐ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Amount in words Dollars ($Amount) for the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs), guaranteeing full performance of all the terms of this agreement.

A Labor and Materials ☐ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Amount in words Dollars ($Amount), securing payment to persons furnishing labor, materials, or equipment for performance of the required grading and implementation and maintenance of the Storm Water Pollution Prevention Plan (SWPPP) and related Best Management Practices (BMPs).

Street and Drainage: ☒ Required ☐ Not Required

A Faithful Performance ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of One Million Nine Hundred Ninety Thousand Dollars ($1,990,000) for the required street and drainage improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of One Million Nine Hundred Ninety Thousand Dollars ($1,990,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required street and drainage improvements.

A Warranty ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Four Hundred Ninety Seven Thousand Five Hundred Dollars ($497,500), securing warranty of completed street and drainage improvements (must be provided prior to release of Faithful Performance Security).

Monument: ☒ Required ☐ Not Required

A Monument ☐ Instrument of Credit/Letter of Credit ☒ Cash Deposit in the amount of Ninety Thousand Nine Hundred Sixty Dollars ($90,960), to secure the setting of required monuments and payment to persons for performance of setting the monuments.

Water and Sewer: ☒ Required ☐ Not Required

A Faithful Performance ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Eight Hundred Sixty Nine Thousand Dollars ($869,000) for the required water and sanitary sewer improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Eight Hundred Sixty Nine Thousand Dollars ($869,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required water and sanitary sewer improvements.

A Warranty ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Two Hundred Seventeen Thousand Two Hundred Fifty Dollars ($217,250), securing warranty of completed water and sanitary sewer improvements (must be provided prior to release of Faithful Performance Security).

Lighting and Landscape: ☒ Required ☐ Not Required

A Faithful Performance ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000) for the required lighting and landscaping improvements, guaranteeing full performance of all the terms of this agreement.

A Labor and Materials ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Three Hundred Seventy Five Thousand Dollars ($375,000), securing payment to persons furnishing labor, materials, or equipment for performance of the required lighting and landscape improvements.

A Warranty ☒ Bond ☐ Instrument of Credit/Letter of Credit ☐ Cash Deposit in the amount of Ninety Three Thousand Seven Hundred Fifty Dollars ($93,750), securing warranty of completed lighting and landscape improvements, including maintenance of landscaping in a vigorous and thriving condition (must be provided prior to release of Faithful Performance Security).

CITY OF PERRIS

Engineering Department
101 NORTH "D" STREET, PERRIS, CA 92570
TEL (951) 943-5003 Ext: 363

Transmittal Sheet

TO: Adrienne Morales, Accounting Supervisor

FROM : Enrique Najera, Management Assistant

DATE : September 9th, 2026

SUBJECT : Monumentation Deposit – Parcel Map #31157 – PARKWEST PULTE HOMES – P8-1492

Please find the following enclosed items:

(1) **Request to Defer Placement of Monuments**

(1) Check #006548127

Please add to Liability account, this bond is to be used IF developer does not proceed with agreed bond.

Thank you.
Enrique Najera

PulteGroup CITY OF PERRIS

Check Number 0065428127

Vendor Number 091CIT304

Check Date 06/22/26

Invoice	Date	Co	Lot	Lot Address	Opt	Acct Cat	Acct Cat Description	Amount
100250133030756	06/19/26						comm-8806 Park West (8806)	90,960.00+
**** TOTAL ****								90,960.00

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

PulteGroup

PULTE HOMES CORP - Southern Ca
South Nevada
3350 Peachtree Road, NE
Suite 150,
Atlanta, GA 30326

Check Number 0065428127

Check Date 06/22/26

64-1278
0611

Void After 180 Days

PAY

NINETY THOUSAND NINE HUNDRED SIXTY AND 00/100 DOLLARS

$****90,960.00

Bank of America
Customer Connection
Atlanta, Dekalb County,GA

TO THE ORDER OF

CITY OF PERRIS
132 North "D" Street
Perris, CA 92570

Details on back.

Security Features Included.

⑈0065428127⑈ ⑆061112788⑆ 3299039422⑈

BOND NO. 800234391
PREMIUM: $9,702

CITY OF PERRIS
FINAL TRACT MAP NO. 31157 IMPROVEMENTS
PERFORMANCE BOND

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Pulte Home Company, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 20___, and identified as Subdivision Improvement Agreement Final Tract Map No. 31157 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the faithful performance of said Agreement and to warranty and guarantee the Improvements constructed thereunder.

NOW, THEREFORE, we, the Principal and Atlantic Specialty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of Three Million Two Hundred Fifty Four Thousand dollars ($3,234,000) lawful money of the United States, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal's 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, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, on Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or 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 Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on June 17, 2026.

Pulte Home Company, LLC

By: _____

D. Bryce Langen
(Print Name)

VP & Treasurer
(Title)

By: N/A

N/A
(Print Name)

N/A
(Title)

Atlantic Specialty Insurance Company

By: _____
Attorney-in-Fact

Jeremy Polk
(Print Name)

NOTE: **EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.**

For City use only

Bond Reference: ☐ Grading ☒ Street and Drainage ☐ Monument
☒ Water and Sewer ☒ Lighting and Landscape

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF BARTOW)

This record was acknowledged before me on June 17th, 2026, appeared D. Bryce Langen as VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

JENNIFER GARDEA
MY COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 03, 2029
BARTOW COUNTY, GEORGIA

Jennifer Gardea (s
Notary Public State of Georgia

My Commission Expires: April 3, 2029

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 6/17/2026 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.*

(Seal)

MATTHEW STANTON ERRA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 691761
MY COMMISSION EXPIRES
MARCH 09, 2030

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2030

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeremy Polk, Jessika Gulliver, Jorge Mendez, Kischa Rushing, Matthew Erra, Spencer Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

THE GREAT SEAL OF THE STATE OF MINNESOTA
ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of June, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

This Power of Attorney expires
January 31, 2030

_____
Kara L.B. Barrow, Secretary

Please direct bond verifications to surety@intactinsurance.com

BOND NO. 800234391
PREMIUM: Included with performance bond

CITY OF PERRIS
FINAL TRACT MAP NO. TRACT# 31157 IMPROVEMENTS
LABOR AND MATERIALS BOND

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Pulte Home Company, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 2026 and identified as Subdivision Improvement Agreement Final Tract Map No. Tract #31157 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, the Improvements to be performed by Principal are more particularly set forth in that certain Agreement and documents incorporated therein; and

WHEREAS, under the terms of the Agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with City to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, the Principal and undersigned as corporate Surety, a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California are held and firmly bound unto City and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Agreement and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the sum of Three Million Two Hundred Fifty Four Thousand dollars ($3,234,000) lawful money of the United States of America, said sum not being less than one hundred percent 100% of the total cost of the Improvements as set forth in the Agreement. We, the Principal and Surety bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that for work, services, equipment, materials furnished or other supplies, or labor thereon of any kind used in, upon, for, or about the performance of the work, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in

successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles or specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition to the terms of the Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on June 17, 2026.

Pulte Home Company, LLC

By: _____

D. Bryce Langen
(Print Name)

VP & Treasurer
(Title)

By: N/A

N/A
(Print Name)

N/A
(Title)

Atlantic Specialty Insurance Company

By: _____
Attorney-in-Fact

Jeremy Polk
(Print Name)

NOTE: **EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. AN APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.**

For City use only

Bond Reference: ☐ Grading ☒ Street and Drainage ☒ Water and Sewer
☒ Lighting and Landscape

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF BARTOW)

This record was acknowledged before me on June 17th, 2026, appeared D. Bryce Langen as VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

JENNIFER GARDEA
MY COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 03, 2029
BARTOW COUNTY, GEORGIA

Jennifer Gardea (s
Notary Public State of Georgia

My Commission Expires: April 3, 2029

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 6/17/2024 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.*

(Seal)

MATTHEW STANTON ERRA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 691761
MY COMMISSION EXPIRES
MARCH 09, 2030

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2030

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeremy Polk, Jessika Gulliver, Jorge Mendez, Kischa Rushing, Matthew Erra, Spencer Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of June, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

BOND NO. 800234391-M
PREMIUM: Included with bond number 800234391

CITY OF PERRIS
FINAL TRACT MAP NO. 31157 IMPROVEMENTS
WARRANTY BOND

WHEREAS, the City of Perris, State of California (hereinafter referred to as "City"), and Pulte Home Company, LLC (hereinafter designated as "Principal") have entered into an agreement whereby Principal agrees to install and complete certain designated public improvements, that may include, but are not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, water service, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities as a condition of development (collectively the "Improvements"), which said agreement, dated _____, 20___, and identified as Subdivision Improvement Agreement Final Tract Map No. 31157 (hereinafter called "Agreement"), is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond to guarantee and provide warranty of the Improvements installed for a period of one (1) year following the completion and final acceptance by City thereof against any defective work or labor done, or materials furnished.

WHEREAS, said work has been or will be completed by the Principal.

NOW, THEREFORE, we, the Principal and Atlantic Specialty Insurance Company, as Surety, a corporation organized and existing under the laws of the State of New York, and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto City in the penal sum of Eight Hundred Eight Thousand Five Hundred dollars ($808,500) lawful money of the United States, said sum not being less than twenty-five percent 25% of the total cost of the Improvements as set forth in the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded Principal, or Principal's heirs, executors, administrators, successors or assigns, shall maintain or cause to be maintained, the Improvements in good condition and correct any deficiency in workmanship or materials that arise or are discovered during the warranty period, and in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, provisions, warranties and guarantees in the Agreement and any alteration thereof made as therein provided, Principal's part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the plans, profiles, or 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 Agreement or to the Improvements or to the plans, profiles, or specifications.

IN WITNESS WHEREOF, this instrument has been duly executed by Principal and Surety above named on June 17, 2026.

Pulte Home Company, LLC

By: _____

D. Bryce Langen
(Print Name)

VP & Treasurer
(Title)

By: N/A

N/A
(Print Name)

N/A
(Title)

Atlantic Specialty Insurance Company

By: _____
Attorney-in-Fact

Jeremy Polk
(Print Name)

NOTE: **EXECUTION BY PRINCIPAL (CORPORATIONS REQUIRE TWO SIGNATURES, BOTH MUST BE OFFICERS OF THE COMPANY) AND SURETY MUST BE ACKNOWLEDGED BEFORE A NOTARY PUBLIC. APPROPRIATE NOTARY ACKNOWLEDGMENT FORM AND AN EXECUTED ATTORNEY-IN-FACT FORM SIGNIFYING POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST ACCOMPANY THIS BOND.**

For City use only

Bond Reference: ☒Street and Drainage ☒Water and Sewer ☒Lighting and Landscape

ACKNOWLEDGEMENT BY PRINCIPAL

STATE OF GEORGIA)

) ss.

COUNTY OF BARTOW)

This record was acknowledged before me on June 17th, 2026, appeared D. Bryce Langen as VP & Treasurer of Pulte Home Company, LLC, who provided to me on the basis of satisfactory evidence to be the person who appeared before me and is personally known to me.

WITNESS my hand official seal.

Signature of Notary Public

JENNIFER GARDEA
MY COMMISSION EXPIRES
NOTARY
PUBLIC
APRIL 03, 2029
BARTOW COUNTY, GEORGIA

Jennifer Gardea (s
Notary Public State of Georgia

My Commission Expires: April 3, 2029

ACKNOWLEDGEMENT

State of Arizona

County of Maricopa

On 6/17/2026 *before me personally appeared* ***Jeremy Polk*** *whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the attached document.*

(Seal)

MATTHEW STANTON ERRA
NOTARY PUBLIC - ARIZONA
MARICOPA COUNTY
COMMISSION # 691761
MY COMMISSION EXPIRES
MARCH 09, 2030

Notary Signature

Matthew Stanton Erra
Commission Expires March 9th, 2030

intact INSURANCE

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Jeremy Polk, Jessika Gulliver, Jorge Mendez, Kischa Rushing, Matthew Erra, Spencer Brown**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

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IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

By _____
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.

ALISON D. NASH-TROUT
NOTARY PUBLIC - MINNESOTA
My Commission Expires
January 31, 2030

_____
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 17th day of June, 2026.

ATLANTIC SPECIALTY INSURANCE COMPANY CORPORATE SEAL 1986 NEW YORK

_____
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030

Please direct bond verifications to surety@intactinsurance.com

ATTACHMENT 5

Conditions of Approval (Planning, Engineering, and Community Service)

CITY OF PERRIS
DEPARTMENT OF COMMUNITY DEVELOPMENT
PLANNING DIVISION

CONDITIONS OF APPROVAL

PARKWEST SPECIFIC PLAN AMENDMENT 03-0288
TENTATIVE TRACT MAP 31157(03-0019) January 30, 2007

PROJECT The proposed Specific Plan Amendment would: a) Remove the commercial designations on 32.0 acres; b) Reduce the acreage allocated to residential uses from 388.5 acres to 308.6 acres; c) Modify the range of lot sizes from 4,500-7,000 s.f. lots to 5,000-7,000 s.f. lots and townhomes; d) Decrease the amount of acreage dedicated to regional detention basin open space from 52.0 acres to 35.6 acres, which would be reserved to accommodate the future Perris Valley Storm Drain/San Jacinto River Plan Project or MSHCP; e) Dedicate approximately 90.2 acres along the eastern boundary of the property to MSHCP preservation (any portion not needed for regional detention purposes by the San Jacinto River Plan may be the subject of future development applications); f) Reconfigure the on-site circulation system in order to improve regional circulation, including regional access over the existing Perris Valley Strom Drain; and g) Accommodate the provision of an elementary school site on 12.3 acres. The school site may be developed with 57 additional single family units if a school is not constructed.

Tentative Tract Map 31157 (03-0019) proposes to subdivide 156.9 acres into 529 dwelling units, approximately 14.8 acres of community parkland, a 5.0 acre neighborhood park, and a 12.3 acre Elementary School site. This tract map would constitute Phase I of the Specific Plan.

APPROVED PLANS AND PROCESSES

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 Department of Planning and Community Development at least thirty (30) days prior to the expiration of Tentative Map approval.

2. **Approved Plans.** This approval is granted to subdivide a 156.9-acre property into 529 residential lots; a 5.0-acre Neighborhood Park; a 12.3-acre school site; and, a 14.8-acre Community Park as noted in the project description (above). The Final Map shall be substantially as shown on the Tentative Tract Map, prepared by Engineering Solutions, for ParkWest Associates, LLC, dated July 14, 2006, and consisting of three sheets, except as may be modified by the Conditions of Approval contained herein.

3. **Precedence of Conditions.** If any of the following Conditions of Approval alter a commitment made by the developer in the revised Parkwest Specific Plan text or map exhibits, the conditions enumerated herein shall take precedence.

4. **Compliance with City Codes and Conditions.** Development of the property shall be in accordance with the mandatory requirements of all Perris City ordinances and laws and shall conform substantially to the approved Parkwest Specific Plan Amendment as filed in the office of the Perris Department of Community Development, unless otherwise amended. Such requirements include:

    a. *Development Services Department.* Prior to the issuance of a building permit for construction of any building or initiation of any use allowed by this approval, the applicant shall obtain clearance from the Development Services Department that all pertinent conditions of approval have been satisfied for the particular development phase or planning unit in question.

    b. *Building Official/Fire Marshall.* The proposed project shall adhere to all requirements of the Building Official/Fire Marshal. Fire hydrants shall be located on the project site pursuant to the Building Official. Water, gas, sewer, electrical transformers, power vaults and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included on building plans.

    c. *City Engineer.* The proposed project shall adhere to all requirements of the City Engineer, as indicated in the Conditions of Approval dated December 6, 2006. Developer shall design and install street improvements according to the street sections shown on the approved Tentative Tract Map, unless modified by the conditions set forth by the City Engineer.

5. **Outside Agencies.** Development of the property shall be in accordance with the plans and procedures of various Responsible Agencies. These include the following:

    a. *State and Federal Standards.* 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).

    b. *State Water Resources Control Board.* Prior to building permits, submit a copy of the Water Resources Control Board permit letter with WDID number.

    c. *Southern California Edison.* Prior to issuance of building permits, the applicant shall contact the area service planner (Art Alvarado at 951 928-8323) for Southern California Edison to complete their required forms.

    d. *School Districts.* The proposed project shall demonstrate payment of standard requirements and mitigation fees established by the Perris Elementary School District and Perris High School District.

    e. *Riverside County Flood Control.* Prior to approval of any Final Tract Map, the developer shall obtain a written statement from the Riverside County Flood

Control District, in a form satisfactory to the City, indicating that the developer has adequately demonstrated the viability of proposed drainage facilities.

f. *Riverside Transit Agency.* The developer shall provide bus pull-out areas and shelters within the adopted Specific Plan boundary, as required by RTA. The location and number of bus pull-outs shall be subject to the approval of the City of Perris, Riverside Transit Agency, and applicable school districts.

g. *Airport Land Use Commission.* The Airport Land Use Commission found this project inconsistent with 1984/86 Airport Land Use Plan. In order to overrule the Airport Land Use Commission and approve the proposed project, the following conditions are required for any subdivision of the project site, as per PUC 21675.1:

i. *Avigation Easement.* Prior to project development, recordation of the map, or sale to any entity exempt from the Subdivision Map Act, the applicant shall grant to the City of Perris and to the March Inland Port Airport Authority an avigation easement in the form and manner approved by the City Attorney and shall cause such easement to be duly recorded in the office of the County Recorder.

ii. *Notice of Airport in Vicinity.* A Notice of Airport in the Vicinity and aerial photograph identifying the location of March ARB and the project site shall be displayed and distributed in model homes at the project site. The following statement is required for distribution.

NOTICE OF AIRPORT IN VICINTIY

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

iii. *Disclosure.* Buyers shall be provided the "Notice of Airport in Vicinity" disclosure at the time of closing for the purchase of a home or residential lot.

iv. *Noise Attenuation.* The applicant shall incorporate noise attenuation measures into the building construction to ensure interior noise levels are at or below 45 CNEL-decibel levels.

v. *Lighting Plans.* Prior to issuance of Building Permits, lighting plans shall be reviewed and approved by an airport lighting consultant or

MARB/MIP.

vi. Prohibited Uses:

- Any use which would direct a steady light or flashing light of red, white, green or amber colors associated with airport operations toward an aircraft engaged in an initial straight climb following take off or toward an aircraft engaged in a straight final approach toward a landing at an airport, other than an FAA-approved navigational signal light or visual approach slope indicator.
- Any use which would reflect sunlight towards an aircraft engaged in an initial straight climb following takeoff or towards an aircraft engaged in a straight final approach towards a landing at an airport.
- Any use which would generate excessive smoke or water vapor, attract concentrations of birds, or otherwise affect air navigation in the area.
- Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.
- Any unlawful storage of explosives or flammable materials.
- Obstructions of Federal Aviation Regulations, Part 77 Conical Surface.

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

a. The developer shall demonstrate payment of Stephen's Kangaroo Rat Mitigation Fees in effect at issuance of building permits.

b. The developer shall pay all City Development Impact Fees as programmed in the associated Development Agreement.

c. Prior to the issuance of building permits, the developer shall provide evidence of the payment of the required school fees. In recognition of the 12.3-acre school site provided in the tract, the developer may negotiate credits against such fees with the Perris Elementary School District.

d. The developer shall pay Multi-Species Habitat Conservation Plan fees in effect at issuance of building permits.

e. The developer shall pay Transportation Uniform Mitigation Fees in effect at issuance of building permits, except as credited for construction of TUMF facilities under an agreement approved by the City.

f. Upon development of a Park and Ride Program by the City of Perris, the developer shall fund its fair share of an appropriate number of spaces toward the program, to the extent that the program exists when building fees are paid.

g. The developer shall pay any outstanding property liens and development processing fees owed to the city prior to the issuance of building permits.

FINAL MAPS

7. **Submittal for Final Map.** 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. Prior to such application, the developer shall obtain the following clearances or approvals:

   a. *Final Specific Plan.* Developer shall submit 20 Hard Copies and one pdf version of the approved Specific Plan, incorporating all language, text amendments, maps, and exhibits, as approved by the City Council and noted herein.

   b. *Street Names.* The applicant shall obtain Planning Commission approval of all proposed street names prior to approval of Final Map.

   c. *Financing Maps.* A final tract map may be filed and recorded for financing purposes only. No permits shall be issued until maps creating individual buildable lots are filed, and all appropriate conditions of approval have been met. 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.

8. **Recordation of Final Map.** Prior to recordation of the Final Map, the developer shall submit and obtain approvals on the following items:

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

   b. 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.

d. Any existing dedications that are not part of the current or future circulation system shall be vacated, provided that all utilities are abandoned or relocated, and no existing or future access to adjacent property owners is eliminated.

9. **Assessment 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 issuance of a certificate of occupancy. This condition shall apply only to districts existing at the time the project is approved. 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. South Perris Community Facilities District (Police and Fire);
   e. Ramona Mobility Group District (Transportation Improvements); and
   f. Road and Bridge Benefit District (Transportation Improvements).

GRADING

10. **Required Information.** Prior to the recordation of each final map for each phase of development in question, the following information shall be provided:

    a. Designation of areas of temporary borrowing or depositing of material.

    b. Construction schedule, including the identification of areas which will be graded during the higher probability of rain months of January through March.

    c. Hydrology and hydraulic concerns and mitigation.

11. **Conceptual Grading Plans.** Prior to any development within any planning area in Tentative Tract Map 31157, an overall Conceptual Grading Plan shall be submitted to the City of Perris for review and approval. This plan shall be used as a guideline for subsequent detailed grading plans for each phase of development and shall include:

    a. Techniques employed to prevent erosion and sedimentation during and after the grading process;

    b. Approximate time frames for grading;

    c. Identification of areas which may be graded during rain season (Jan-Mar), if any;

    d. Preliminary pad and roadway elevations.

12. **Soils Report.** Prior to initial grading activities within the project site, a current detailed Soils Report and Geotechnical Study shall be prepared which analyzes on-site soil

conditions and slope stability and includes appropriate measures to control soil erosion.

LANDSCAPING

13. **Landscaping.** Prior to issuance of building permits, the developer shall submit 3 copies of construction level Landscape and Irrigation Plans to the Community Development Department, accompanied by the appropriate filing fee. The plans shall be prepared by a registered landscape architect and include the location, number, genus species, and container size of the plants. Plants shall be consistent with Section 19.70 of the Perris Municipal Code. The cover page shall identify the total square footage of the landscaped area and note that it shall be maintained in accordance with Section 19.70 of the City Code. Water efficient fixtures and drought tolerant plants shall be utilized where possible. Required landscape areas specific to this project include front yards of all lots; side yards of corner lots; streetscapes on the project side for Evans Road, Nuevo Road, San Jacinto Avenue, Dunlap Driver, Street "A" Street "B" and Street "C"; landscaping of slopes and entry theme walls; streetscapes for both sides of all in-tract roadways; and landscaping of Lot A including the detention facility, soccer fields, and all undisturbed portions. The applicant shall install sidewalks throughout the project.

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

    a. At installation of irrigation equipment, when the trenches are still open;

    b. After soil preparation, when plant materials are positioned and ready to plant; and,

    c. At final inspection, when all plant materials are installed and the irrigation system is fully operational.

15. **Walls and Fences.** Prior to issuance of building permits, the developer shall submit and obtain approval from the Department of Community Development, Planning Division of a block wall/vinyl fence plan. At a minimum, this plan shall include the following items:

    a. A six-foot high, decorative block wall around the easterly project boundary and along entry drives into the tract, and on all residential property lines where side or rear yards adjoin a public street.

    b. Stone-wrapped pilasters at corners and every 100 feet of decorative block wall.

    c. Decorative block wall returns shall be provided between all residences.

    d. Six-foot high, UV protected vinyl fences on side and rear property lines interior to the project. As an alternative, interior wood fencing may be utilized subject to the following standards:

i. 12”x 12” minimum post holes filled with concrete, 2000 PSI Strength;

ii. ‘4”x 4” post not to exceed 8’ ft horizontally, 4”x 4” post shall be either treated lumber or redwood;

iii. A minimum of two horizontal supports provided every 8 ft supported by mechanical connection; and,

iv. Any variations proposed shall be approved by the Planning Manager and Building Official.

PARKS, RECREATION, AND OPEN SPACE

16. **Community Open Space.** The Master Land Use Plan contemplates development of a 5.0-acre neighborhood park (PA 19.A), a 14.8-acre community park (PA 19.B), an 18.0-acre community park (19.C), and 15.0 acres of landscape paseos. Park improvements will be developed as specified in the Specific Plan, but it is envisioned that the 5.0-acre neighborhood park and 14.8-acre community park will be constructed in the first phase of development. Upon completion they will be dedicated to the City of Perris, and annexed into the City’s Parks Maintenance District. Thereafter, they will be operated and maintained by the City of Perris.

17. **Approval of Public Parks.** An Administrative Development Plan Review for improvement of the 5.0-acre Neighborhood Park and 14.8-acre Community Park shall be approved prior to recordation of final subdivision maps, in accordance with the phasing schedule and procedures specified in the Development Agreement and these conditions of approval. Generally, the public parks shall be designed as illustrated in the Conceptual Park Plans (Specific Plan Exhibits 15, and 16). The neighborhood park will consist of basketball, volleyball, and tennis courts, and the 14.8-acre community park will include baseball and softball fields. Each facility will include a concessions/restroom building, lighting, picnic and BBQ areas, and vehicle parking. It is contemplated that the park amenities will be developer constructed with costs credited against park fees.

18. **Landscape Maintenance District.** The public parks (PA 19.A and 19.B) shall be annexed into the City of Perris Landscape Maintenance District. This shall occur prior to or concurrent with the recordation of each final map, or as otherwise set forth in the Development Agreement.

19. **One Year Maintenance of Public Open Space.** The applicant shall maintain all parks, parkways, medians, off-site drainage facilities not accepted by Riverside County Flood Control District, and irrigation systems within streets or otherwise annexed into the Landscape Maintenance District for a period of one year after construction. The applicant shall pay one year cash deposit to ensure maintenance for one year. After one year, these operations shall be accepted by the Landscape Maintenance District.

20. **Installation of Plant Material.** Landscaping and permanent irrigation facilities shall be installed with street improvements in accordance with the approved Specific Plan

Amendment as they pertain to plant and irrigation standards. The applicant shall have appropriate right-of-way improvements, landscaping, street lighting and irrigation installed and in good working order prior to final release.

21. **Content of Plans.** Improvement plans shall conform to the concepts, features, and standards established in the Specific Plan Amendment and the conditions enumerated herein, and shall be prepared by a licensed landscaped architect.

    All landscape and irrigation plans shall provide drought resistant and/or native vegetation as feasible, automatic irrigation systems which minimize runoff, and a separate irrigation system for the conveyance and distribution of reclaimed water where feasible, and in accordance with Administrative Regulations of the State of California.

22. **Reclaimed Water.** All landscaping within designated Open Space areas shall be irrigated with reclaimed water, if available and appropriate for use, and shall include dual automatic irrigation system (separate systems for trees and lawns), as approved by City and EMWD.

    If reclaimed water is not available at the project site upon issuance of the first building permit, this condition shall not apply.

UTILITIES

23. **Undergrounding.** All utilities such as Cable TV, telephone, and electrical distribution lines (including those which provide direct service to the project site and/or currently exist along public right-of-ways) adjacent to the site shall be placed underground. All underground utilities along with future stub-outs located within street right-of-ways shall be installed prior to final paving.

24. **Screening of Above-Ground Facilities.** Any above-ground utility service areas and enclosures that are installed on-site in conjunction with this project shall be screened from view with landscaping, decorative barriers, and/or noise attenuation treatments, as approved by the Planning Department.

25. **Plan of Services.** The Specific Plan Amendment shall conform to the Eastern Municipal Water District's Plan of Services letter dated June 9, 2004 (attached).

26. **Water and Sewage Facilities.** Water and sewage facilities shall be installed according to City of Perris and Eastern Municipal Water District (EMWD) requirements at no cost to the City. Developer shall pay all applicable EMWD fees for services. The project shall participate on a fee basis in any sewage sludge disposal infrastructure reuse program instituted by the EMWD.

27. **Required Right of Way.** Any project-related off-site construction pertaining to drainage, underground utilities, and street improvements must have necessary right-of-way and agency approvals, (i.e. City, Flood Control, EMWD) at no cost to the City. To the extent that any such rights-of-way are not within the scope of the Specific Plan

boundaries, the applicant shall be entitled to include acquisition costs of such rights-of-way for reimbursement in any Community Facilities District or similar financing method which does not impose any repayment obligation on the City of Perris.

28. **Waste Management.** The developer shall adhere to the City of Perris waste management and recycling plans, and shall only use the City-approved waste hauler for all construction and other waste disposal.

HYDROLOGY AND FLOOD CONTROL

29. **San Jacinto River Plan.** Drainage and flood control facilities shall be installed in accordance with the Riverside County Flood Control and Water Conservation District Master Plan, the City of Perris requirements and standards, and the San Jacinto River Plan. The plan will be prepared in accordance with the requirements of the San Jacinto River Flood Control project and the Army Corps of Engineers 404 permit for said project. The developer shall demonstrate compliance with this condition by obtaining a written statement from the Riverside County Flood Control District, in a form satisfactory to the City.

30. **10-Year and 100-Year Storm Events.** Drainage and flood control facilities shall be designed in accordance with City of Perris and Riverside County Flood Control District design standards to provide protection from the 100-year storm event. The 10-year storm flow shall be contained within the curb, and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria is exceeded, additional drainage facilities shall be installed.

31. **Pad Elevation.** All pads created within the Specific Plan Area shall be designed to have an elevation at least one foot above the 100 year flood plain.

32. **Construction of Storm Water Facilities.** The proposed storm drain facilities shown in Exhibits 24 and 25 of the Specific Plan Amendment shall be constructed, as approved by the City Engineer. Construction of off-site drainage channels may also be required.

33. **Timing of Construction.** Flood control facilities within each building phase shall be constructed prior to or concurrently with the initial development within that building phase. They shall be operational prior to occupancy of the first unit in such phase. The applicant shall provide for on-site storm drain pipes and catch basins to convey the major runoff, in addition to mitigation of the nuisance runoff.

34. **Maintenance of Storm Water Facilities.** Drainage and storm drain facilities shall be maintained by the City of Perris. Maintenance responsibilities of the drainage and storm drain facilities shall be established prior to the recording of final maps for the development of the Specific Plan area.

35. **Perpetuate Existing Grade.** The property's street and lot grading shall perpetuate 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.

36. **Storm Water Pollution Prevention.** Prior to recordation of the Final Map, the applicant shall submit 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 BMPs, assignment of long-term maintenance responsibilities (specifying the developer, parcel owner, lessee, etc.) and shall reference the location(s) of structural BMPs

CONSTRUCTION PRACTICES

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

38. **Noise Attenuation.** 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. An equipment area with appropriate acoustic shielding shall be designated on building and grading plans. To the extent feasible, equipment and shielding shall remain in the designated location throughout construction.

39. **Truck Routes.** Construction routes are limited to City of Perris designated truck routes. Route plans must include approved construction hours and be given to all subcontractors.

40. **Dust Reduction.** Water trucks or sprinkler systems shall be used during clearing, grading, earth moving, excavation, or transportation of cut or fill materials 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.

41. **Dust Monitor.** 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.

42. **Fencing.** A six-foot temporary chain link fence is required along the perimeter of each phase during construction. The fence shall limit access between Planning Areas and restrict access onto roadways to those shown on individual tract maps.

43. **Site Maintenance.** All public streets affected by construction must be maintained on a daily basis during construction. Maintenance shall include dust control, street sweeping, interim paving and patching, and similar street maintenance procedures. A cash deposit of an amount to be determined by the City Engineer to guarantee maintenance of all

public right-of-ways must be posted, prior to issuance of grading permits and shall remain on deposit for a period of 90 days following completion of construction.

SITE AND ARCHITECTURAL DESIGN

44. **Tract Identification.** Provide community entry statements, including theme walls, monumentation and enhanced landscaping at each entrance to the tract. Theme walls and monuments shall not occur within the public right-of-way. Tract Identification shall be subject to the review and approval by the Community Development Department and shall be consistent with the Parkwest Specific Plan as amended.

45. **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 Department of Planning and Community Development and the Police Department.

46. **Administrative Development Plan Review.** After recordation of any Final Map and prior to issuance of building permits, the applicant shall obtain approval of an Administrative Development Plan Review (ADPR) for the architecture, plotting, conceptual landscape and fencing of all production units within the tract. The ADPR must also indicate street furnishing details such as mailbox stand details, benches, bollards, bus stop enclosures, and lighting standards. These details shall be consistent with Section 3.0 of the amended Specific Plan. The applicant shall provide one single-story product type which shall be plotted on at least 50 percent of street 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. This is to provide opportunities for RV parking and generally improved access to rear yards.

47. **Phasing.** Any Phasing Plan shall be reviewed and approved by the Community Development Department and the City Engineer. Each Phase of the project shall provide adequate drainage and at least two points of access to all lots. A phasing plan shall be submitted with the Administrative Development Plan Review application.

48. **Window Treatments.** All facades abutting a public street, tract boundary, or a downhill slope having an elevation change in excess of 20 feet shall provide elevation enhancements including window treatments such as shutters, awnings, or similar on the facade.

49. **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.

50. **Spark Arresters.** All spark arresters in the proposed tract shall be screened by sheet metal enclosures, or other material acceptable to the Building Official, and painted the according to the approved paint palette.

51. **Energy Conservation.** To improve local air quality, the applicant shall incorporate the following energy-conservation features into the project (as feasible):
    a. Low NO_X 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.

52. **Street Paving.** Public streets in each tract, planning area, or phase of development shall be paved and accessible prior to the issuance of building permits for the first production unit.

53. **Setbacks.** The minimum setbacks shall be as set forth in the Parkwest Specific Plan as amended.

54. **Disclosure Statements.** The developer shall record a disclosure on each unit and provide a disclosure to the purchaser of each unit indicating that *the project is within a dam inundation area and is subject to flooding in the event of a dam failure*, The disclosure shall also indicate the potential noise impacts from March Air Reserve Base. The developer shall provide an acknowledgement of the disclosure by each purchaser to the City, and each disclosure shall be included on the Final Map prior to recordation.

55. **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. 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.

56. **Development Agreement.** In the event City and the developer enter into a development agreement and if there are conflicts between the provisions of said agreement and the above conditions, the development agreement shall prevail.

57. **Mitigation Measures.** The applicant shall be responsible for imposing Mitigation Measures as indicated in approved Mitigated Negative Declaration (2220).

APPROVAL DATE PROJECT PLANNER

CITY OF PERRIS

DEPARTMENT OF ENGINEERING
170 WILKERSON AVE., SUITE D, PERRIS, CA 92570-2200
TEL.: (951) 943-6504 FAX: (951) 943-8416

HABIB MOTLAGH, CITY ENGINEER

CONDITIONS OF APPROVAL

P8-695
November 29, 2005, Revised April 3, 2006, ***Revised Planning Commission Meeting December 6, 2006***
Parkwest Specific Plan (Phase I) & Tr. 31157

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the land divider provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the ~~Site Plan~~ ***tentative map and specific plan*** correctly shows all existing easements, traveled ways and drainage courses with appropriate Q's and that their omission may require the map to be resubmitted for further consideration. These Ordinances and the following conditions are essential parts and requirement occurring in ONE is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. All questions regarding the true meaning of the conditions shall be referred to the City Engineers' office. In case of conflict between these conditions, the recommendations of traffic engineer and the specific plans, the most stringent condition in the opinion of City shall apply:

1. Drainage and flood control facilities and improvements shall be installed in accordance with Riverside County Flood Control and Water Conservation District Master Plan and the City of Perris requirements and standards and in conformance with "San Jacinto River Plan" (the plan), the requirements stated in Flood Control letter and the resolution # 3403. The following drainage related conditions are the minimum requirements of this project:

    a. Final drainage and hydraulic reports to support the project design shall be submitted to meet Riverside County Flood Control criteria and the plan. These reports shall be reviewed and approved by RCFC and City of Perris.

b. Onsite drainage facilities located outside of road right-of-way if required shall be constructed within minimum of 20' dedicated drainage easements. Drainage easement shall not straddle lot lines and shall be improved with Turf-Block ***or other materials as approved by City Engineer***.

c. Drainage facilities outletting sump conditions shall be designed to convey the tributary 100-year storm flows with emergency escape ***pursuant to RCFC Standards. Catch basin(s) within sump condition shall be oversized.***

d. The property's street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area. No ponding or concentration of water to upstream and downstream properties shall be permitted. Grading and erosion maintenance bonds ***shall be posted prior to issuance of any permit or map recordation,*** and ***the developer shall guarantee*** maintenance ~~agreement between City and Developers shall be shall be to guarantee the maintenance~~ of mass graded and finished graded areas ***by entering into an agreement with the City*** ~~shall be provided~~.

e. ***Portions of the*** site is located within Floodway and Flood Plain. Prior to issuance of any grading and occupancy permits, CLOMR ***prior to issuance of grading permit*** and LOMR shall be obtained ~~as required~~ ***prior to issuance of building permits***.

f. 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.

g. In the event the 100-year and 10-Year storms cannot be maintained within street right-of-way and curb-to-curb, all drainage facilities with exception of nuisance drainage improvements as indicated below shall be designed to convey the 100-year storm runoff. To eliminate nuisance runoff from cross gutters, minimum 18" storm drain and catch basins shall be installed and connected to proposed and/or existing storm drain facilities as shown on tentative map and at the following intersections:

- At all intersections (all corners as needed) adjacent to proposed storm drain.
- Evans Road Intersection with Nuevo Avenue.
- Intersection of "KK" with most easterly north/south road.
- Intersection of "N" and "L" Streets.
- In the event grading, as proposed on tentative map is revised, the need for additional catch basins and storm drain will be required during plan check.

- Future sub-divisions of Phases 2 and beyond will be conditioned accordingly.

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

i. Prior to start of the design of any master planned facilities, the applicant shall contact RCFC to determine the rules and regulations for drainage credit.

j. Minimum slope for drainage pipes shall be 0.30% and box culverts shall not be smaller than 4' in height.

k. Any excavation within Floodway shall correspond to the requirements of Riverside County Flood Control and in conjunction with the ***river*** plan. The basin(s) shall be maintained by the applicant and appropriate maintenance agreements and bonds shall be posted and filed with the City.

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

m. Encroachment permit from RCFC and other appropriate environmental agencies shall be secured for any work within Perris Valley Channel. Additional right-of-way along Perris Valley Channel shall be dedicated pursuant to adopted master plan.

n. Line "Q" along Nuevo and from its terminus point shall be extended and connected to Perris Valley Channel pursuant to the adopted Master Plan.

2. 132' right of way along Evans Road from Nuevo Road to Perris Valley Channel (within project boundaries) shall be dedicated. Evans Road from Nuevo Road to "B" Street shall be improved with curb, gutter located ~~46'~~ ***47'*** on either side of centerline, 14' landscaped median and 8' ~~mandatory~~ ***meandering*** sidewalk. The traffic index for Evans Road is 11.0. The median shall be designed and constructed with small drainage pipe and area drains to collect irrigation runoff and convey to proposed storm drain facilities.

3. All interior streets shall be improved with concrete curb, gutter, and paving located 20' and 18' from either side of centerline located within 60' and 56' full width dedicated right-of-way as shown on the map.

4. Streetlights shall be installed along all interior and exterior streets as approved by City Engineer per Riverside County and Southern California Edison standards.

5. Minimum 6' wide concrete sidewalk shall be installed throughout this project with exception of Evans Road and Nuevo Road, which shall be 8' meandering sidewalk.

6. 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. In the event reclaimed water is not available to the site, the applicant shall investigate the use of installing irrigation well(s) for the use of irrigating the open spaces and the landscape areas. Irrigation well, if installed, shall be maintained by City through annexation to Landscape District.

7. Prior to issuance of any ***building*** permit ***or recordation of final map,*** the developer shall sign the consent and waiver forms to join the landscaping, flood control, street maintenance and lighting districts. The developer shall maintain the landscaping for a period of one year after acceptance of these improvements and pay the 18-months advanced energy charges for streetlights. All storm drain facilities, catch basins, clarifiers, channels, pipes (non master planned facilities), onsite streets, signals, and irrigation well, shall be annexed to City's Maintenance Districts.

8. Existing power poles fronting this site shall be undergrounded.

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

10. Access shall be restricted along Evans Road, Nuevo, Dunlap, "A", "B", and "C", except as shown on tentative map and so noted on the final map. Future access for park and school sites shall be reviewed and approved by City.

11. Any work within Riverside County shall require issuance of an encroachment permit.

12. The improvements conditioned for this project shall be coordinated with adjacent projects.

13. Intersections of Evans Road with Nuevo shall be constructed in a manner to convey the 100-year storm runoff under the road.

14. TUMF, ***DIF*** ~~and CAP Fee~~ and other credits and reimbursement as appropriate and approved by WRCOG and City of Perris shall be provided for any facilities qualified unless otherwise stated in these conditions.

15. Utilization of existing pavement beyond tract boundaries in lieu of new pavement as conditioned above may be permitted if approved by City Engineer.

16. "B" Street from Evans Road to San Jacinto Avenue shall be improved with minimum of 30' paving within dedicated right-of-way including streetlights as determined by City Engineer.

17. "A" Street from Evans Road to "C" Street along both sides shall be improved with curb, gutter located 22' from centerline within 66' dedicated right-of-way.

18. "C" Street from "A" to Dunlap Drive shall be improved along both sides with curb and gutter located 20' on either side of centerline within 60' dedicated right-of-way.

19. Dunlap Drive from "C" Street to Nuevo shall be improved with minimum of 30' paving within dedicated right-of-way.

20. San Jacinto Avenue from Dunlap Drive to Wilson Avenue shall be improved with minimum of 30' new paving. The existing pavement along San Jacinto Avenue may be utilized if in the opinion of City Engineer is adequate or grind/overlay as determined by City Engineer.

21. Nuevo Road adjacent to this project shall be improved along both sides to provide for minimum ~~27'~~ ***45'*** of new pavement along south side and curb and gutter located ~~46'~~ ***47'*** south of centerline, 7' wide landscape within 64' ½ width dedicated right-of-way. Minimum of 2 – 12' wide west bound lanes and one 12' wide left turn lane along the north side of median shall ***also*** be installed within dedicated right of way.

    Nuevo Road from Evans Road to Wilson Avenue shall be improved to provide for 2 – 12' wide eastbound lanes, 2 – 12' wide westbound lanes and a 12' wide continuous left turn pocket.

22. Prior to issuance of any occupancy permits, traffic signals shall be installed at intersection of Evans and Nuevo Road, Nuevo and Murrieta Road, Redlands and San Jacinto Avenue, and I-215 and 4th Street Interchange as shown on Exhibit 1-B of traffic report prepared by Urban Crossroads.

23. All existing and proposed intersections to be widened at minimum to comply with above conditions and those shown on Exhibit 1-C of Urban Crossroads traffic report.

24. All landscape slopes along the street right-of-ways shall be maximum 3:1 or combination of split wall/free standing wall shall be required.

25. Traffic calming improvements such as landscape median, chokers, striping, raised pavers, as determined by City shall be implemented throughout the project including “A”, “B”, and “C” Streets as determined by City.

26. Prior to issuance of 150th occupancy permit, the project shall construct or cause the construction of 100-year bridge at Nuevo and Perris Valley Channel to ultimate general plan circulation element (both sides).

27. In the event the City of Perris is participating with the ongoing “Ramona Mobility” transportation development fee and its implementations, this project shall be required to pay its fair share as determined by City. This condition shall remain with the specific plan and shall include future phases.

28. ~~Also,~~ In the event the City establishes a road and bridge benefit or other financing tools to construct the ultimate interchange at I-215 and 4th Street, the project shall be required to pay its fair share. This condition shall remain with the specific plan and shall include future phases.

29. ***In the event City and the developer enter into a development agreement and if there are conflicts between the provisions of said agreement and the above conditions, the agreement shall prevail.***

Habib Motlagh

Habib Motlagh
City Engineer

CITY OF PERRIS

COMMUNITY SERVICES

MEMO

Date: July 21, 2026

To: Rafael Garcia, Principal Planner

From: Arcenio Ramirez, Director of Parks and Community Services

Cc: Arturo Garcia, Parks Services Manager
Joshua Estrada, Parks Supervisor
Jose Mier, Parks Coordinator

Subject: **PLN24-05025-Final Tract Map 31157** FINAL TRACT MAP 31157 SOUTH OF NUEVO RD. NORTH OF SAN JACINTO AVE. WEST OF DUNLAP DR. EAST OF PERRIS VALLEY STORM DRAIN, TTM 31157, APN: 310-180-008, 016, 020, 021, 055, 061, 062, 063, 310-190-025.

Applicant: PW Land Investments, LP- Jason Keller.

Community Services Staff reviewed PLN24-05025-Final Tract Map 31157 and offer the following condition(s):

Development Impact Fees

☒ The Project is subject to payment of Residential Park Development Impact Fees.

☐ The Project is subject to payment of Industrial Park Development Impact Fees.

☐ This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

☒ The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

Additional Comments

As approved by City Council on February 27, 2024. In accordance with the approved Improvement and Credit Agreement for the Development Fee Program for Park Improvements, the Developer shall be responsible for the construction and payment of all

park improvements, as shown on the conceptual park plan (Attachment 1). The City will provide a credit against the Developer's Park Development Impact Fee (DIF) obligation to offset the verified costs of constructing the park improvements, for an amount not to exceed $10,081,481. The Developer is responsible for approximately $2,371,500 in Park DIF fees for the 527 single family residential units proposed in Phase 1 and will be responsible for the remaining Park DIF fees for future Phase 2 tracts (934 residential units), currently estimated at $8,471,744 ($9,070.39 Park DIF rate), to complete the park improvements. Construction of the park improvements shall commence prior to the issuance of the 400th building permit for Tract Map 31157 and shall be completed prior to the issuance of the 500th building permit for Tract Map 31157.

CITY OF PERRIS

10.I.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: February 27, 2024

SUBJECT: Improvement and Credit Agreement Development Impact Fee Program for Park Improvements between the City of Perris, Pulte Home Company, LLC, PW Land Investments, LP and MP Park West Partners, LP for future park development within the Park West Specific Plan.

REQUESTED ACTION: Approve the Improvement and Credit Agreement Development Impact Fee Program for Park Improvements between the City of Perris, Pulte Home Company, LLC, PW Land Investments, LP and MP Park West Partners, LP for future park development within the Park West Specific Plan; and authorize the City Manager or her designee to negotiate, finalize, and execute the Agreement and all related documents, subject to City Attorney approval as to form.

CONTACT: Sabrina Chavez, Director of Community Services SC

BACKGROUND/DISCUSSION:

On March 29, 2022, the City Council approved the Third Operating Memorandum to the Park West Development Agreement ("DA 3rd OM") between the City of Perris, MP Park West Partners, LP, and PW Land Investments, LP ("Developer"). The DA 3rd OM allowed for the clarification of planning area access points, the land use combination of community and neighborhood parks, and modification of the location and construction timing of the community park within Phase 1 of the Park West Specific Plan ("Specific Plan"). Phase 1 of the Specific Plan consists of approved Tentative Tract Map 31157 (527 residential units), a potential school site, and a 17.3 acre community park.

Pursuant to Planning Condition of Approval No. 16 for Tentative Tract Map 31157 approved by City Council on January 30, 2007, the Developer is proposing for the dedication of 17.3 acres of park land to construct a new community park. Park amenities would consist of baseball and soccer fields, dog park, basketball court, futsal court, two pickleball courts, tennis court, a walking trail, playground area, picnic shelters, lighting, landscaping, and a 3,887 square foot recreation building with a concession area and public restrooms. The cost for park improvements is estimated at $10,081,481. The concept park plan was presented to the Parks and Recreation Committee on May 17, 2023, and the Committee approved the concept park plan subject to the addition of pickleball courts, and further granted the Developer's request to allow park fee credits from Phase 1 and 2 of the Specific Plan to complete the construction of the community park.

The proposed Improvement and Credit Agreement for a Development Fee Program for Park Improvements ("Agreement") satisfies the tract map condition, and provides provisions for the timely delivery of the park improvements and a funding mechanism by which the Developer's costs for project delivery of the park improvements is offset against the Developer's Park Development Impact Fee ("DIF") obligation. A brief summary of the main provisions outlined in the draft Agreement are as follows:

1. **Park Improvements:** The Developer shall be responsible for the construction and payment of all the park improvements. The conceptual park plan is referenced on Attachment 1.
2. **Park DIF Credit:** The City will provide credit to the Developer against the Park DIF obligation to offset the costs incurred for the construction of future park improvements. The Park DIF Credit will be based on park DIF fees owed for Tract 31157 and future tract maps in Phase 2 (934 residential units) of the Specific Plan for a sum not to exceed the actual verified costs of the park improvements, currently estimated to be $10,081,481.
3. **Developer's Park DIF Obligation:** Pursuant to the park fee rate per the executed 2007 Development Agreement of $4,500, the Developer is obligated to pay approximately $2,371,500 in park DIF fees for the 527 single family residential units proposed in Phase 1, and pay for the remainder of park DIF fees for future tracts in Phase 2 (934 residential units) to complete park improvements, which is currently estimated at $8,471,744 ($9,070.39 Park DIF rate).
4. **Construction Schedule:** Construction of park improvements shall commence prior to the issuance of the 400th building permit of Tract Map 31157, and be completed prior to the issuance of the 500th building permit of Tract Map 31157.

Details for the updated terms and construction schedule is reflected on the attached, draft Agreement (See Attachment 2). Staff recommends that the City Council approve the draft Agreement based on the information contained in this staff report, and authorize the City Manager to execute said agreement, subject to City Attorney approval as to form.

BUDGET (or FISCAL) IMPACT:

There is no significant fiscal impact related to the preparation of this item.

Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Deputy City Manager _____

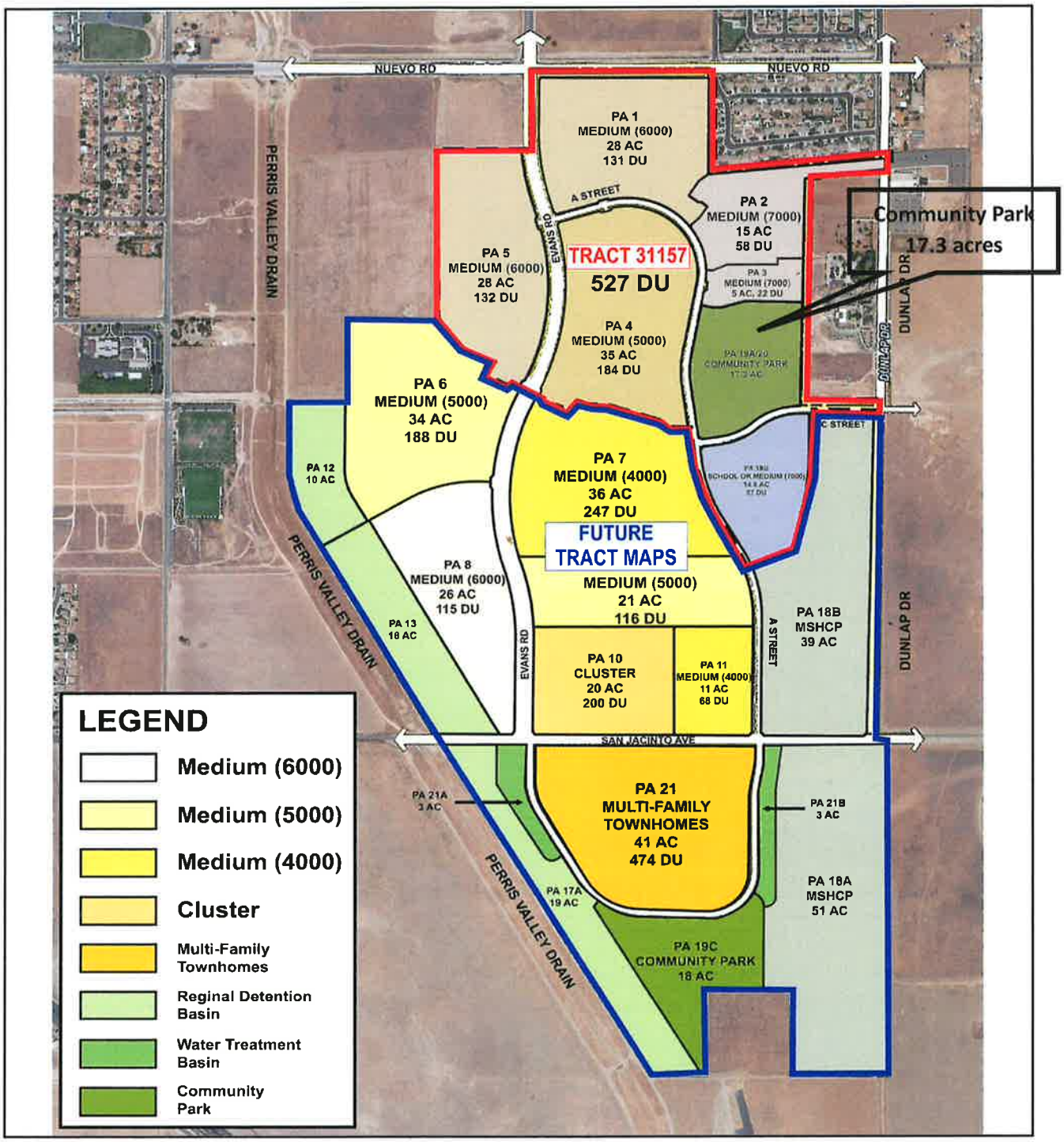
Attachments:

1. Park West Community Park Concept Plan
2. Draft Improvement and Credit Agreement Development Impact Fee Program
3. Third Operating Memorandum to the Park West Development Agreement, approved by City Council March 29, 2022

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

ATTACHMENT 1:
Park West Community Park
Concept Plan

EXHIBIT "F"



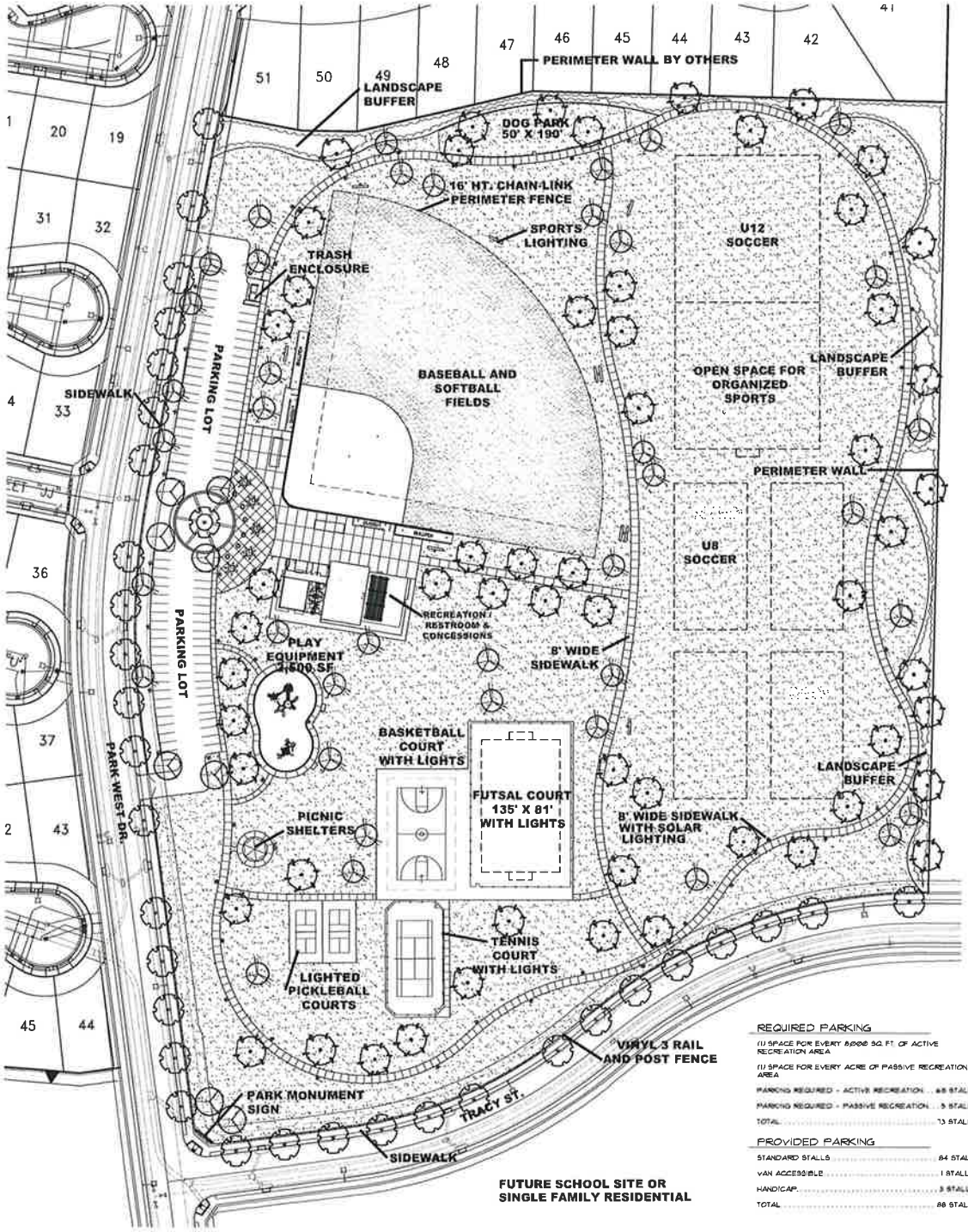
Total by Land Use	DU
Cluster	200
R-4000	315
R-5000	488
R-6000	378
R-7000	80
School (R-7000)	57
Multi-Family Townhomes	474
TOTAL	**1992**

Park West Specific Plan

MISSION PACIFIC INVESTORS

ALBERT A. WEBB ASSOCIATES

PARK WEST



REQUIRED PARKING

(1) SPACE FOR EVERY 5,000 SQ. FT. OF ACTIVE RECREATION AREA

(1) SPACE FOR EVERY ACRE OF PASSIVE RECREATION AREA

PARKING REQUIRED - ACTIVE RECREATION ..... 68 STALLS

PARKING REQUIRED - PASSIVE RECREATION ..... 5 STALLS

TOTAL ..... 73 STALLS

PROVIDED PARKING

STANDARD STALLS ..... 84 STALLS

VAN ACCESSIBLE ..... 1 STALLS

HANDICAP ..... 3 STALLS

TOTAL ..... 88 STALLS

0 50 100 150

SCALE: 1"=50'

MISSION PACIFIC INVESTORS

CONCEPTUAL PARK MASTER PLAN
CITY OF PERRIS, CA

HERMANN DESIGN GROUP
77-899 WOLF RD.
SUITE 102
PALM DESERT, CA
92211
LIC# 3754, EXP 10-30-24
PH (760) 777-9134
FAX (760) 777-9132

JOB NO. 2109 DATE 8/23/22

ATTACHMENT 2:
Draft Improvement and Credit Agreement Development Impact Fee Program for Park Improvements

IMPROVEMENT AND CREDIT AGREEMENT
DEVELOPMENT IMPACT FEE PROGRAM FOR PARK IMPROVEMENTS

This **IMPROVEMENT AND CREDIT AGREEMENT** (**"Agreement"**) is entered into this _____ day of _____, 2024, by and between the City of Perris, a California municipal corporation (**"City"**), PULTE HOME COMPANY, LLC, a Michigan limited liability company, with its principal place of business at 27401 Los Altos, Suite 400, Mission Viejo, CA 92691, Attn: Greg Tsujimoto ("**Developer**"), and PW Land Investments, L.P., a Delaware limited partnership (**"PW Land"**) and MP Park West Partners, L.P., a Delaware limited partnership (**"MP Park West"**) with their principal place of business at 4100 Newport Place Dr., Suite 790, Newport Beach, CA 92660 (herein PW Land and MP Park West are collectively referred to as **"PWL/MPPW"**). City, Developer and PWL/MPPW are sometimes hereinafter referred to individually as **"Party"** and collectively as **"Parties"**.

RECITALS

A. Developer, PW Land and MP Park West each own a portion of the Park West Specific Plan property located within the City of Perris, California, which is more specifically described in the legal description set forth in **Exhibit "A"**, attached hereto and incorporated herein by this reference (collectively, the **"Property"**). Developer and PW Land own portions of Tract 31157 (defined below in Recital C of this Agreement) which comprises a portion of the Property.

B. City is the administrator for the Park Development Impact Fee (**"Park DIF"**) Program pursuant to Perris Municipal Code Section 19.68.020 and related City policies and regulations, as each may be amended from time-to-time, (**"PMC 19.68.020"**) which requires developers to pay their fair share of the costs to construct public parks and infrastructure that will be necessary to accommodate and mitigate impacts and burdens on the public generally by new development and that are necessary to protect the safety, health and welfare of persons in the City. Park DIF Fees are collected as a condition to the development of land prior to the issuance of building permits. The Park DIF Fees are based on the City's Parks and Recreation Facilities Development Impact Fee Justification Study, dated June 29, 2017, and adopted by the City on July 11, 2017, as it may be amended from time-to-time (**"Facilities Study"**).

C. On January 30, 2007, the City approved Park West Specific Plan Amendment (03-0288) and Tentative Tract Map No 31157 (03-0019) with respect to the development of portions of the Property. On March 28, 2007 the City and PWL/MPPW's predecessor entered into a Development Agreement related to the development of the Property (**"Development Agreement"**). The approval of Tentative Tract Map No. 31157 allows for the construction of the first phase of the Property with 527 residential lots and a community park (**"Tract 31157"**). PWL/MPPW intends on processing one or more additional tentative tract maps located on the Property on the remaining property not covered by Tract 31157 ("**Future Tract Maps**"). Tract 31157 and the Future Tract Maps properties owned by Developer and PWL/MPPW are collectively referred to as the **"Project"**. Tract 31157 includes Planning Areas 1 through 5 as shown in **Exhibit "F"**. The Future Tract Maps includes properties that are currently described as Planning Areas 6, 7, 8, 10, 11, and 21 as shown in **Exhibit "F"** attached hereto, provided that the internal organization of the Future Tract Maps may change in the future, such as changes to the size, shape, borders, and total number of planning areas.

D. On March 29, 2022 City and PWL/MPPW entered into the 3rd Operating Memorandum to the Park West Development Agreement **("DA 3rd OM")** allowing for the combining of the Community Park and the Neighborhood Park located in Tract 31157 into one park (the "Phase 1 Community Park") and also modifying the location of the Phase 1 Community Park Site within the Park West Specific Plan. The timing of development of the Phase 1 Community Park was modified to address when working drawings for the park shall be submitted to the City and the timing of the start of construction and completion of the park improvements were also specified.

E. Planning Condition of Approval No. 16 of Tract 31157 (**"Condition No. 16"**) as modified by DA 3rd OM requires Developer and/or PWL/MPPW, as applicable, to dedicate the property more specifically described and depicted in **Exhibit "B"** (**"Dedication Property"**) to City in conjunction with the completion of the Park Improvements (defined in Recital H of this Agreement).

F. The Project's general map can be shown, including the related planning areas, in **Exhibit "F"** attached hereto.

G. Tract 31157, to the extent the Planning Areas (as shown in **Exhibit "F"**) are developed into residential dwelling units, and, if developed into residential lots, the Future Tract Maps will be annexed into a City of Perris Landscape Maintenance District (**"LMD"**), provided that only the properties within Tract 31157 and the Future Tract Maps which are developed as residential lots and related uses will be annexed into the LMD, and City will commence collecting assessments for the maintenance of the Dedication Property when authorized by law.

H. On May 17, 2023, the City approved the conceptual park plan for the Phase 1 Community Park which is more specifically described on **Exhibit "C"** attached hereto (**"Park Plan"**)

I. As a condition to City's approval of the Park Plan, City has required Developer to construct all park improvements upon the Dedication Property which are more specifically described in **Exhibit "C"** (**"Park Improvements"**);

J. Developer's and/or PWL/MPPW's, as applicable, dedication of the Dedication Property and Developer's construction of the Park Improvements thereon pursuant to the terms of this Agreement shall constitute the full satisfaction of dedication requirements and conditions of approval relating to the Park Improvements for Tract 31157 pursuant to the Development Agreement, as well as providing Developer and/or PWL/MPPW, as applicable, with credits to offset against the Park DIF Obligation (as defined below) for Tract 31157 and Future Tract Maps as described further herein.

K. City, Developer and PWL/MPPW now desire to enter into this Agreement for the following purposes: (1) to provide for the timely delivery of the Park Improvements and (2) to provide a means by which the Developer's costs for project delivery of the Park Improvements is offset against Developer's and/or PWL/MPPW's, as applicable, Park DIF Obligation.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable

consideration, the adequacy of which is hereby acknowledged, Developer, PWL/MPPW **and City hereby agree as follows**:

TERMS

1. Incorporation of Recitals

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

2. Description of the Park Improvements; Estimated Costs. Developer shall be responsible for constructing all the Park Improvements and, as otherwise provided below in this Section 2, payment of all of the Park Improvements costs as they are incurred. A description of the Park Improvements, the implementation schedule, a detailed scope of work and Developer's estimated cost therefore, is more specifically described in **Exhibit "C",** attached hereto and incorporated herein by this reference, and is subject to the modification as requested by the City and agreed to by Developer in Developer's reasonable discretion. The estimated costs to construct the Park Improvements is set forth in **Exhibit "C"** attached hereto and is estimated to be approximately $10,081,481 (the **"Estimated Costs"**). Developer and City agree that the Park Improvements shall be constructed in accordance with **Exhibit "C"** and **Exhibit "C-1"** even if the lowest bid exceeds the Estimated Cost. The calculation for the Estimated Costs is attached hereto as **Exhibit "C-1"**.

3. Park DIF Credit. City shall provide credit to Developer against Park DIF Obligations for Tract 31157 and Future Tract Maps (to the extent that Tract 31157 and Future Tract Maps are developed as residential dwelling units) on the terms and conditions set forth herein, for a sum not to exceed the actual verified costs of the Park Improvements, estimated to be the Estimated Costs, for eligible costs as described in Section 4. City acknowledges and agrees that a portion of the above described credits will be assigned by Developer to PWL/MPPW or its successor(s).

4. Eligible Costs for Credit. The following items may be eligible for credit, provided that such items are included in the scope of work attached to **Exhibit "C"**: (i) Developer and/or consultant costs associated with direct Park Improvements coordination and support; (ii) costs expended in preparing preliminary engineering studies; (iii) costs expended for preparing environmental review documentation for the Park Improvements; (iv) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the Developer and initiated by the City, and costs of reviewing appraisals and offers for property acquisition; (v) costs reasonably incurred if condemnation proceeds; (vi) costs incurred in preparing of plans, specifications, and estimates by Developer or consultants; (vii) Developer costs associated with bidding, advertising and awarding of the Park Improvements contracts; (viii) construction costs, including change orders to construction contract approved by the Developer; and (ix) construction management, field inspection and material testing costs.

5. Ineligible Costs. The credit amount shall not include the following items which costs shall be borne solely by the Developer without any credit: (i) Developer administrative costs;

(ii) Developer costs attributed to the preparation of invoices, billings and payments; (iii) any City fees attributed to the processing of approvals for the Park Improvements; (iv) costs for items of work not included within the scope of work in Exhibit "C-1"; and (v) costs incurred by Developer due to the development of the Property or Project, rather than construction of the Park Improvements.

6. Park DIF Credit Process.

6.1 Developer's Park DIF Obligation. Developer hereby agrees and accepts that as of the date of this Agreement, the amount Developer is obligated to pay to City in Park DIF pursuant to the Development Agreement for Tract 31157 is approximately $2,371,500 ("**Tract 31157 Park DIF Obligation**"). Further, pursuant to PMC 19.68.020, the Facilities Study, and the Development Agreement, the amount Developer is obligated to pay to City for the remainder of the Project based on current plans (i.e., development of residential dwelling units relating to the Future Tract Maps) is projected to be approximately $8,471,744 (**"Estimated Remaining Park DIF Obligation"**), (collectively, the Tract 31157 Park Fee Obligation and the Estimated Remaining Park DIF Obligation are referred to as **"Park DIF Obligation"** or **"Park DIF Obligation Amount"**). The Park DIF Obligation shall be in the amount as calculated pursuant to PMC 19.68.020, the Facilities Study and the Development Agreement for the Project (**"Park DIF Credit Calculation"**). For example, in the event that any Planning Areas, as shown in Exhibit "F", and/or the Future Tract Maps are not developed as residential dwelling units, as determined by the City in its sole and absolute discretion, the Park DIF Obligation that Developer is obligated to pay as provided above shall not include any Park DIF associated with such Planning Areas and/or Future Tracts Maps, as applicable.

6.2 Fee Adjustments. Notwithstanding the foregoing, Developer agrees that this Agreement shall not estop City from adjusting the Park DIF in accordance with the provisions of PMC 19.68.020, the Facilities Study, and the Development Agreement.

6.3 Credit Offset Against Park DIF Obligation.

a. Credit shall be applied by City to offset the Park DIF Obligation on a residential dwelling unit-by-unit basis for the Project (**"Credit"**), subject to verification under Section 6.4, adjustment and reconciliation under Section 6.5, and the requirements of this Section.

b. Subject to the requirements of this Section, the initial Credit shall be available to be applied upon residential dwelling units in the Project after Developer has provided to the City the Security as defined in and pursuant to Section 16 ("**Initial Credit**"). The dollar amount of this Initial Credit shall be equal to the lesser of: (i) the Estimated Cost for the Park Improvements set forth on Exhibit "C-1", or (ii) the Park DIF Obligation.

c. At no time shall the Credit exceed the Park DIF Obligation. Any application of the Credits against the Park DIF Obligation shall be made in writing by Developer and delivered to the City in the form attached hereto as **Exhibit "D"** ("**Credit Application Request**") and City shall not approve any Credit Application Request until building permits have been issued for the residential dwelling units subject to a particular Credit Application Request. Developer and City acknowledge and agree that until all Credits have been applied against the

Park DIF Obligation, the amount of any then unapplied Credits shall be increased in the same manner and amount as and when there is any increase in the Park DIF as referenced in Section 6.2 above.

6.4 Verified Cost of the Park Improvements. Upon recordation of the Notice of Completion for the Park Improvements and acceptance of the Park Improvements by City, Developer shall submit to the City's City Engineer, or his or her designee (**"City Engineer"**) the information set forth in the attached **Exhibit "C-3"** attached hereto. The City Engineer shall use the information provided by Developer to calculate the total actual Eligible Costs incurred by Developer in completing the Park Improvements (**"Verified Costs"**). The City Engineer will use his or her best efforts to determine the amount of the Verified Costs and provide Developer written notice thereof within thirty (30) calendar days of receipt of all the required information from Developer.

6.5 Reconciliation; Final Credit Offset Against Park DIF Obligation.

a. The actual amount of Credit that shall be applied by City to offset the Park DIF Obligation shall be equal to the Verified Costs for the Park Improvements as determined in accordance with Section 6.4 (**"Actual Credit"**).

b. If the dollar amount of the Actual Credit is less than the dollar amount of the Initial Credit, City shall provide written notice to Developer of the amount of the difference owed (**"Park DIF Balance"**) and Developer shall pay the Park DIF Balance in accordance with the PMC 19.68.020 and Facilities Study to fully satisfy the Park DIF Obligation.

c. If the dollar amount of the Actual Credit is more than the dollar amount of the Initial Credit, then City shall continue to apply the Actual Credit against the remaining residential dwelling units in the Project pursuant to the requirements of this Agreement up to the amount of the Actual Credit. Once the Actual Credit amount is reached, Developer shall then pay all Park DIF in accordance with the PMC 19.68.020 and Facilities Study for remaining residential dwelling units in the Project as building permits are issued for such residential dwelling units. If there is any remaining unapplied amount of Actual Credit after applying the Actual Credit against all residential dwelling units in the Project pursuant to this Agreement, Developer shall not be entitled to receive any reimbursement for such remaining unapplied amount of Actual Credit.

d. Further, if the dollar amount of the Actual Credit exceeds the Park DIF Obligation, then Developer shall not be entitled to any reimbursement for such amount that exceeds the amount of the Park DIF Obligation.

7. Construction of Park Improvements. Developer shall construct or have constructed at its own cost, expense, and liability the Park Improvements as shown more specifically on the plans, profiles, and specifications which have been or will be prepared by or on behalf of Developer which are consistent with the general specifications set forth on **Exhibit "C"** and **Exhibit "C-1"** (the **"Park Improvement Plans"**) and approved by City pursuant to Section 7.2 below. Developer further promises and agrees to provide all equipment, tools, materials, labor, tests, design work, and engineering services necessary to fully and adequately complete the Park Improvements.

7.1 Commencement of Construction. Pursuant to the DA 3rd OM, construction of the Park Improvements shall commence prior to the issuance of the Certificate of Occupancy for the 400th residential dwelling unit within Tract 31157 and such construction shall be completed prior to the issuance of the Certificate of Occupancy for the 500th residential dwelling unit within Tract 31157. If Developer's construction of any portion of the Park Improvements should be delayed for reasons beyond Developer's control, including, but not limited to, Acts of God, government restrictions (including the denial or cancellation of any permit or necessary approval or delay in timely processing requests for any such permits or approvals), wars, insurrection, an epidemic or pandemic and/or other causes beyond Developer's control (each, a **"Force Majeure Event"**), the time required pursuant to this Agreement for the completion of such portion of the Park Improvements shall be extended for a period of time equal to the duration of the Force Majeure Event.

7.2 Pre-approval of Park Improvement Plans. Pursuant to DA 3rd OM, Developer shall submit working drawings for the Park Improvements to City prior to the issuance of the Certificate of Occupancy for the 300th residential dwelling unit within Tract 31157. Developer is prohibited from commencing work on any portion of the Park Improvements until the applicable portion of the Park Improvement Plans have been submitted to and approved by City. City covenants and agrees to expedite and timely process any submittal of Park Improvement Plans by Developer for City's approval. Once the Park Improvements Plans are so approved by the City, they shall be referenced herein as the **"Approved Plans."**

7.3 Permits and Notices. Prior to commencing any work, Developer shall, at its sole cost, expense, and liability, obtain all necessary permits and licenses and give all necessary and incidental notices required for the lawful construction of the Park Improvements and performance of Developer's obligations under this Agreement. Developer shall conduct the work in full compliance with the regulations, rules, and other requirements contained in any permit or license issued to Developer. City covenants and agrees to expedite and timely process any request by Developer for any permits, licenses or approvals required for Developer's performance of work associated with the construction of the Park Improvements.

7.4 Park Improvements Requirements. In order to ensure that the Park Improvements will be constructed as if they had been constructed under the direction and supervision, or under the authority of, City, Developer shall comply with all of the following requirements with respect to the construction of the Park Improvements:

a. Developer shall obtain a minimum of 3 bids for the construction of the Park Improvements in conformance with the standard procedures and requirements (including, without limitation, any requirements under the City's Municipal Code to the extent applicable) of City with respect to its public works projects, or in a manner which is approved by the City Engineer. City and Developer agree that construction of the Park Improvements is not a City project and is thus not subject to a Community Workforce Agreement.

b. The contract or contracts for the construction of the Park Improvements shall be awarded to the responsible bidder(s) submitting the lowest responsive bid(s) for the construction of the Park Improvements.

c. Developer shall require, and the specifications and bid and contract documents shall require, all such contractors to pay prevailing wages (in accordance with Articles 1 and 2 of Chapter 1, Part 7, Division 2 of the Labor Code) and to otherwise comply with applicable provisions of the Labor Code, the Government Code and the Public Contract Code relating to public works projects of cities and as required by the procedures and standards of City with respect to the construction of its public works projects or as otherwise directed by the City Engineer.

d. All such contractors shall be required to provide proof of insurance coverage throughout the term of the construction of the Park Improvements which they will construct in conformance with City's standard procedures and requirements.

e. Developer shall provide proof to City, at such intervals and in such form as City may require that the foregoing requirements have been satisfied as to the Park Improvements.

7.5 Quality of Work; Compliance With Laws and Codes. The Park Improvement Plans shall be prepared in accordance with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements. The Park Improvements shall be completed in accordance with the Approved Plans, as well as all applicable federal, state, and local laws, ordinances, regulations, codes, standards, and other requirements applicable at the time work is actually commenced.

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

7.7 Alterations to Park Improvements. All work shall be done and the Park Improvements completed as shown on Approved Plans, and any subsequent alterations thereto that are approved by both the City and Developer, each Party having the right to withhold such approval in its reasonable discretion.

8. Maintenance of Park Improvements. Except as otherwise expressly provided below, City shall not be responsible or liable for the maintenance or care of the Park Improvements until City approves and accepts them and until after the Maintenance Period (defined in Section 13.2 of this Agreement) has expired. City shall exercise no control over the Park Improvements until accepted. Any use by any person of the Park Improvements, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance of the Park Improvements. Developer shall maintain all of the Park Improvements in a state of good repair until they are completed by Developer and approved and accepted by City, and until the security for the performance of this Agreement is released. Prior to the City's acceptance of the Park

Improvements and during, except as otherwise provided below, the Maintenance Period thereafter, it shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this section, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Park Improvements or their condition prior to acceptance. Notwithstanding the foregoing or any other provision in this Agreement, City acknowledges and agrees that following the City's acceptance of the Park Improvements and during the Maintenance Period, Developer shall not be obligated to perform any maintenance, repair or restoration of the Park Improvements that is required to address any damage to the Park Improvements caused by either casualty or vandalism performed by any members of the general public, with City having the obligation to perform any such maintenance, repair or restoration at the City's cost and expense. Following the expiration of the Maintenance Period, the City shall be solely response to perform all maintenance and repair of the Park Improvements.

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

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

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

12. Acceptance of Park Improvements; As-Built or Record Drawings. If the Park Improvements are properly completed by Developer pursuant to this Agreement and approved by City, and if they comply with all applicable federal, state and local laws, ordinances, regulations, codes, standards, and other requirements that were in effect at the time construction of the Park Improvements commenced, City shall accept the Park Improvements in a timely manner within 30 days of the City's approval of such Park Improvements. City may, in its sole and absolute discretion, accept fully completed portions of the Park Improvements prior to such time as all of the Park Improvements are complete, which shall not release or modify Developer's obligation to complete the remainder of the Park Improvements. Upon the total or partial acceptance of the Park Improvements by City, Developer shall file with the Recorder's Office of the County of Riverside a notice of completion for the accepted Park Improvements in accordance with

California Civil Code section 3093 (**"Notice of Completion"**), at which time the accepted Park Improvements shall become the sole and exclusive property of City without any payment therefore. Notwithstanding the foregoing, City may not accept any Park Improvements unless and until Developer provides one (1) set of "as-built" or record drawings or plans to the City for all such Park Improvements. The drawings shall be certified and shall reflect the condition of the Park Improvements as constructed, with all changes incorporated therein.

13. Warranty and Guarantee; Maintenance.

13.1 Warranty. Developer hereby warrants and guarantees all the Park Improvements against any defective work or labor done, or defective materials furnished in the performance of this Agreement for a period of one (1) year following completion of the work and acceptance by City of each phase of the Park Improvements (**"Warranty Period"**). During the Warranty Period, Developer shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Park Improvements to the reasonable approval of City. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of Developer. Developer's warranty obligation under this section shall survive the expiration or termination of this Agreement.

13.2 Maintenance. Notwithstanding that the Project will be annexed into the LMD and assessments will be collected to pay maintenance costs of the Dedication Property, Developer shall, at its sole cost and expense, continue to maintain the Dedication Property, including but not limited to, paying for all utility services, providing reasonable security, etc., and Park Improvements until the City's complete acceptance of the Park Improvements has occurred pursuant to Section 12 of this Agreement. Any use by any person of the Dedication Property, or any portion thereof, shall be at the sole and exclusive risk of Developer at all times prior to City's acceptance thereof. Except as otherwise provided below, Developer shall maintain all the Park Improvements in a state of good repair until City's acceptance thereof and for a period of one (1) year after City's acceptance thereof (**"Maintenance Period"**). If Developer fails to properly prosecute its maintenance obligation under this Section 13.2, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Park Improvements or their condition prior to City's acceptance thereof. Notwithstanding the foregoing or any other provision in this Agreement, City acknowledges and agrees that following the City's acceptance of the Park Improvements and during the Maintenance Period, Developer shall not be obligated to perform any maintenance, repair or restoration of the Park Improvements that is required to address any damage to the Park Improvements caused by either casualty or vandalism performed by any members of the general public, with City having the obligation to perform any such maintenance, repair or restoration at the City's cost and expense. Following the expiration of the Maintenance Period, the City shall be solely response to perform all maintenance and repair of the Park Improvements.

14. Administrative Costs. If Developer fails to construct and install all or any part of the Park Improvements pursuant to the terms and conditions of this Agreement, or if Developer fails to comply with any other obligation contained herein, Developer and its surety shall be jointly and severally liable to City for all administrative expenses, fees, and costs, including reasonable

attorney's fees and costs, incurred in obtaining compliance with this Agreement or in processing any legal action or for any other remedies permitted by law.

15. Default; Notice; Remedies.

15.1 Notice. If Developer neglects, refuses, or fails to fulfill or timely complete any obligation, term, or condition of this Agreement, or if City determines there is a violation of any federal, state, or local law in effect as of the date of this Agreement, City may at any time thereafter declare Developer to be in default or violation of this Agreement and make written demand upon Developer or its surety, or both, to immediately remedy the default or violation (**"Notice"**). Developer shall substantially commence the work required to remedy the default or violation within five (5) days of the Notice. If the default or violation constitutes an immediate threat to the public health, safety, or welfare, City may provide the Notice verbally, and Developer shall substantially commence the required work within twenty-four (24) hours thereof. Immediately upon City's issuance of the Notice, Developer and its surety shall be liable to City for all costs of construction and installation of the Park Improvements and all other administrative costs or expenses as provided for in this Section 15.

15.2 Failure to Remedy; City Action. If the work required to remedy the noticed default or violation is not diligently prosecuted to a completion acceptable to City within the time frame contained in the Notice, City may complete all remaining work, arrange for the completion of all remaining work, conduct such remedial activity as in its sole and absolute discretion it believes is required to remedy the default or violation, and/or terminate this Agreement. All such work or remedial activity shall be at the sole and absolute cost, expense, and liability of Developer and its surety, without the necessity of giving any further notice to Developer or surety. City's right to take such actions shall in no way be limited by the fact that Developer or its surety may have constructed any of the Park Improvements at the time of City's demand for performance. In the event, pursuant to this Section 15.2, the City elects to complete or arrange for completion of the remaining work and the Park Improvements, City may require all work by Developer or its surety to cease in order to allow adequate coordination by City.

15.3 Other Remedies. No action by City pursuant to this Section 13 shall prohibit City from exercising any other right or pursuing any other legal or equitable remedy available under this Agreement or any federal, state, or local law. City may exercise its rights and remedies independently or cumulatively. City may institute an action for damages, injunctive relief, or specific performance.

16. Security; Surety Bonds. Prior to the recordation of Tract 31157, Developer or its contractor shall provide City with surety bonds in the amounts and under the terms set forth below (**"Security"**). The amount of the Security shall be based on the Estimated Costs. Developer's compliance with this Section 16 shall in no way limit or modify Developer's indemnification obligation provided in Section 17 of this Agreement.

16.1 Completion Bond. To guarantee the completion of the Park Improvements pursuant to the provisions of this Agreement and to protect City if Developer is in default as set forth in Section 15 of this Agreement, Developer or its contractor shall provide City Security in the form of a completion bond (or other such security acceptable to City in its sole and absolute

discretion) in an amount which sum shall be not less than one hundred percent (100%) of the Estimated Costs (**"Completion Bond"**). The City may, in its sole and absolute discretion, partially release a portion or portions of the Completion Bond as the Park Improvements for a particular completed portion thereof is accepted by City, provided that Developer is not in default of any provision of this Agreement (beyond any applicable cure period) and the total remaining Security is not less than ten percent (10%) of the Estimated Costs for that Phase. All Security provided under this Section shall be released at the end of the Warranty Period, provided that Developer is not in default of any provision of this Agreement (beyond any applicable cure period).

a. The Completion Bond shall also provide security for the following:

(i) Secure payment to the contractors, subcontractors, laborers, materialmen, and other persons furnishing labor, materials, or equipment for performance of the Park Improvements. This portion of the Completion Bond may only be released by written authorization of City after six (6) months from the date City accepts the Park Improvements. The amount of this portion of the Completion Bond shall be reduced by the total of all stop notice or mechanic's lien claims of which City is aware, plus an amount equal to twenty percent (20%) of such claims for reimbursement of City's anticipated administrative and legal expenses arising out of such claims.

(ii) Secure warranty of completed and accepted Park Improvements against any defective work, labor, or defective materials furnished by Developer or its contractor pursuant to Section 13.1.

(iii) Secure the maintenance of the Dedication Property and Park Improvements pursuant to Section 13.2.

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

17. Indemnification. Developer shall defend, indemnify, and hold harmless City, its elected officials, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of Developer, its employees, contractors, or agents in connection with the performance of this Agreement, or arising out of or in any way related to or caused by the Park Improvements or their condition prior to City's approval and acceptance of the Park Improvements (**"Claims"**). This indemnification includes, without limitation, the payment of all penalties, fines, judgments,

awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of City, its elected officials, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any Claim which is caused solely and exclusively by the negligence or willful misconduct of City as determined by a court or administrative body of competent jurisdiction. Developer's obligation to indemnify shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by City, its elected officials, employees, or agents.

17.1 Developer shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Park Improvements. City's review, acceptance or funding of any services performed by Developer or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights City may hold under this Agreement or of any cause of action arising out of this Agreement. Further, Developer shall be and remain liable to City, in accordance with applicable law, for all damages to City caused by Developer's negligent performance of this Agreement or supervision of any services provided to complete the Park Improvements.

18. Insurance.

18.1 Types; Amounts. Developer shall procure and maintain, or shall require its contractors to procure and maintain, prior to the commencing and during construction of the Park Improvements, insurance of the types and in the amounts described below (**"Required Insurance"**). If any of the Required Insurance contains a general aggregate limit, such insurance shall apply separately to this Agreement or be no less than two times the specified occurrence limit. For the avoidance of any doubt, Developer may satisfy the requirements of this Section 18 by requiring its contractors and subcontractors to comply with the provisions of this Section 18 and supply the Required Insurance.

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

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

c. Workers' Compensation. Workers' compensation insurance with limits as required by the Labor Code of the State of California and employers' liability insurance with limits of not less than One Million Dollars ($1,000,000) per occurrence, at all times during which insured retains employees.

d. Professional Liability. For any consultant or other professional who will engineer or design the Park Improvements, liability insurance for errors and omissions with limits not less than Two Million Dollars ($2,000,000) per occurrence, shall be procured and

maintained for a period of five (5) years following completion of the Park Improvements. Such insurance shall be endorsed to include contractual liability.

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

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

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

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

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

18.7 Insurer Rating. Unless approved in writing by City, all Required Insurance shall be placed with insurers licensed to do business in the State of California and with a current A.M. Best rating of at least "A" and FSC-VIII.

19. Expenditure of Funds By Developer Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude Developer from expending funds on the Park Improvements prior to the execution of the Agreement, or from being credited by City for such expenditures. However, Developer understands and acknowledges that any expenditure of funds on the Park Improvements prior to the execution of this Agreement is made at Developer's

sole risk, and that some expenditures of Developer may not be eligible for credit under this Agreement.

20. Term. The term of this Agreement shall be from the date first written above until: (i) Developer has been fully credited for the construction of the Park Improvements (up to the amount of the Actual Credit); or (ii) termination of this Agreement pursuant to Section 15 of this Agreement. All indemnification obligations provided in this Agreement shall remain in effect following the termination of this Agreement.

21. Miscellaneous.

21.1 Assignment. Developer may assign all or a portion of its rights pursuant to this Agreement to a purchaser of a portion or portions of the Property ("Assignment"), provided that City consents in writing to such Assignment. Developer and such purchaser and/or assignee ("Assignee") shall provide to City such reasonable proof as it may require that Assignee is the purchaser of such portions of the Property. Any assignment pursuant to this section shall not be effective unless and until Developer and Assignee have executed an assignment agreement with City in a form reasonably acceptable to City, whereby Developer and Assignee agree, except as may be otherwise specifically provided therein, to the following: (1) that Assignee shall receive all or a portion of Developer's rights pursuant to this Agreement, including such credit as is determined to be applicable to the portion of the Property purchased by Assignee pursuant to Section 3.0 et seq. of this Agreement, (2) that Assignee shall be bound by all applicable provisions of this Agreement, and (3) that the City consents to such assignment, which will not be unreasonably withheld. Notwithstanding the foregoing, the City hereby consents in advance to (a) Developer's assignment of a portion of the Credits by Developer to PWL/MPPW or its successor(s), provided that the Developer hereunder constructs and maintains (or causes to be constructed and maintained) the Park Improvements as contemplated hereunder, and (b) Developer's assignment of all of its rights and obligations hereunder to PWL if Developer fails to timely acquire the second and third phase portions of the Property that Developer is currently scheduled to acquire from PWL.

21.2 Transfer of Credits. Except as provided herein, Credits are personal to the Developer and do not run with the Project. Developer may, at its sole option and discretion, transfer any of its Credits to any builder, developer, or other such entity or person acquiring any portion of the real property located within the Project (each, a **"Credit Transferee"**). Any such transfer of Credits shall be subject to the conditions and limitations herein regarding the application of Credits, including, without limitation, the application thereof only for development within the real property located with the Project. Any transfer of Credits to a Credit Transferee shall be made in writing and delivered to the City Administrator for acknowledgment of such transfer in the form attached hereto as **Exhibit "E".**

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

21.4 Warranty as to Property Ownership; Authority to Enter Agreement. Developer hereby warrants that it owns fee title to the real property contained within the Project and that it has the legal capacity to enter into this Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

21.5 Prohibited Interests. Developer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Developer or outside third party consultant or legal counsel, to solicit or secure this Agreement. Developer also warrants that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Developer or third party consultant or legal counsel, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon the making of this Agreement. For breach of this warranty, City shall have the right to rescind this Agreement without liability.

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

To City:	City of Perris 101 North D Street Perris, CA 92570 Attention: City Manager Phone (951) 943-6100
Copy to:	City of Perris 101 North D Street Perris, CA 92570 Attention: City Engineer Phone (951) 943-6100
Copy to:	City of Perris 101 North D Street Perris, CA 92570 Attention: Director of Community Services Phone (951) 943-6100
To Developer:	Pulte Home Company, LLC 27401 Los Altos, Suite 400 Mission Viejo, CA 92691 Attn: Greg Tsujimoto Telephone: (949) 330-8588
To PWL/MPPW:	PW Land Investments, L.P. MP Park West Partners, L.P. 4100 Newport Place Dr., Suite 790 Newport Beach, CA 92660

Attention: Randall C. Luce
Phone (949) 333-6752

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

21.7 Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Park Improvements under this Agreement. They shall make available for examination by the other party, its authorized agents, officers or employees any and all ledgers and books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or related to the expenditures and disbursements charged to the other party pursuant to this Agreement. Further, each party shall furnish to the other party, its agents or employees, such other evidence or information as they may require with respect to any such expense or disbursement charged by them. All such information shall be retained by the parties for at least four (4) years following termination of this Agreement, and they shall have access to such information during the four-year period for the purposes of examination or audit.

21.8 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate, or convenient to attain the purposes of this Agreement.

21.9 Construction; References; Captions. It being agreed the Parties or their agents have participated in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days, or period for performance shall be deemed calendar days and not workdays. All references to Developer include all personnel, employees, agents, and contractors of Developer, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

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

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

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

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

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

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

21.16 Time is of the Essence. Time is of the essence in this Agreement, and the Parties agree to execute all documents and proceed with due diligence to complete all covenants and conditions.

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

21.18 Precedence. In the event of a conflict between the provisions of this Agreement and any provision of this Agreement's exhibits, the provisions of this Agreement shall govern.

21.19 Entire Agreement. This Agreement contains the entire agreement between City, Developer and PWL/MPPW and supersedes any prior oral or written statements or agreements between City, Developer and PWL/MPPW.

[SIGNATURES OF PARTIES ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DEVELOPER:

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Name: _____
Title: _____

PWL:

PW LAND INVESTMENTS, L.P.,
a Delaware limited partnership

By: MISSION PACIFIC INVESTORS, LLC,
a Delaware limited liability company

By: _____
Randall C. Luce
Managing Principal

MPPW:

MP PARK WEST PARTNERS, L.P.,
a Delaware limited partnership

By: MISSION PACIFIC INVESTORS, LLC,
a Delaware limited liability company

By: _____
Randall C. Luce
Managing Principal

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY:

City of Perris, a California municipal corporation

By: _____
Clara Miramontes, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Robert Khuu, City Attorney

[END SIGNATURES]

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

[On following pages]

Exhibit "A"

Legal Description

Real property in the City of Perris, County of Riverside, State of California, described as follows:

PARCELS 1 THROUGH 9, INCLUSIVE, OF PARCEL MAP NO. 38375 AS SHOWN ON PARCEL MAP RECORDED OCTOBER 25, 2023 IN BOOK 257, PAGES 40 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

(APN: 310-210-001, 310-210-012 AND 310-200-006)

THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED APRIL 8, 1955 AS INSTRUMENT NO. 23195 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM ANY PORTION INCLUDED IN THE EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA;

ALSO EXCEPTING THEREFROM THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT ON FILE IN THE DISTRICT LAND OFFICE;

ALSO EXCEPTING THEREFROM THAT PORTION THEREOF CONVEYED TO THE PERRIS PROPERTY PARTNERSHIP, A CALIFORNIA GENERAL PARTNERSHIP, BY DEED RECORDED JANUARY 12, 1989 AS INSTRUMENT NO. 11507 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(APN: 310-210-002 THROUGH 310-210-005, 310-210-007 THROUGH 310-210-009, 310-210-011 AND 310-210-013)

LOTS 1 THROUGH 15 INCLUSIVE OF EVERVIEW TRACT, AS SHOWN BY MAP ON FILE IN BOOK 16 PAGE(S) 64 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

(APN: 310-200-004)

THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF;

EXCEPT THAT PORTION LYING SOUTHWEST OF THE NORTHEAST LINE OF THE LAND CONVEYED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT BY DEED RECORDED JULY 2, 1953 IN BOOK1487 PAGE 541 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

Exhibit B

EXHIBIT "B"

LEGAL DESCRIPTION AND DEPICTION OF DEDICATION PROPERTY

[On following pages]

Exhibit "B"

Legal Description

Real property in the City of Perris, County of Riverside, State of California, described as follows:

PARCEL 5 OF PARCEL MAP NO. 38375 AS SHOWN ON PARCEL MAP RECORDED OCTOBER 25, 2023 IN BOOK 257, PAGES 40 THROUGH 45, INCLUSIVE, OF PARCEL MAPS, IN THE OFFICE OF THE RIVERSIDE COUNTY RECORDER.

EXHIBIT "B"

DEPICTION OF THE DEDICATION PROPERTY

[On following pages]

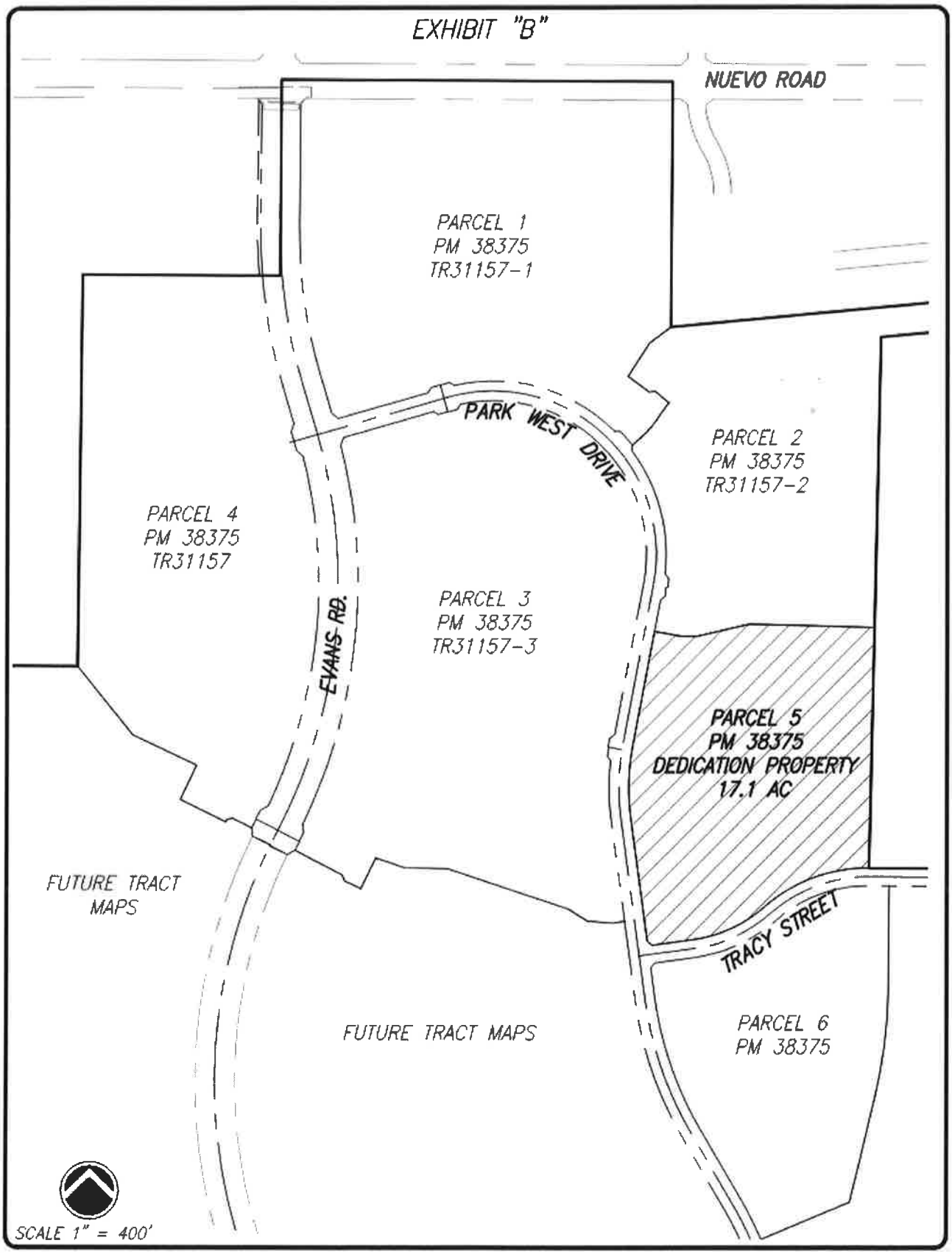


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Exhibit B-1

EXHIBIT "C"

PARK IMPROVEMENTS

SCOPE OF WORK

1. The estimated costs of the design and construction of the Park Improvements is $10,081,481. The cost estimate for the Park Improvements are included in more detail in **Exhibit "C-1"** and depiction of Park Improvements included in **Exhibit "C-2"** attached hereto.

2. Construction of the Park Improvements shall be constructed on Parcel 5 of Parcel Map 38375 of the Dedication Property as provided in Exhibit "C-2".

3. Developer shall submit working drawings for the Park Improvements to City prior to the issuance of the Certificate of Occupancy for the 300th residential dwelling unit within Tract 31157.

4. Developer shall start construction of the Park Improvements prior to the issuance of the Certificate of Occupancy for the 400th residential dwelling unit within Tract 31157.

5. Developer shall complete the Park Improvements prior to the issuance of the Certificate of Occupancy for the 500th residential dwelling unit within Tract 31157.

EXHIBIT "C-1"

ESTIMATED COSTS
[On following pages]

PARK WEST COMMUNITY PARK

ESTIMATE OF PROBABLE COST

Date 10/26/2023

	UNIT	PRICE	QTY	AMOUNT
IMPROVEMENT COSTS				
Site Amenities				
Baseball Field DG	SF	3.50	14,770	51,695
Recreation/Restroom Building	SF	287.50	3,887	1,117,513
Tot Lot Rubberized Surface	SF	22.50	5,190	116,775
Tennis Court (78' x 36') $15/sf	LS	66,855.00	1	66,855
Pickleball Court	EA	30,000.00	2	60,000
Futsal Court (135' x 81') $16/sf	EA	162,500.00	1	162,500
Basketball Court (94' x 50')	EA	70,000.00	1	70,000
Baseball Dugout and Bleacher Seats	EA	12,250.00	4	49,000
Removable Traffic Bollard	EA	925.00	6	5,550
Trash Enclosure (15' x 17')	EA	25,000.00	1	25,000
Park Monument Signage	EA	20,000.00	1	20,000
Picnic Shelter	EA	35,000.00	1	35,000
Shade Structure Pavilion (42' x 16') @ Rec. Center	EA	51,880.00	1	51,880
Tot Lot Play Structures	EA	125,000.00	1	125,000
Sports Field Equipments	EA	50,000.00	1	50,000
Misc Amenities (Chairs/Benches/Picnic Tables/Fountain/Etc	EA	75,000.00	1	75,000
Subtotal Site Amenities				**2,081,768**
Construction				
Mobilization	LS	75,000.00	1	75,000
Clear & Grub	AC	1,000.00	17.1	17,100
Mass Excavation	CY	1.60	60,147	96,235
6' Alluvial Removals - Fill Area	CY	1.60	18,166	29,066
4' Pad Overexcavation - Cut Area	CY	1.60	7,726	12,362
Construction Water	CY	0.15	86,039	12,906
Finish Grade	SF	0.13	744,876	96,834
Erosion Control During Grading	AC	1,000.00	17.1	17,100
Erosion Control After Grading (Implementation)	AC	1,000.00	17.1	17,100
Erosion Control After Grading (Maintenance)	AC	400.00	17.1	6,840
Construction Entrance	EA	4,500.00	1	4,500
Soil Prep	SF	0.30	753,530	226,059
Concrete Walkway	SF	6.50	33,915	220,448
Concrete Pad	SF	6.50	48,305	313,983
Stamp Concrete	SF	15.00	5,175	77,625
Colored Concrete Band	SF	22.00	190	4,180
AC Parking	SF	4.50	30,750	138,375
Driveway	SF	8.50	670	5,695
Curb & Gutter	LF	25.00	1,420	35,500
6" Mow Curb	LF	20.00	1,405	28,100
Signage/Striping	LS	10,000.00	1	10,000
Water Service	EA	10,000.00	1	10,000
Sewer Service	EA	8,000.00	1	8,000
Site Drainage	EA	150,000.00	1	150,000
6'Tubular Steel Fence	LF	55.00	120	6,600
5' Tubular Steel Dog Park Fence	LF	50.00	435	21,750
16' Chain Link Fence Baseball Field	LF	110.00	350	38,500
6' Chain Link Fence Baseball Field	LF	40.00	820	32,800
10' Chain Link Fence at Tennis Court	LF	70.00	855	59,850
6' High Perimeter Splitface Block Wall	LF	108.00	816	88,128
6' Pilaster at Park Site	EA	985.00	9	8,865

Exhibit C-1

3 Rail Vinyl Fence Perimeter	LF	35.00	1,790	62,650
Passenger Gate	EA	3,500.00	6	21,000
Vehicular Park Gate	EA	8,500.00	2	17,000
Subtotal Construction				**1,970,149**
Site Electircal				
Lighting (Tennis/Basketball/Futsal Court)	LS	150,000.00	1	150,000
Lighting-Musco Sport Field	EA	90,000.00	8	720,000
Lighting-Speciality Light Post At Entry	EA	10,000.00	14	140,000
Bollard Lighting	EA	2,400.00	45	108,000
Subtotal Site Electrical				**1,118,000**
Landscape & Irrigation				
Shrubs, Groundcover & Mulch	SF	6.90	47,000	324,300
Turf Area - Hydroseed	SF	3.05	540,090	1,647,275
Entry Trees - Palms 16' BTH	EA	2,700.00	5	13,500
Entry Trees - Assumes 48" Box	EA	2,000.00	8	16,000
Perimeter Trees - Assumes 36" Box	EA	800.00	29	23,200
Medium Trees - Assumes 24" Box	EA	367.50	57	20,948
Small Trees - Assumes 15 Gal	EA	132.50	34	4,505
Maintenance, Allowance For 12 Months	SF	0.42	587,090	246,578
Subtotal Landscape & Irrigation				**2,296,305**
Prevailing Wage Markup	%	23.0%	5,256,569	1,209,011
TOTAL IMPROVEMENT COSTS				**$ 8,675,232**
CONSULTANT COSTS				
Conceptual Landscape Design	LS	32,500.00	1	32,500
Landscape Construction Drawings	LS	154,250.00	1	154,250
Electrical Design	LS	10,000.00	1	10,000
Architectural Design for Recreation Bldg.	LS	125,000.00	1	125,000
Civil - Precise Grading Plan/ECP	LS	37,000.00	1	37,000
Civil - Construction Staking	LS	66,000.00	1	66,000
Soils Observation/Testing	LS	15,000.00	1	15,000
Construction Management	LS	50,000.00	1	50,000
TOTAL CONSULTANT COSTS				**$ 489,750**
SUBTOTAL				**$ 9,164,982**
Contingency - 10%				**$ 916,498**
TOTAL				**$ 10,081,481**

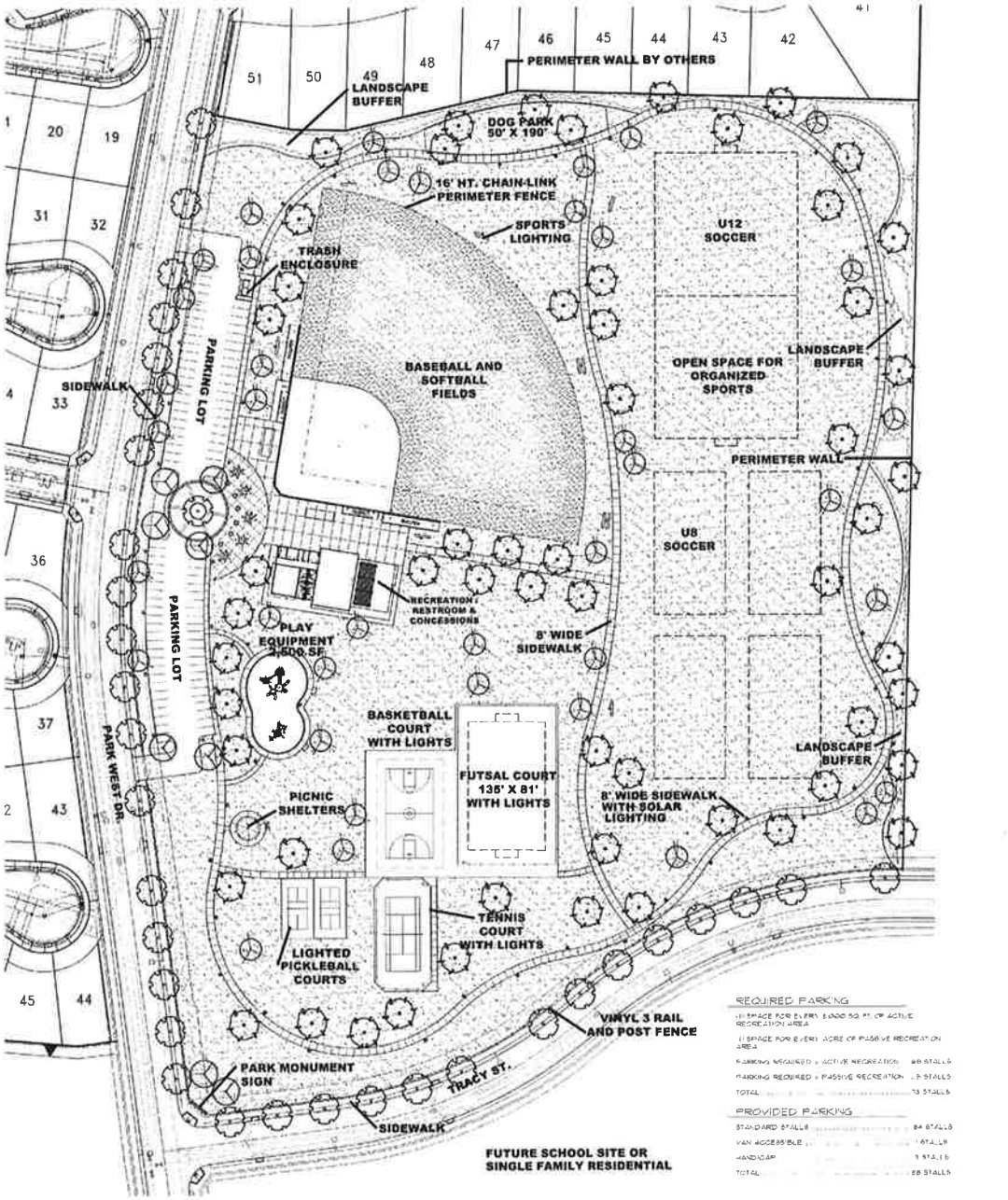
Exhibit C-1

EXHIBIT "C-2

DEPICTION OF PARK IMPROVEMENTS

[On following pages]

PARK WEST



MISSION PACIFIC INVESTORS

CONCEPTUAL PARK MASTER PLAN
CITY OF PERRIS, CA

HERMANN DESIGN GROUP

Exhibit C-2

EXHIBIT "C-3"

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

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

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

2. List of bidders from whom bids were requested;

3. Construction schedules and progress reports;

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

5. Invoices received from all vendors;

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

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

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

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

EXHIBIT "D"

FORM OF CERTIFICATE TO
APPLY PARK DEVELOPMENT IMPACT FEE CREDITS

The undersigned Owner is the holder of certain Park Development Impact Fee Credits (**"Fee Credits"**) related to the Improvement and Credit Agreement between Owner and the City of Perris, dated _____ (the **"Agreement"**). The undersigned Owner hereby elects to apply the amount of Fee Credits described below as a credit against the Park Development Impact Fee otherwise payable in connection with the issuance of a building permit for the residential dwelling units of the Owner's Property, as described below:

Owner's Legal Name: _____

Subdivision Name: _____

Final Map Name and Date: _____

Village (or Units) and Lot Numbers: _____

Attach copy of Final Map with lot numbers visible.

Amount of Available Fee Credits: $_____

Amount of Fee Credits Applied for Subdivision: $_____

Remaining Fee Credits After Application: $_____

* The amount of the Fee Credits noted above are all subject to increase in conjunction with any increase in the Park DIF as described in the Agreement.

OWNER:

_____
a _____

By:_____
Name:_____
Title:_____

Date:_____

ACKNOWLEDGED AND APPROVED:

_____
Name:_____
Title: Fee Administrator

EXHIBIT "E"

FORM OF CERTIFICATE OF TRANSFER OF PARK DEVELOPMENT IMPACT FEE CREDITS

The undersigned Owner, as the holder of certain Park Development Impact Fee Credits (**"Fee Credits"**) related to the Improvement and Credit Agreement between Owner and the City of Perris, dated _____ (the **"Agreement"**). The undersigned Owner, hereby assigns, transfers and conveys a portion of the Fee Credits to the undersigned Transferee as indicated below:

Owner's Legal Name: _____
Transferee's Legal Name: _____
Transferee's Subdivision Name: _____

Attach copy of Map of Trasferee's Property

Amount of Fee Credits Transferred: $_____
Amount of Fee Credits Held by Owner Before Transfer: $_____
Balance of Fee Credits Held by Owner After Transfer: $_____

* The amount of the Fee Credits noted above are all subject to increase in conjunction with any increase in the Park DIF as described in the Agreement.

By signing below, Transferee/Home Builder concurs and agrees to the amount of the Fee Credits transferred hereunder and agrees to protect, defend, indemnify and hold the City and its officers, agents and employees harmless from and against any and all liabilities, claims, or lawsuits in connection with or resulting from any dispute between Transferor and Transferee pertaining to the Fee Credits transferred hereunder.

OWNER:

_____
a _____

By:_____
Name:_____
Title:_____
Date:_____

Owner Contact:

Name:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
E-Mail:_____

TRANSFEREE/HOME BUILDER:

_____
a _____

By: _____
Name:_____
Title:_____
Date:_____

Transferee/Home Builder Contact:

Name:_____
Address:_____
_____
Telephone:_____
Facsimile:_____
E-Mail:_____

ACKNOWLEDGED AND APPROVED:

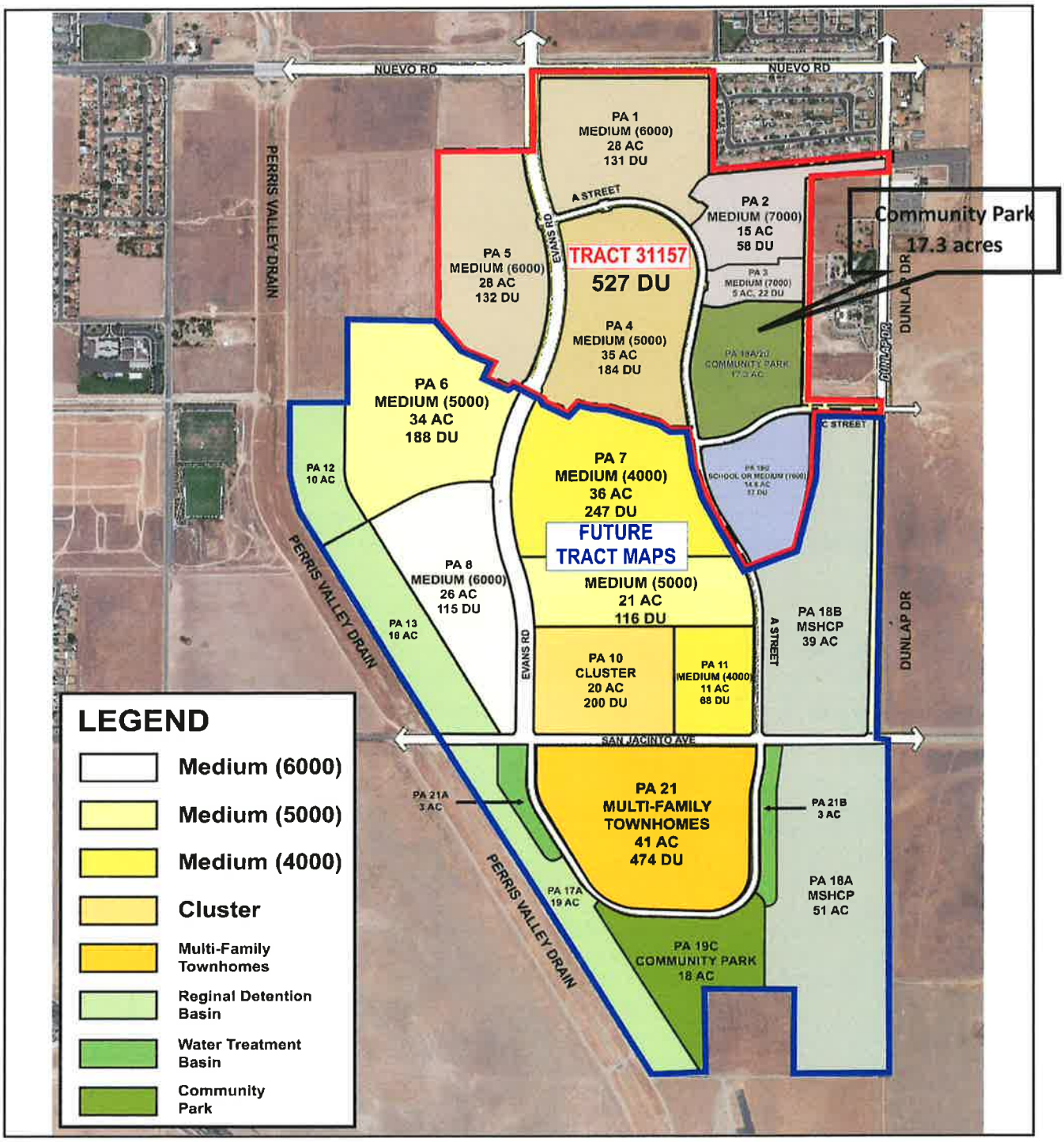
_____
Name:_____
Title: Fee Administrator

EXHIBIT "F"

DEPICTION OF PLANNING AREAS

[On following pages]

EXHIBIT "F"



Total by Land Use	DU
Cluster	200
R-4000	315
R-5000	488
R-6000	378
R-7000	80
School (R-7000)	57
Multi-Family Townhomes	474
TOTAL	**1992**

Park West Specific Plan

MISSION PACIFIC INVESTORS

ALBERT A. WEBB ASSOCIATES

ATTACHMENT 3:
Third Operating Memorandum to the Park West Development Agreement, approved by City Council March 29, 2022

PARKWEST DEVELOPMENT AGREEMENT

THIRD OPERATING MEMORANDUM

THIS THIRD OPERATING MEMORANDUM ("Memorandum") is made and entered into as of the 29th day of March, 2022 ("Effective Date"), by and between the CITY OF PERRIS, a municipal corporation ("City"), and MP Park West Partners, LP, a Delaware limited partnership ("ParkWest"), and PW Land Investments, LP, a Delaware limited partnership ("PW") (hereinafter collectively referred to as "Developer").

RECITALS

A. City and Developer are parties to that certain Assignment and Assumption Agreement dated October 25, 2021 and recorded in the Official Records of Riverside County on October 28, 2021 as Document No. 2021-0638363 (the "Assignment and Assumption Agreement").

B. As a result of the execution of the Assignment and Assumption Agreement, City and Developer are now parties to that certain Development Agreement dated March 28, 2007 and recorded in the Official Records of Riverside County on April 5, 2007 as Document No. 2007-230751 (the "Development Agreement") and as amended or altered by way of the Operating Memoranda and Amendments set forth below.

C. Unless otherwise provided herein, capitalized terms used in this Memorandum shall carry the same definitions as those set forth in the Development Agreement.

D. City and Developer's predecessor entered into an operating memorandum dated March 24, 2017, extending the term of the Development Agreement with respect to Phase 1 for six (6) months, to September 27, 2017 ("First Operating Memorandum").

E. City and Developer's predecessor entered into a second operating memorandum dated September 20, 2017, extending the term of the Development Agreement with respect to Phase 1 for an additional four (4) months, to January 27, 2018 ("Second Operating Memorandum").

F. City and Developer entered into an amendment to the Development Agreement dated January 30, 2018, extending the term of the Development Agreement with respect to Phase 1 for an additional ten (10) years, to January 27, 2028 ("Amendment No. 1"). Said Amendment No. 1 is recorded in the Official Records of Riverside County as Document No. 2018-0128296.

G. Section 9.19 of the Development Agreement provides that City and Developer may, from time to time, execute operating memoranda to clarify matters relating to City's and Developer's performance under the Development Agreement.

H. The City Attorney has determined that the subject matter of this Memorandum is appropriate to constitute further clarifications in accordance with the provisions of Section 9.19 of the Development Agreement. This Memorandum shall not require public notice or hearing.

NOW, THEREFORE, in consideration of the mutual promises, obligations and covenants contained herein, City and Developer hereby agree as follows:

1. Recitals Incorporated. The foregoing Recitals are true and correct and are incorporated herein by reference.

2. Modification of Planning Areas and Relocation of School Site. The Specific Plan provides for a Neighborhood Park in Planning Area 19A, a Phase 1 Community Park in Planning Area 19B, and a School Site in Planning Area 20. Pursuant to Section 2.1 of the Specific Plan, planning area boundaries may be modified with the approval of the Planning Director (now Director of Development Services). City and Developer desire to modify the boundaries of Planning Areas 19B and 20 to make the Neighborhood Park contiguous with the Phase 1 Community Park to be developed as a single park, and to move the School Site south of C Street. The revised boundaries are showed in the Site Map attached hereto as Exhibit "A."

3. "A" Street Alignment In-Lieu of "B" Street. As a second alternative to being required to comply with the "B" Street Condition per Section 3.26 of the Development Agreement, Developer, by notifying the City in writing, may elect to complete the "A" Street alignment in lieu of "B" Street. If the Developer elects to substitute the "A" Street alignment for the "B" Street Condition, all the requirements of the City that would have been applicable (under the Existing Land Use Regulations) to the improvements required by the "B" Street Condition, including, without limitation, bonding and subdivision agreement requirements, shall instead be applicable to the alignment required for "A" Street. A Street from Evans Road to the southerly boundary of the relocated Planning Area 20 shall be constructed with curb and gutter located 22' from centerline (both sides) within 66' dedicated right of way. A Street from the southerly boundary of relocated Planning Area 20 to San Jacinto Avenue shall be constructed with 30' paving within dedicated right-of-way. In addition, early installation of streetlights along the north side of San Jacinto Avenue from "A" Street to Dunlap Drive, and safety improvements to the intersection of San Jacinto Avenue and Dunlap Drive, shall be required. Safety improvements to the intersection of San Jacinto Avenue and Dunlap Drive shall be the construction of a right turn pocket on south bound Dunlap Drive, a left turn pocket on east bound San Jacinto Avenue, and a right turn pocket on west bound San Jacinto Avenue.

4. Timing of Development of the Phase 1 Community Park and Neighborhood Park. The Phase 1 Community Park and Neighborhood Park shall be combined into and developed as a single park. Timing of development of the combined park shall be modified in Sections 3.17.3 and 3.17.4 of the Development Agreement as follows:

a. Developer shall submit working drawings for the park and supporting infrastructure to City prior to the issuance of the Certificate of Occupancy for the 300th dwelling unit within TT 31157.

b. Developer shall start construction of the park prior to the issuance of the Certificate of Occupancy for the 400th dwelling unit within TT 31157.

c. Developer shall complete the park prior to the issuance of the Certificate of Occupancy for the 500th dwelling unit within TT 31157.

5. Obligations Fulfilled by Developer. Developer has fulfilled the following obligations under the Development Agreement:

a. Section 3.4, Construction of Nuevo Crossing Improvements.

b. Section 3.8.6, Line "Q" – Area Drainage Plan Fees.

c. Section 3.17.9, Interchange Signals.

d. Section 3.28, Dedication of Land for Evans Road/Nuevo Road Traffic Signal.

6. Ramona Mobility Fee. The City did not adopt a mobility fee relating to the expansion of the Ramona Expressway and other streets in the vicinity of the Project, pursuant to Section 3.8.7 of the Development Agreement. Therefore, Section 3.8.7 is no longer applicable to the Development Agreement.

7. Application to Phase 1 Only. With the exception of Sections 5 and 6, this Memorandum applies solely to the Phase 1 of the Project as depicted in the Site Map attached hereto as Exhibit "A." Future changes to the Project not covered by this Memorandum will require an amendment to the Specific Plan and Development Agreement.

8. No Further Amendments. Except as expressly set forth herein, the provisions of the Development Agreement shall remain in full force and effect.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Operating Memorandum has been executed by the parties on the date and year first above written.

City:

CITY OF PERRIS, a municipal corporation

By: _____
Clara Miramontes
City Manager, City of Perris

ATTEST:

By: _____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

Developer:

MP Parkwest Partners, LP, a Delaware limited partnership

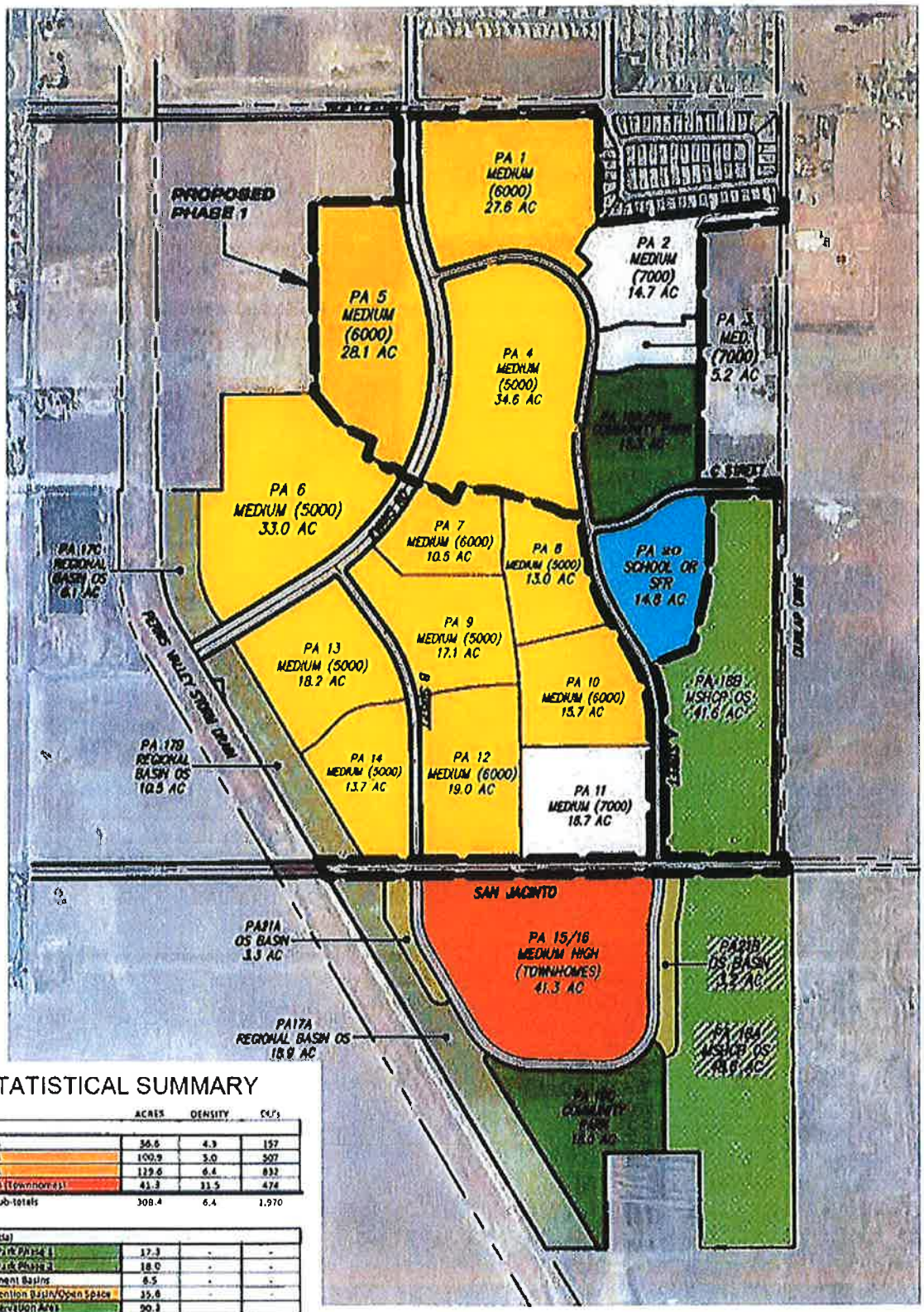
By: Rendall C. Luce
Authorized Representative

PW Land Investments, LP, a Delaware limited partnership

By: Rendall C. Luce
Authorized Representative

EXHIBIT A

PHASE 1 SITE MAP



STATISTICAL SUMMARY

LAND USE	ACRES	DENSITY	D.U.'s
Residential			
7,000 s.f. lots	36.6	4.3	157
6,000 s.f. lots	100.9	5.0	507
5,000 s.f. lots	129.6	6.4	832
Medium High (Townhomes)	41.3	11.5	474
Residential Sub-totals	308.4	6.4	1,970
Non-Residential			
Community Park (PA 19 & 1)	17.3	-	-
Community Park Phase 2	18.0	-	-
Water Treatment Basins	6.5	-	-
Regional Detention Basin/Open Space	35.6	-	-
MSHCP Conservation Area	90.3		
School*	14.8	4.6	57
Landscape Easeo	13.0	-	-
Major Roads (curb to curb)	41.3	-	-
Non-Residential Sub-totals	225.9	-	-
PROJECT TOTALS	534.3	3.8	2,027

*If P.A. 20 is not purchased as a school site, it shall be developed with Medium Density Residential uses (7,000 S.F. Lots) with a maximum of 57 D.U.'s.

CITY OF PERRIS

10.K.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve Final Financing Parcel Map 26-00002 (FPM 38811) – Approval of Final Financing Parcel Map No. 38811 to subdivide approximately 197.28 net acres into 4 lots to allow for the sale of the properties associated with the Harvest Landing Specific Plan located north of Walmart Center Drive, south of Orange Avenue, east of Frontage Road, and west of North Perris Boulevard. Applicant: HIP SoCal Properties, LLC

REQUESTED ACTION: Approve Final Financing Parcel Map 26-00002 (FPM 38811) and authorize the Mayor to sign the subdivision map.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On February 10, 2026, the City Council by a 3-2 vote (**Yes** – Mayor Vargas, Corona, and Rabb; **No** – Nava and Vallejo), approved a comprehensive update to the Harvest Landing Specific Plan to include entitlement of a 428,507-square-foot commercial shopping center, a 391,725-square-foot parcel hub, and construction of a 16.5-acre Sports Park. The approval included a Tentative Parcel Map 38811 (TTM24-05198) to subdivide approximately 197.28 net acres into 4 parcels to align with the configuration of the shopping center, parcel hub, and remaining parcels to facilitate the development, located south of Orange Avenue.

The applicant now requests approval of the Final Financing Parcel Map to create the 4 parcels to allow for the sale of the commercial shopping center site and parcel hub site for development, with buyers ready to acquire the property and begin construction as soon as the infrastructure plans are approved. Thus far, the applicant has begun submitting plans for off-site construction and has made the $2,000,000 payment to fund the First-Time Homebuyer Down Payment Assistance Program, satisfying the requirement in Section 4.6 of the Harvest Landing Development Agreement before the deadline of August 12, 2026.

Development Services and Engineering Departments have determined that the final map complies with the Subdivision Map Act and applicable provisions of the City's Municipal Code. Therefore, the City

Engineer recommends approval of Final Financing Parcel Map No. 38811.

RECOMMENDATION:

Staff recommends that the City Council approve Final Financing Parcel Map 26-00002 (FPM 38811) for sale/conveyance purposes.

BUDGET (or FISCAL) IMPACT:
There is no fiscal impact associated with this Project since all project costs are borne by the applicant.

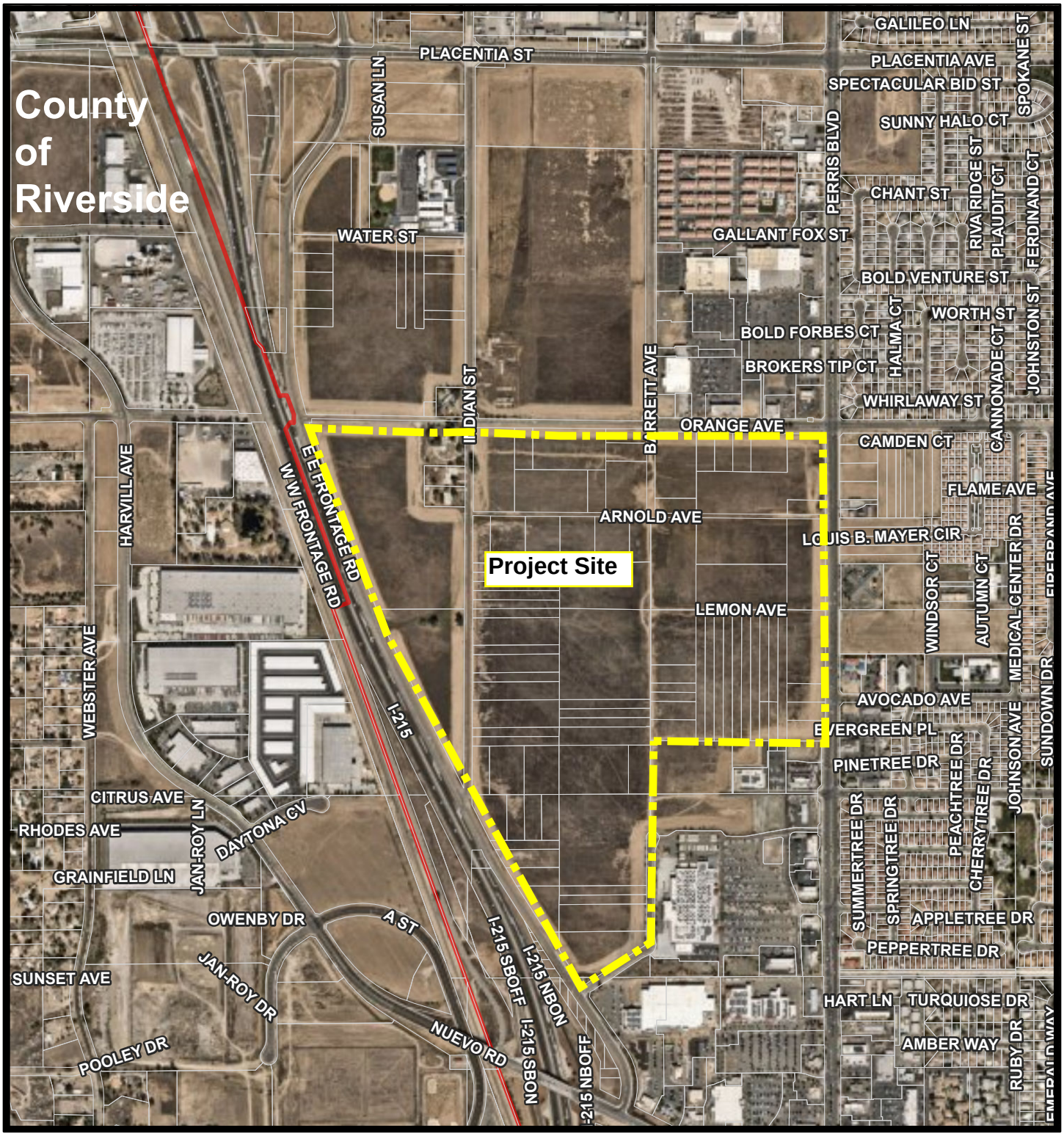
Prepared By: Nathan Perez, Senior Planner

Attachments:
1. Vicinity Map
2. Approved Site Plan (For Informational Purposes)
3. Final Financing Parcel Map No. 38811
4. Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
5. City Council Staff Report without Attachments - Dated February 10, 2026

ATTACHMENT 1

Vicinity Map

Vicinity/Aerial Map



1:14,742

0 500 1,000 2,000 ft

0 170 340 680 m

Nearmap

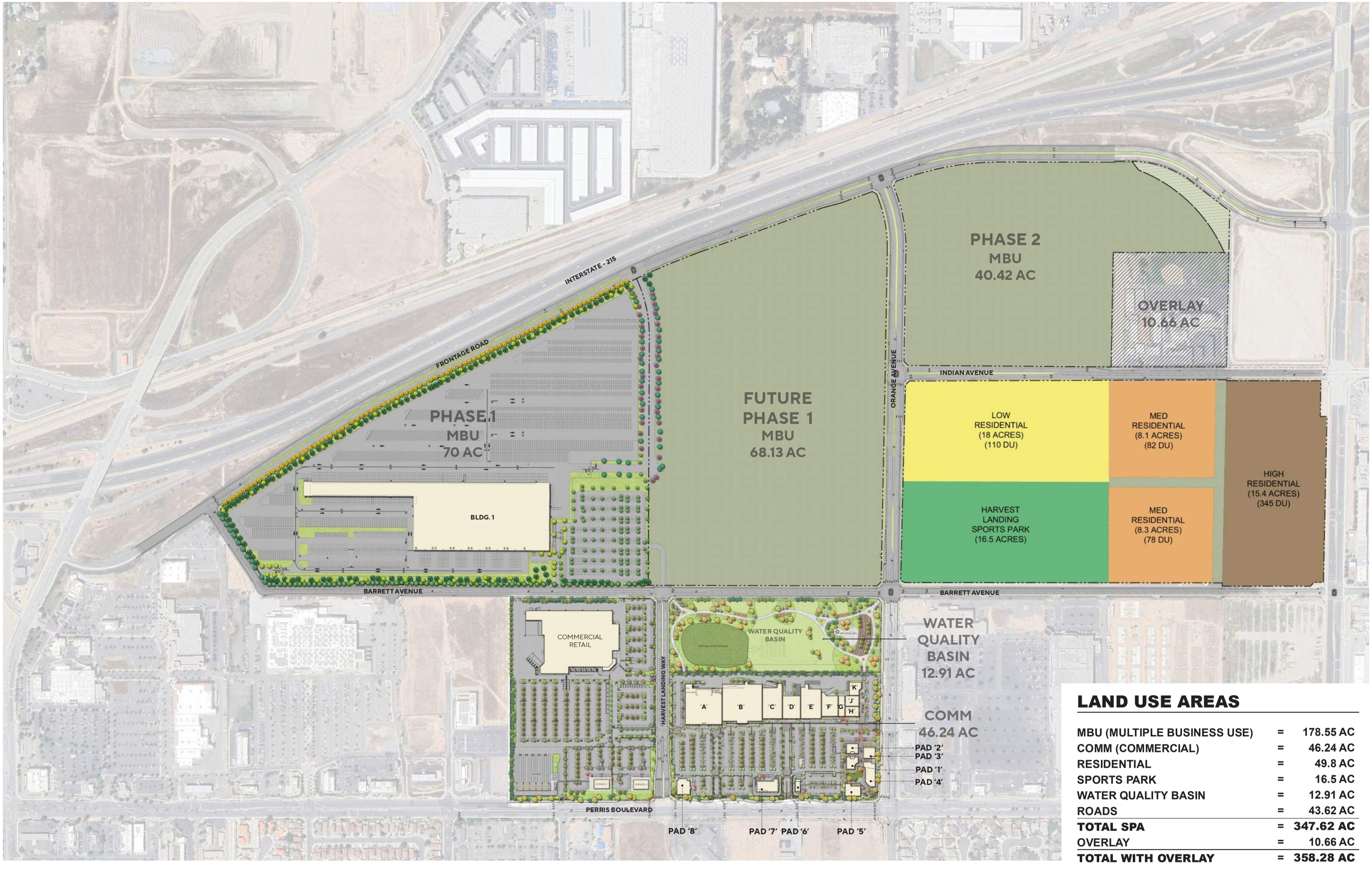
KEY

Perris Boundary

Project Site

ATTACHMENT 2

Approved Site Plan (For Information Purposes)



LAND USE AREAS

MBU (MULTIPLE BUSINESS USE)	=	178.55 AC
COMM (COMMERCIAL)	=	46.24 AC
RESIDENTIAL	=	49.8 AC
SPORTS PARK	=	16.5 AC
WATER QUALITY BASIN	=	12.91 AC
ROADS	=	43.62 AC
TOTAL SPA	=	**347.62 AC**
OVERLAY	=	10.66 AC
TOTAL WITH OVERLAY	=	**358.28 AC**

HARVEST LANDING RETAIL CENTER & BUSINESS PARK

PERRIS, CA

CONCEPTUAL MASTER PLAN

0' 100' 200' 300' 400' 500' 600'

N

Architecture. Design. Relationships.

A1

Scale
Job No. 585
Date 2026-01-29

ATTACHMENT 3

Final Parcel Map No. 38811

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 20___, AT _____.M. IN BOOK _____ OF MAPS, AT PAGES _____, AT THE REQUEST OF THE CITY CLERK OF THE CITY OF PERRIS.

NO. _____
FEE: _____
PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____ DEPUTY

SUBDIVISION GUARANTEE:
FIDELITY NATIONAL TITLE COMPANY

OWNER'S STATEMENT

WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY GRANT LOT "A" IN FEE TO THE CITY OF PERRIS.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOT "B" (FRONTAGE ROAD), LOT "C" (FRONTAGE ROAD), LOT "D" (WALMART SUPERCENTER DRIVE), LOT "E" (WALMART SUPERCENTER DRIVE), LOT "F" (BARRATT AVENUE), LOT "G" (FRONTAGE ROAD), LOT "H" (ORANGE AVENUE), LOT "I" (BARRETT AVENUE), LOT "J" (BARRATT AVENUE), LOT "K" (HARVEST LANDING WAY) LOT "L" (PERRIS BOULEVARD). LOT "M" (BARRATT AVENUE), LOT "N" (ORANGE AVENUE), LOT "O" (PERRIS BOULEVARD), AND LOT "P" (HARVEST LANDING WAY) . THE DEDICATION IS FOR STREET AND PUBLIC UTILITY PURPOSES.

AS A CONDITION OF DEDICATION OF FRONTAGE ROAD (LOT "A", LOT "B", LOT "G"), ORANGE AVENUE (LOT "H", LOT "N"), HARVEST LANDING WAY (LOT "K", LOT "P"), PERRIS BOULEVARD (LOT "L", LOT "O"), BARRETT AVENUE (LOT "F", LOT "J", LOT "M"), AND WALMART SUPERCENTER DRIVE (LOT "D", LOT "E"), THE OWNERS OF PARCELS 1, 2, 3, AND 4 ABUTTING THIS HIGHWAY AND DURING SUCH TIME WILL HAVE NO RIGHTS OF ACCESS EXCEPT THE GENERAL EASEMENT OF TRAVEL AND AT THOSE LOCATIONS MARKED AS DRIVEWAYS AS SHOWN ON THE MAP. ANY CHANGE OF ALIGNMENT OR WIDTH THAT RESULTS IN THE VACATION THEREOF SHALL TERMINATE THIS CONDITION OF ACCESS RIGHTS AS TO THE PART VACATED.

OWNER'S

HIP SO-CAL SMS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____

NAME: JONATHAN HOFFER
TITLE: SMS MANAGEMENT, LLC, MANAGER

NUEVO PERRIS, LLC, A DELAWARE LIMITED LIABILITY COMPNAY.

BY: _____

NAME:
TITLE:

BENEFICIARIES

SMS FINANCIAL PERRIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER DEEDS OF TRUST RECORDED JULY 27, 2022 AS INSTRUMENT NO. 2022-0333791 AND 2022-0333820 BOTH OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: _____
PRINT NAME:
TITLE:

SMS FINANCIAL STRATEGIC INVESTMENTS IX, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 16, 2023 AS INSTRUMENT NO. 2023-00304345 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: _____
PRINT NAME:
TITLE:

SMS FINANCIAL PERRIS, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED JULY 26, 2022 AS INSTRUMENT NO. 2022-0332868 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: _____
PRINT NAME:
TITLE:

SMS FINANCIAL STRATEGIC INVESTMENTS IV, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED OCTOBER 16, 2023 AS INSTRUMENT NO. 2023-0304344 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: _____
PRINT NAME:
TITLE:

NUEVO PERRIS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS BENEFICIARY UNDER A DEED OF TRUST RECORDED JUNE 1, 2026 AS INSTRUMENT NO. 2026-0165431 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY.

BY: _____
PRINT NAME:
TITLE:

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF $_____ HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE, AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE _____, 2026

CASH OR SURETY TAX BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: _____, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN, BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE $_____.

DATE _____, 2026

MATTHEW JENNINGS, COUNTY TAX COLLECTOR

BY: _____, DEPUTY

CITY ACCEPTANCE STATEMENT

THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BY ITS DULY AUTHORIZED OFFICERS, HEREBY APPROVES SAID FINAL MAP AND ACCEPTS THE OFFERS OF DEDICATION MADE HEREON OF:
LOT 'A' IN FEE;
LOT 'B' (FRONTAGE ROAD), LOT 'C' (FRONTAGE ROAD), LOT 'D' (WALMART SUPERCENTER DRIVE), LOT "E" (WALMART SUPERCENTER DRIVE), LOT "F" (BARRATT AVENUE), LOT "G" (FRONTAGE ROAD), LOT "H" (ORANGE AVENUE), LOT "I" (BARRATT AVENUE). LOT "J" (BARRATT AVENUE), LOT "K" (HARVEST LANDING WAY), LOT "L" (PERRIS BOULEVARD), LOT "M" (BARRATT AVENUE), LOT "N" (ORANGE AVENUE), LOT "O" PERRIS BOULEVARD, AND LOT "P" (HARVEST LANDING WAY) FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES. THE CITY DECLARES THAT THE ACCEPTANCE OF THE OFFERS IS TO VEST TITLE IN THE CITY ON BEHALF OF THE PUBLIC FOR SAID PURPOSES BUT THAT SAID ROADS SHALL NOT BECOME PART OF THE CITY MAINTAINED ROAD SYSTEM UNTIL ACCEPTED BY RESOLUTION OF THE CITY, SUBJECT TO IMPROVEMENTS IN ACCORDANCE WITH CITY STANDARDS.

WE ALSO ACCEPT THE OFFER OF DEDICATION OF ABUTTERS RIGHTS OF ACCESS ALONG FRONTAGE ROAD, ORANGE AVENUE, HARVEST LANDING WAY, PERRIS BOULEVARD, BARRETT AVENUE, AND WALMART SUPERCENTER DRIVE FOR PUBLIC ROAD AND PUBLIC UTILITY PURPOSES.

_____
MICHAEL M. VARGAS DATE
MAYOR OF THE CITY OF PERRIS

ATTEST: _____
CITY CLERK DATE

CITY CLERK'S STATEMENT

I HEREBY STATE THAT AN UNDERTAKING OR CASH DEPOSIT SATISFACTORY TO THE CITY COUNCIL OF THE CITY OF PERRIS GUARANTEEING THE INSTALLATION OF MONUMENTATION HAS BEEN APPROVED AND FILED WITH THE CITY OF PERRIS PRIOR TO ACCEPTANCE OF THIS MAP.
DATED: _____, 2026

BY: _____ DATE: _____
NANCY SALAZAR
CITY CLERK OF THE CITY OF PERRIS

ABANDONMENT NOTE

PURSUANT TO SECTIONS 66434 AND 66499.20.2 OF THE SUBDIVISION MAP ACT, THE APPROVAL AND RECORDATION OF THIS PARCEL MAP CONSTITUTES THE ABANDONMENT OF THE FOLLOWING:

THOSE PORTIONS OF INDIAN AVENUE (FORMERLY RIVERSIDE AVENUE) DEDICATED ON THE MAP OF FIGADOTA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 53 OF MAPS, AND MAP OF FIGADOTA FARMS NO. 1A, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 68 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BORDERS OF THIS MAP.

THOSE PORTIONS OF ARNOLD WAY DEDICATED ON THE MAP OF FIGADOTA FARMS NO. 1A, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 68 OF MAPS, AND MAP OF FIGADOTA FARMS NO. 6, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 77 OF MAPS, BOTH RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BORDERS OF THIS MAP.

THOSE PORTIONS OF CITRUS AVENUE DEDICATED ON THE MAP OF FIGADOTA FARMS, AS SHOWN BY MAP ON FILE IN BOOK 16, PAGE 53, OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, WITHIN THE BORDERS OF THIS MAP.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HIP SO-CAL SMS, LLC, IN OCTOBER 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR WILL BE IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

DATED: _____, 2026

PROFESSIONAL LAND SURVEYOR JOHN R. DUQUETTE NO. 7566 STATE OF CALIFORNIA

_____
JOHN R. DUQUETTE P.L.S. 7566

CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, AND I AM SATISFIED THAT IT IS TECHNICALLY CORRECT, THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT AND THE CITY OF PERRIS ORDINANCE 543, AS AMENDED, WHICH WERE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, AND THAT THE SUBDIVISION SHOWN ON THIS MAP IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, IF ANY.

DATED: _____, 2026

LICENSED LAND SURVEYOR GABRIEL D. YBARRA NO. 4343 STATE OF CALIFORNIA

_____
BY: GARBIEL D. YBARRA, PLS 4343
FOR: JAHANDAR POURKAZEMI, R.C.E. 78008
CITY ENGINEER

NOTE

FOR FINANCE AND CONVEYANCE PURPOSES ONLY. A FUTURE SUBDIVISION MAP OR LAND USE ENTITLEMENT OR PERMIT IS NECESSARY TO DEVELOP THIS PROPERTY. THIS MAP DOES NOT REMOVE ANY CONDITIONS OF APPROVAL FOR SEPARATE LAND USE ENTITLEMENTS OR TENTATIVE MAPS OR USE PERMITS APPROVED FOR THIS LAND.

SEC. 19, T.4S., R.3W., S.B.M.

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND/OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENTS FOR PIPELINE PURPOSES TO LIZZIE M. BELL IN DEED RECORDED OCTOBER 13, 1922 IN BOOK 568, PAGE 396 OF DEEDS AND JANUARY 15, 1924 IN BOOK 595, PAGE 586 OF DEEDS RIV. CO. NOT LOCATABLE FROM RECORD.

AN EASEMENT FOR POWERLINE PURPOSES TO SOUTHERN SIERRA POWER COMPANY PER DEED RECORDED IN BOOK 682, PAGE 91 OF DEEDS O.R. WIDTH UNDETERMINED.

AN EASEMENT FOR DRAINAGE PURPOSES RECORDED IN DEED TO THE STATE OF CALIFORNIA, MARCH 22, 1991 AS EASEMENT DEED NO. 1991-094604 O.R.

EASEMENTS IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT FOR A RIGHT OF WAY TO MAINTAIN, OPERATE, IMPROVE AND INSPECT PIPELINES FOR WATER AND SEWAGE TRANSMISSION PURPOSES RECORDED DECEMBER 21, 1994 AS INSTRUMENT NO. 472786 O.R., RECORDED MAY 7, 2019 AS INSTRUMENT NO. 2019-0157270 O.R., AND RECORDED APRIL 23, 2025 AS INSTRUMENT NO. 2025-0121474 O.R.

EASEMENTS IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR FLOOD CONTROL AND DRAINAGE PURPOSES RECORDED FEBRUARY 23, 2017 AS INSTRUMENT NO. 2017-0075966 O.R., FEBRUARY 23, 2017 AS INSTRUMENT NO. 2017-0075967 O.R., FEBRUARY 23, 2017 AS INSTRUMENT NO. 2017-0075968 O.R., FEBRUARY 23, 2017 AS INSTRUMENT NO. 2017-0075969 O.R., FEBRUARY 23, 2017 AS INSTRUMENT NO. 2017-0075970 O.R., AND RECORDED JANUARY 25, 2019 AS INSTRUMENT NO. 2019-0028771 O.R.

AN EASEMENT IN FAVOR OF W.B. AND BELVA HOLLINGWORTH FOR MAINTENANCE OF PUMPING PLANT, RESERVOIR, AND PIPELINES RECORDED DECEMBER 13, 1918 IN BOOK 495 OF DEEDS, AT PAGE 114, RIV. CO.

EASEMENTS IN FAVOR OF SOUTHERN CALIFORNIA EDISON FOR ELECTRIC UTILITY PURPOSES RECORDED APRIL 18, 1998 AS INSTRUMENT NO. 120615 O.R., RECORDED APRIL 18, 1998 AS INSTRUMENT NO. 120616 O.R., RECORDED JUNE 5, 2019 AS INSTRUMENT NO. 2019-0201255 O.R., RECORDED OCTOBER 22, 2020 AS INSTRUMENT NO. 2020-0509649 O.R., AND MARCH 26, 2025 AS INSTRUMENT NO. 2025-0089899 O.R.

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF _____

ON _____ BEFORE ME,
_____, A NOTARY PUBLIC PERSONALLY
APPEARED _____ WHO
PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE _____

NAME _____

MY COMMISSION EXPIRES _____

MY COMMISSION NUMBER _____

MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

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MY PRINCIPAL PLACE OF BUSINESS IS _____ COUNTY.

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

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SEC. 19, T.4S., R.3W., S.B.M.

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

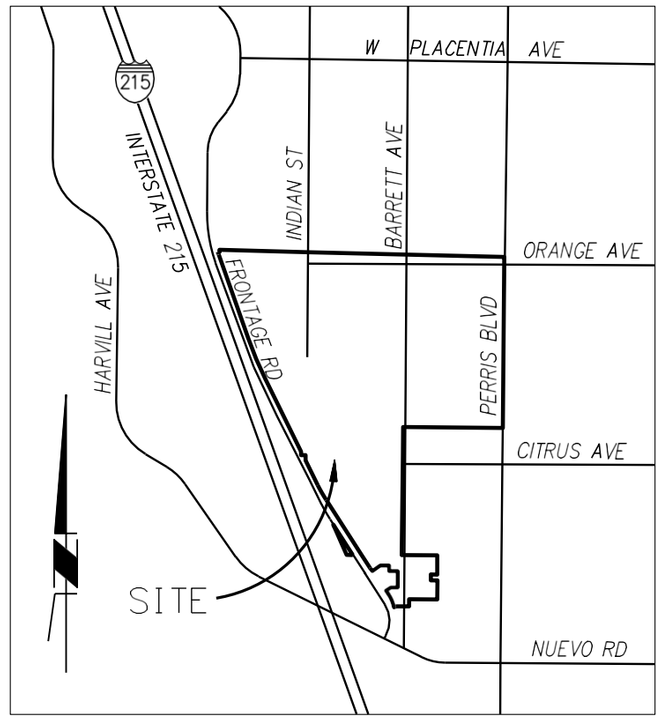
LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

FOR FINANCE AND CONVEYANCE PURPOSES ONLY. A FUTURE SUBDIVISION MAP OR LAND USE ENTITLEMENT OR PERMIT IS NECESSARY TO DEVELOP THIS PROPERTY. THIS MAP DOES NOT REMOVE ANY CONDITIONS OF APPROVAL FOR SEPARATE LAND USE ENTITLEMENTS OR TENTATIVE MAPS OR USE PERMITS APPROVED FOR THIS LAND.



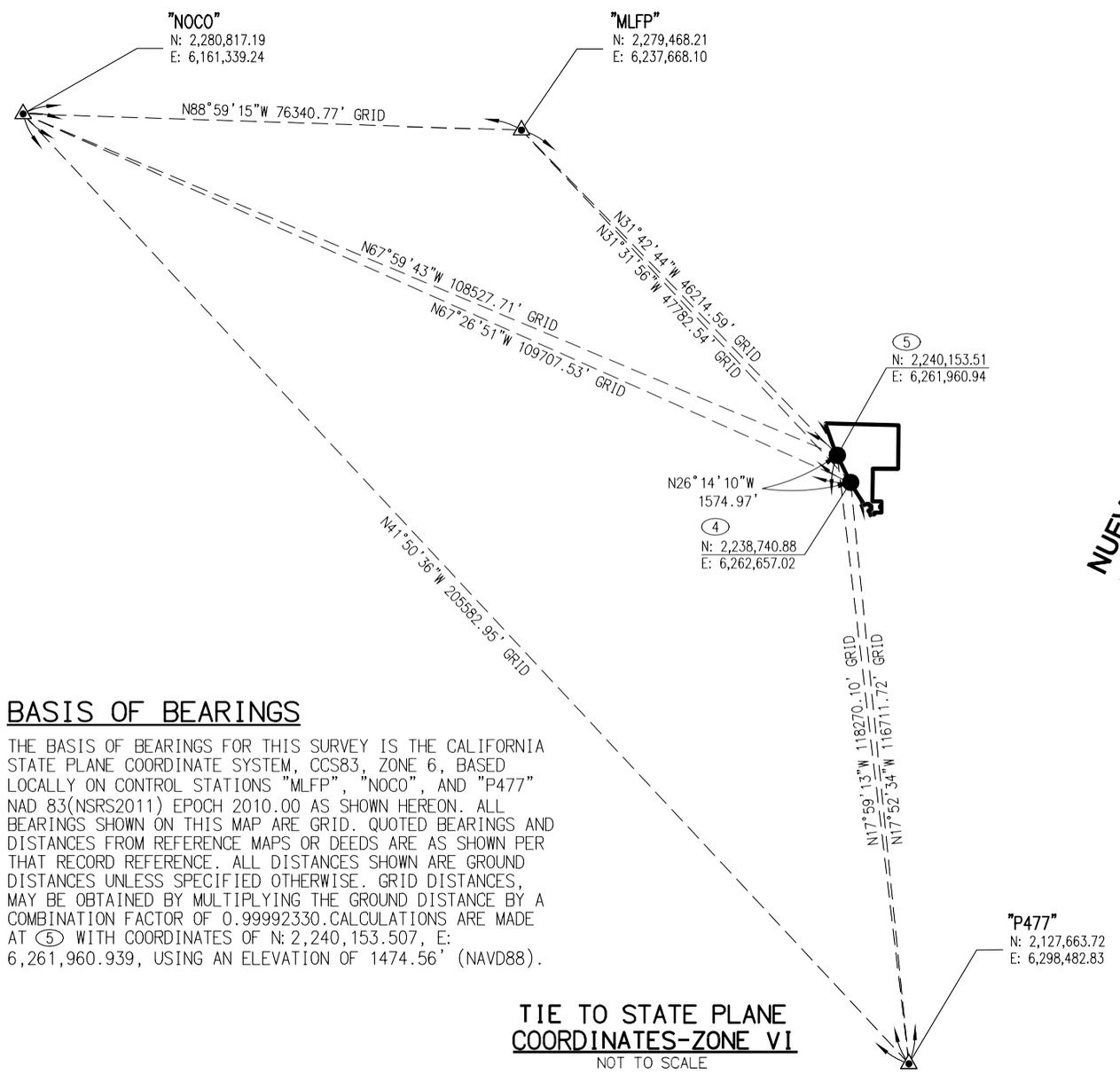
VICINITY MAP

NOT TO SCALE

SHEET INDEX

NOTICE OF DRAINAGE FEES

NOTICE IS HEREBY GIVEN THAT THIS PROPERTY IS LOCATED IN THE PERRIS VALLEY DRAINAGE PLAN WHICH WAS ADOPTED BY THE CITY OF PERRIS PURSUANT TO ORDINANCE AND SECTION 66483 ET SEQ. OF THE GOVERNMENT CODE AND THAT SAID PROPERTY IS SUBJECT TO FEES FOR SAID DRAINAGE AREA. NOTICE IS FURTHER GIVEN THAT, PURSUANT TO ORDINANCE 13-01, PAYMENT OF THE DRAINAGE FEES SHALL BE PAID TO THE CITY OF PERRIS PRIOR TO ISSUANCE OF THE GRADING PERMIT OR BUILDING PERMIT AT THE RATE IN EFFECT AT THE TIME OF ISSUANCE OF THIS ACTUAL PERMIT.

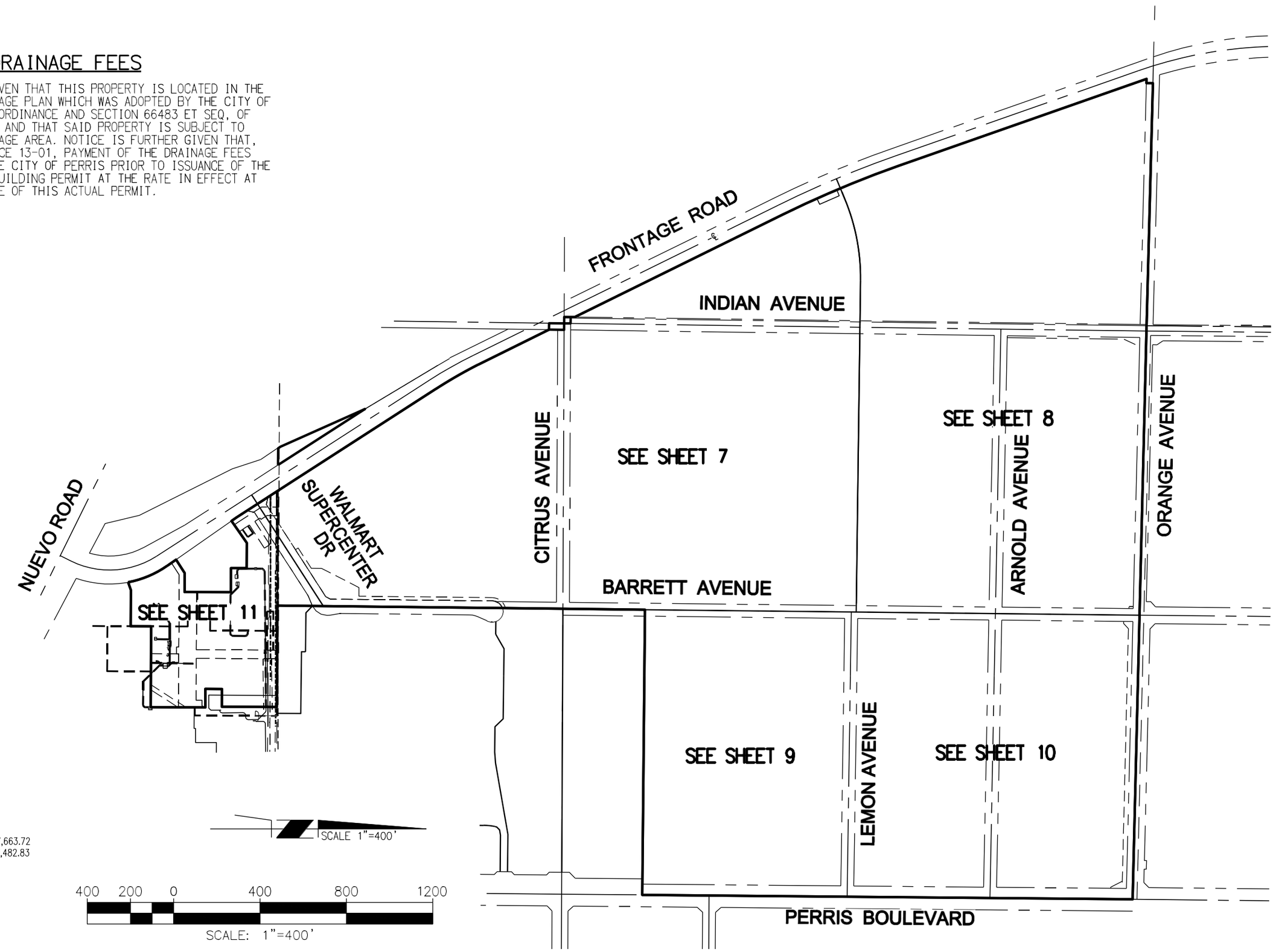


BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, BASED LOCALLY ON CONTROL STATIONS "MLFP", "NOCO", AND "P477" NAD 83(NSRS2011) EPOCH 2010.00 AS SHOWN HEREON. ALL BEARINGS SHOWN ON THIS MAP ARE GRID. QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE. ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES, MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99992330.CALCULATIONS ARE MADE AT (5) WITH COORDINATES OF N: 2,240,153.507, E: 6,261,960.939, USING AN ELEVATION OF 1474.56' (NAVD88).

TIE TO STATE PLANE COORDINATES-ZONE VI

NOT TO SCALE



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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 — Michael Baker INTERNATIONAL — DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

FOR FINANCE AND CONVEYANCE PURPOSES ONLY. A FUTURE SUBDIVISION MAP OR LAND USE ENTITLEMENT OR PERMIT IS NECESSARY TO DEVELOP THIS PROPERTY. THIS MAP DOES NOT REMOVE ANY CONDITIONS OF APPROVAL FOR SEPARATE LAND USE ENTITLEMENTS OR TENTATIVE MAPS OR USE PERMITS APPROVED FOR THIS LAND.

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

SURVEYOR'S NOTES

- ● INDICATES FOUND MONUMENT AS NOTED.
- ○ INDICATES SET 1" IRON PIPE WITH TAG "L.S. 7566", FLUSH.
- ( ) INDICATES RECORD DATA
- /// INDICATES RESTRICTED ACCESS
- R1 - FIGADOTA FARMS MAP, M.B. 16/53
- R2 - PARCEL MAP NO. 34131-1, P.M.B. 237/4-6
- R3 - CALTRANS MONUMENTATION MAP 205-222 THROUGH 205-236
- R4 - FIGADOTA FARMS NO 1A, M.B. 16/68
- R5 - PARCEL MAP NO. 37742, P.M.B. 260/68-79
- R6 - GRANT DEED RECORDED 3/22/1991 INST NO. 94566 O.R.
- R7 - GRANT DEED RECORDED 3/22/1991 INST NO. 94603 O.R.
- R8 - GRANT DEED RECORDED 3/22/1991 INST NO. 94564 O.R.
- R9 - GRANT DEED RECORDED 3/22/1991 INST NO. 94565 O.R.

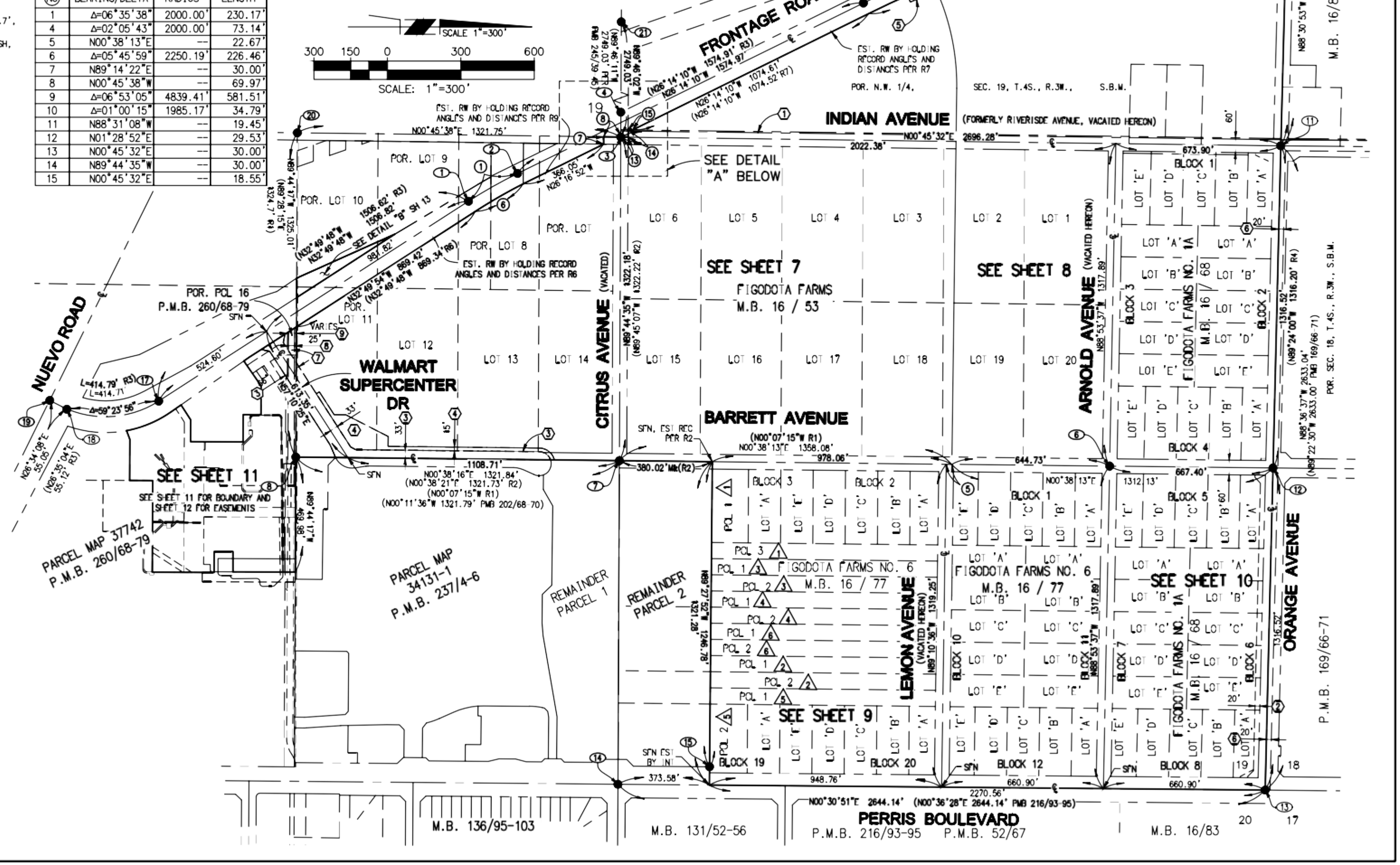
MONUMENT NOTES

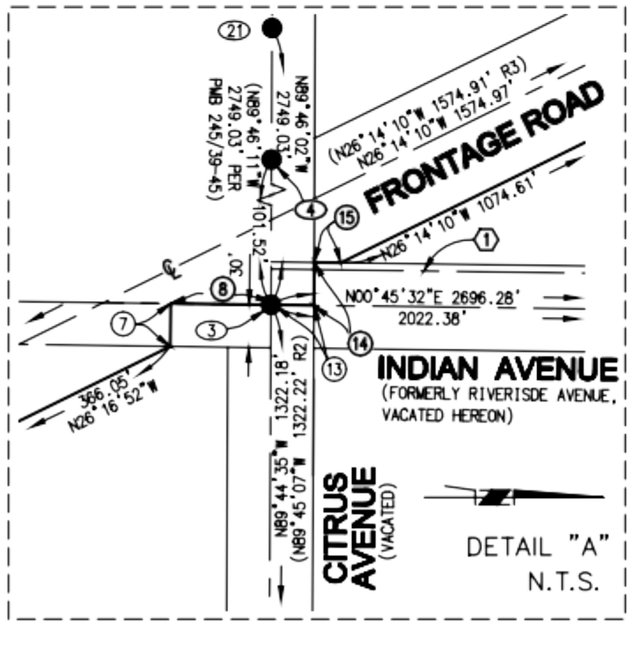
1. INDICATES FOUND 2" BRASS DISK, STAMPED "CA DOT CL IMP EFR 19+76.53 BC", FLUSH, PER R3.
2. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT CL IMP EFR 22+06.70 BC", FLUSH, PER R3.
3. INDICATES FOUND 1" IRON PIPE W/PLASTIC PLUG STAMPED "LS 5529", DN. 0.7', FOR CENTER SECTION 19 PER PMB 193/47-49.
4. INDICATES FOUND 1" IRON PIPE W/PLASTIC PLUG STAMPED "CALIF DOT", FLUSH, PER R3.
5. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT CL IMP EFR 37+56.61 BC", FLUSH, PER R3.
6. INDICATES FOUND 1" IP, OPEN, NO REFERENCE ACCEPTED AS CENTERLINE INTERSECTION OF BARRETT AVENUE AND ARNOLD AVENUE, PER R1. SET TAG "L.S. 7566" IN IP.
7. INDICATES FOUND 2" IRON PIPE W/NAIL & TAG STAMPED "LS 5529", DN. 1.5', FOR CL INTERSECTION OF CITRUS AVE AND BARRETT AVE PER R2.
8. INDICATES FOUND GEAR AND SPIKE, FLUSH, NO REFERENCE, ACCEPTED AS SE CORNER MB 16/53 AND SW CORNER R2.
9. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT", FLUSH, PER R3.
10. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT CL IMP EFR CL ORANGE", FLUSH, PER R3.
11. INDICATES FOUND COPPER CLAD STAMPED "LS 7843", FLUSH, FOR CENTERLINE INTERSECTION OF ORANGE AVENUE & INDIAN STREET PER PMB 247/38-41.
12. INDICATES FOUND COPPER CLAD STAMPED "LS 7843", FLUSH, FOR CENTERLINE INTERSECTION OF BARRETT AVENUE & ORANGE AVENUE, PER PMB 252/66-70 & PMB 247/38-41.
13. INDICATES FOUND 1" IRON PIPE W/NAIL, ACCEPTED AS NORTHEAST CORNER OF SECTION 19, DN. 1.0', PER CR 06-0140.
14. INDICATES FOUND 1" IRON PIPE W/NAIL & TAG, ILLEGIBLE, DOWN 1.9' IN ASPHALT, ACCEPTED AS E 1/4 COR. SEC. 19 PER R2.
15. INDICATES FOUND 2" IRON PIPE W/NAIL & TAG "LS 6896" FLUSH, PER R2.
16. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT CL IMP EFR 43+68.84 EC", PER R3.
17. INDICATES FOUND 2" IP OPEN, FLUSH, ACCEPTED AS CENTERLINE OF FRONTAGE ROAD, PER R3. SET TAG "L.S. 7566" IN IP.
18. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT 0+55.12 BC", DOWN 0.3' PER R3.
19. INDICATES FOUND 2" BRASS DISK STAMPED "CA DOT CL IMP EFR CL IMP NUEVO" FLUSH PER R3.
20. INDICATES FOUND 3/4" IP OPEN, FLUSH, ACCEPTED SW CORNER R1. SET TAG "L.S. 7566" IN IP.
21. INDICATES FOUND 1" IP W/NAIL AND TAG "LS 2260" FLUSH, NO REFERENCE, ACCEPTED AS W 1/4 COR SEC 19 PER PMB 245/39-45.

△1 LLA NO. 06-0257, REC 10/10/2006 INST. NO. 2006-772724 O.R. RIV. CO.
△2 LLA NO. 06-0258, REC 10/10/2006 INST. NO. 2006-772725 O.R. RIV. CO.
△3 LLA NO. 06-0259, REC 10/10/2006 INST. NO. 2006-772726 O.R. RIV. CO.
△4 LLA NO. 06-0260, REC 10/10/2006 INST. NO. 2006-772727 O.R. RIV. CO.
△5 LLA NO. 06-0261, REC 10/10/2006 INST. NO. 2006-772728 O.R. RIV. CO.
△6 LLA NO. 06-0262, REC 10/10/2006 INST. NO. 2006-772729 O.R. RIV. CO.

DATA TABLE			
NO	BEARING/DELTA	RADIUS	LENGTH
1	Δ=06°35'38"	2000.00'	230.17'
4	Δ=02°05'43"	2000.00'	73.14'
5	N00°38'13"E	--	22.67'
6	Δ=05°45'59"	2250.19'	226.46'
7	N89°14'22"E	--	30.00'
8	N00°45'38"W	--	69.97'
9	Δ=06°53'05"	4839.41'	581.51'
10	Δ=01°00'15"	1985.17'	34.79'
11	N88°31'08"W	--	19.45'
12	N01°28'52"E	--	29.53'
13	N00°45'32"E	--	30.00'
14	N89°44'35"W	--	30.00'
15	N00°45'32"E	--	18.55'

BOUNDARY ESTABLISHMENT SHEET





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

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JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

EASEMENT NOTES

1. CENTERLINE OF EASEMENT IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY AS SUCCESSOR TO SOUTHERN SIERRAS POWER COMPANY FOR POWERLINE PURPOSES PER DEED RECORDED JUNE 16, 1926 IN BOOK 682, PAGE 91 OF DEEDS RIV. CO. (WIDTH UNDETERMINED)
2. EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES DEDICATED TO THE CITY OF PERRIS, RECORDED JULY 20, 1992 AS INST. NO. 264797 O.R. RIV. CO.
3. EASEMENT FOR PUBLIC STREET AND UTILITY PURPOSES DEDICATED TO THE CITY OF PERRIS, RECORDED JUNE 5, 2014 AS INST. NO. 2014-0207202 O.R. RIV CO.
4. TEMPORARY CONSTRUCTION EASEMENT FOR DRAINAGE SWALE PURPOSES IN FAVOR OF WALMART AND THE CITY OF PERRIS, RECORDED JUNE 5, 2014 AS INST. NO. 2014-0207206 O.R. RIV. CO.
5. EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF THE STATE OF CALIFORNIA PER DOCUMENT RECORDED AUGUST 16, 1990 AS INST. NO. 305499 AND DOCUMENT RECORDED MARCH 22, 1991 AS INST. NO. 094604 BOTH O.R. RIV. CO.

6 EASEMENTS FOR STEEL PIPELINE IN FAVOR OF LIZZIE M. BELL PER DOCUMENT RECORDED OCTOBER 13, 1922, IN BOOK 568 OF DEEDS, AT PAGE 396 AND JANUARY 15, 1924, IN BOOK 595 OF DEEDS, AT PAGE 586, BOTH OF RIV. CO. LOCATED AT OR NEAR S LINE OF NW 1/4 OF SE 1/4 SEC 19, T4S, R3W.

7. EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED DECEMBER 21, 1994 AS INST. NO. 472786 O.R. RIV. CO.
8. EASEMENT FOR DRAINAGE PURPOSES RECORDED IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED FEBRUARY 23, 2017 AS INST. NO. 2017-0075970 O.R. RIV. CO.
9. EASEMENT FOR DRAINAGE PURPOSES IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED JANUARY 25, 2019 AS INST. NO. 2019-0028771 O.R. RIV. CO.
10. EASEMENT FOR ELECTRICAL UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED APRIL 18, 1995 AS INST. NO. 120615 O.R. RIV. CO.

11 EASEMENT FOR MAINTENANCE OF PUMPING PLANT RESERVIOIR AND PIPELINES IN FAVOR OF W.B. AND BELVA HOLLINGWORTH RECORDED DECEMBER 13, 1918, IN BOOK 495 OF DEEDS, AT PAGE 114 RIV. CO.

12. EASEMENT FOR ELECTRICAL UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED APRIL 18, 1995 AS INST. NO. 120616 O.R. RIV. CO.
13. EASEMENT FOR STORM DRAIN PURPOSES IN FAVOR OF THE CITY OF PERRIS RECORDED APRIL 20, 2015 AS INST. NO. 2015-0158186 O.R. RIV. CO.
14. EASEMENT FOR DRAINAGE PURPOSES RECORDED IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED FEBRUARY 23, 2017 AS INST. NO. 2017-0075966 O.R. RIV. CO.
15. EASEMENT FOR DRAINAGE PURPOSES RECORDED IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED FEBRUARY 23, 2017 AS INST. NO. 2017-0075967 O.R. RIV. CO.
16. EASEMENT FOR DRAINAGE PURPOSES RECORDED IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED FEBRUARY 23, 2017 AS INST. NO. 2017-0075968 O.R. RIV. CO.
17. EASEMENT FOR DRAINAGE PURPOSES RECORDED IN FAVOR OF RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, RECORDED FEBRUARY 23, 2017 AS INST. NO. 2017-0075969 O.R. RIV. CO.
18. EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED MAY 7, 2019 AS INST. NO.2019-0157270 O.R. RIV. CO.
19. EASEMENT FOR ELECTRICAL UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED JUNE 5, 2019 AS INST. NO. 2019-0201255 O.R. RIV. CO.
20. EASEMENT FOR ELECTRICAL UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED OCTOBER 22, 2020 AS INST. NO. 2020-0509649 O.R. RIV. CO.
21. EASEMENT FOR ELECTRICAL UTILITY PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON RECORDED MARCH 26, 2025 AS INST. NO. 2025-0089899 O.R. RIV. CO.
22. EASEMENT FOR PUBLIC UTILITY PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED APRIL 23, 2025 AS INST. NO.2025-0121474 O.R. RIV. CO.

23 EASEMENTS FOR WATER PIPELINE AND DITCHES IN FAVOR OF RIVERSIDE DEVELOPMENT COMPANY PER DOCUMENTS RECORDED:

A. MAY 29, 1928 IN BOOK 768 OF DEEDS, AT PAGE 233, RIV. CO. BLANKET IN NATURE OVER LOT D, BLOCK 2 OF M.B. 16/53 RIV. CO.
B. JULY 27, 1928 IN BOOK 770 OF DEEDS, AT PAGE 490 RIV. CO. BLANKET IN NATURE OVER LOT A, BLOCK 16 OF M.B. 16/53 RIV. CO.
C. JULY 27, 1928 IN BOOK 774 OF DEEDS, AT PAGE 52, RIV. CO. BLANKET IN NATURE OVER THE SOUTH HALF OF LOT E, BLOCK 2 OF M.B. 16/77 RIV. CO.
D. NOVEMBER 7, 1928 IN BOOK 789 OF DEEDS, AT PAGE 187, RIV. CO. BLANET IN NATURE OVER LOT M.B. 16/77 RIV. CO.
N. JANUARY 21, 1929 IN BOOK 797 OF DEEDS, AT PAGE 51, RIV.CO. BLANKET IN NATURE OVER LOT C IN BLOCK 6 AND LOT B IN BLOCK 4 OF M.B. 16/68 RIV. CO.
O. MAY 24, 1929 IN BOOK 815 OF DEEDS, AT PAGE 240, RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 16 OF M.B. 16/77 RIV. CO.
P. JUNE 4, 1929 IN BOOK 813 OF DEEDS, AT PAGE 522, RIV. CO. BLANKET IN NATURE OVER LOTS A AND D BLOCK 4, LOTS B AND C BLOCK 5, ;PT D BLOCK 15 OF M.B. 16/77 RIV. CO.
Q. AUGUST 21, 1929 IN BOOK 824 OF DEEDS, AT PAGE 135, RIV. CO. BLANKET IN NATURE OVER LOT E, BLOCK 3 OF M.B. 16/53 RIV. CO.
R. SEPTEMBER 06, 1929 IN BOOK 825 OF DEEDS, AT PAGE 233, RIV. CO. BLANKET IN NATURE OVER LOT B IN BLOCK 6 OF M.B. 16/53 RIV. CO.
S. SEPTEMBER 07, 1929 IN BOOK 826 OF DEEDS, AT PAGE 239, RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 3 OF M.B. 16/68 RIV. CO.
T. SEPTEMBER 16, 1929 IN BOOK 826 OF DEEDS, AT PAGE 397, RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 6 OF M.B. 16/77 RIV. CO.
T. SEPTEMBER 16, 1929 IN BOOK 826 OF DEEDS, AT PAGE 399, RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 6 OF M.B. 16/77 RIV. CO.
U. SEPTEMBER 28, 1929 IN BOOK 852 OF DEEDS, AT PAGE 31, RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 6 OF M.B. 16/53 RIV. CO.
V. OCTOBER 2, 1929 IN BOOK 828 OF DEEDS, AT PAGE 83 RIV. CO. BLANKET IN NATURE OVER LOT OF M.B. 16/77 RIV. CO.
W. OCTOBER 19, 1929 IN BOOK 828 OF DEEDS, AT PAGE 482, RIV. CO. BLANKET IN NATURE OVER SOUTH 66' OF NORTH 198' LOT 4 OF M.B. 16/53 RIV. CO.
X. DECEMBER 9, 1929 IN BOOK 832 OF DEEDS, AT PAGE 518, RIV. CO. BLANKET IN NATURE OVER LOTS A AND B, IN BLOCK 13 OF M.B. 16/77 RIV. CO.
Y. DECEMBER 23, 1929 IN BOOK 836 OF DEEDS, AT PAGE 167, RIV. CO. BLANKET IN NATURE OVER LOT A IN BLOCK 5 OF M.B. 16/53 RIV. CO.
Z. JANUARY 31, 1930 IN BOOK 837 OF DEEDS, AT PAGE 565, RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 5 OF M.B.16/68 RIV. CO.
AA. FEBRUARY 8, 1930 IN BOOK 839 OF DEEDS, AT PAGE 135, RIV. CO. BLANKET IN NATURE OVER LOTS D AND E BLOCK 4 OF M.B. 16/68 RIV. CO.
AB. FEBRUARY 28, 1930 IN BOOK 840 OF DEEDS, AT PAGE 530, RIV. CO. BLANKET IN NATURE OVER EAST 186' BLOCK 7 OF M.B. 16/53 RIV. CO.
AC. APRIL 2, 1930 IN BOOK 848 OF DEEDS, AT PAGE 401, RIV. CO. BLANKET IN NATURE OVER LOT A IN BLOCK 6 OF M.B. 16/68 RIV. CO.
AD. MAY 30, 1930 IN BOOK 857 OF DEEDS, AT PAGE 133, RIV. CO. BLANKET IN NATUREOVER LOTS A AND B IN BLOCK 19 OF M.B. 16/53 RIV. CO.
AE. JUNE 23, 1930 IN BOOK 866 OF DEEDS, AT PAGE 356, RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 16 OF M.B. 16/77 RIV. CO.
AF. JUNE 25, 1930 IN BOOK 858 OF DEEDS, AT PAGE 500, RIV. CO. BLANKET IN NATURE OVER WEST 126' BLOCK 6 OF M.B. 16/53 RIV. CO.
AG. JULY 10, 1930 IN BOOK 857 OF DEEDS, AT PAGE 573, RIV. CO. BLANKET IN NATURE OVER LOT B IN BLOCK 6 OF M.B. 16/68 RIV. CO.
AH. AUGUST 12, 1930 IN BOOK 869 OF DEEDS, AT PAGE 540, RIV. CO. BLANKET IN NATURE OVER LOTS A,B,C,D, AND E IN BLOCK 7 OF M.B. 16/68 RIV. CO.
AI. SEPTEMBER 8, 1930 IN BOOK 871 OF DEEDS, AT PAGE 501. RIV. CO. BLANKET IN NATURE OVER LOT C BLOCK 6 OF M.B. 16/53 RIV. CO.
AJ. SEPTEMVER 12, 1930 IN BOOK 873 OF DEEDS, AT PAGE 309, RIV. CO. BLANKET IN NATURE OVER THE NORTH 198' BLOCK 13 OF M.B. 16/53 RIV. CO.
AK. NOVEMBER 22, 1930 IN BOOK 879 OF DEEDS, AT PAGE 526 RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 8 OF M.B. 16/77 RIV. CO.

24 EASEMENTS FOR WATER PIPELINE AND DITCHES IN FAVOR OF THE AMERICAN NATIONAL BANK OF SAN BERNARDINO PER DOCUMENTS RECORDED:

A. JANUARY 16, 1931 IN BOOK 5, PAGE 306 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS C, D, AND E, BLOCK 13 OF M.B. 16/77 RIV. CO.
B. APRIL 6, 1931 IN BOOK 20, PAGE 257 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT A IN BLOCK 8 OF M.B. 16/53 RIV. CO.
C. AUGUST 10, 1931 IN BOOK 22, PAGE 9 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 12 OF M.B. 16/77 RIV. CO.
D. JUNE 3, 1931 IN BOOK 27, PAGE 410 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, AND C IN BLOCK 10 OF M.B. 16/77 RIV. CO.
E. SEPTEMBER 26, 1931 IN BOOK 43, PAGE 438 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 8 OF M.B. 16/68 RIV. CO.
F. OCTOBER 21, 1931 IN BOOK 46, PAGE 526 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, AND C IN BLOCK 20 OF M.B. 16/77 RIV. CO.
G. OCTOBER 24, 1931 IN BOOK 53, PAGE 243 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT 1 IN BLOCK 2 OF M.B. 16/68 RIV. CO.
H. FEBRUARY 20, 1932 IN BOOK 64, PAGE 573 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A AND B IN BLOCK 3 OF M.B. 16/77 RIV. CO.
I. MARCH 23,1932 IN BOOK 70, PAGE 261 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 16 OF M.B. 16/53 RIV. CO.
J. APRIL 25, 1932 IN BOOK 74, PAGE 98 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER SOUTH 132' OVER BLOCK 8 OF M.B. 16/53 RIV. CO.
K. MAY 14. 1932 IN BOOK 75, PAGE 497 OFFICAL RECORDS RIV. CO. BLANKET IN NATURE OVER A PORTION OF BLOCK 16 OF M.B. 16/53 RIV. CO.
L. JUNE 7, 1932 IN BOOK 78, PAGE 422 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 2 OF M.B. 16/68 RIV. CO.
M. JULY 2, 1932 IN BOOK 82, PAGE 66 OF OFFICAL RECORDS RIV. VO.BLANKET IN NATURE OVER LOT C IN BLOCK 6 OF M.B. 16/53 RIV. CO.
N. AUGUST 13, 1932 IN BOOK 86, PAGE 240 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 20 OF M.B. 16/77 RIV. CO.
O. OCTOBER 15, 1932 IN BOOK 90, PAGE 369 OFFICAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 19 OF M.B. 16/77 RIV. CO.
P. OCTOBER 28, 1932 IN BOOK 93, PAGE 20 OF OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS C, D, AND E IN BLOCK 19 OF M.B. 16/53 RIV. CO.
Q. NOVEMBER 29, 1932 IN BOOK 94, PAGE 373 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 19 OF M.B. 16/77 RIV. CO.
R. NOVEMBER 29, 1932 IN BOOK 93, PAGE 577 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 10 OF M.B. 16/77 RIV. CO.
S. DECEMBER 13, 1932 IN BOOK 95, PAGE 435 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 4 OF M.B. 16/68 RIV. CO.
T. MARCH 24, 1933 IN BOOK 117, PAGE 291 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT A IN BLOCK 2 OF M.B. 16/53 RIV. CO.
U. APRIL 12, 1933 IN BOOK 114, PAGE 501 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS C AND D IN BLOCK 8 OF M.B. 16/68 RIV. CO.
V. APRIL 21, 1933 IN BOOK 121, PAGE 258 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT A BLOCK 2 OF M.B. 16/53 RIV. CO.
W. APRIL 21, 1933 IN BOOK 123, PAGE 29 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 3 OF M.B. 16/53 RIV. CO.
X. MAY 6, 1933 IN BOOK 123, PAGE 274 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS D AND E IN BLOCK 1 OF M.B. 16/68 RIV. CO.
Y. MAY 22, 1933 IN BOOK 124. PAGE 367 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 20 OF M.B. 16/77 RIV. CO.
Z. MAY 25, 1933 IN BOOK 122, PAGE 392 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, AND C IN BLOCK 5 OF M.B. 16/68 RIV. CO.
AA. MAY 25, 1933 IN BOOK 125, PAGE 70 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 7 OF M.B. 16/53 RIV. CO.
AB. JUNE 6, 1933 IN BOOK 125, PAGE 290 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A AND B IN BLOCK 7 OF M.B. 16/53 RIV. CO.
AC. JUNE 5, 1933 IN BOOK 126, PAGE 15 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C IN BLOCK 5 OF M.B. 16/53 RIV. CO.
AD. JUNE 10, 1933 IN BOOK 126, PAGE 173 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT B IN BLOCK 3 OF M.B. 16/53 RIV. CO.
AE. JUNE 10, 1933 IN BOOK 126, PAGE 176 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS D AND E IN BLOCK 6 OF M.B. 16/53 RIV. CO.
AF. JUNE 16, 1933 IN BOOK 126, PAGE 286 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT B IN BLOCK 19 OF M.B. 16/77 RIV. CO.
AG. JUNE 16, 1933 IN BOOK 127, PAGE 265 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS B AND C IN BLOCK 17 OF M.B. 16/53 RIV. CO.
AH. JUNE 16, 1933 IN BOOK 127, PAGE 272 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS B AND C IN BLOCK 17 OF M.B. 16/53 RIV. CO.
AI. JULY 28, 1933 IN BOOK 130, PAGE 500 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE ORVER LOT A IN BLOCK 3 OF M.B. 16/53 RIV. CO.
AJ. NOVEMBER 20, 1933 IN BOOK 148, PAGE 44 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, C, D, AND E BLOCK 1, LOTS B AND C BLOCK 2, LOTS A, B, C, D, AND E BLOCK 3, LOTS A, B, C, AND E BLOCK 4, LOTS B AND E BLOCK 5, LOTS D AND E BLOCK 6, LOTS A AND B BLOCK 8, BLOCK 11, LOT E BLOCK 13, LOTS A AND E BLOCK 14, LOTS A, B, C, AND D BLOCK 15, LOTS B, D, AND E BLOCK 16, LOTS D AND E BLOCK 17, LOTS A, B, AND E, BLOCK 20 OF M.B. 16/68 RIV. CO.
AK. DECEMBER 4. 1933 IN BOOK 148, PAGE 221 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS C AND D IN BLOCK 14 OF M.B. 16/77 RIV. CO.
AL. DECEMBER 30, 1933 IN BOOK 153, PAGE 8 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, C, AND D IN BLOCK 3 OF M.B. 16/68 RIV. CO.
AM. JANUARY 15, 1934 IN BOOK 152, PAGE 142 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT A IN BLOCK 17 OF M.B. 16/53 RIV. CO.
AN. JANUARY 15, 1934 IN BOOK 152, PAGE 150 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A AND B BLOCK 8 OF M.B. 16/77 RIV. CO.
AO. JANUARY 16, 1934 IN BOOK 153, PAGE 251 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 5 AND LOTS C AND D IN BLOCK 20 OF M.B. 16/53 RIV. CO.
AP. FEBRUARY 15, 1934 IN BOOK 157, PAGE 291 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 5 OF M.B. 16/68 RIV. CO.
AQ. MAY 28, 1934 IN BOOK 173, PAGE 389 OF OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, C, AND D IN BLOCK 18 OF M.B. 16/53 RIV. CO.
AR. JUNE 22, 1934 IN BOOK 180, PAGE 161 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OFER LOT A BLOCK 9 OF M.B. 16/77 RIV. CO.
AS. AUGUST 17, 1934 IN BOOK 189, PAGE 103 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS B AND C IN BLOCK 1 OF M.B. 16/53 RIV. CO.
AT. OCTOBER 2, 1934 IN BOOK 198, PAGE 171 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS B AND C IN BLOCK 1 OF M.B. 16/53 RIV. CO.
AU. OCTOBER 4, 1934 IN BOOK 198, PAGE 249 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D AND THE NORTH HALF OF LOT E BLOCK 2 OF M.B. 16/77 RIV. CO.
AV. NOVEMBER 19, 1934 IN BOOK 203, PAGE 1 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A, B, AND C BLOCK 12 OF M.B. 16/77 RIV. CO.
AW. JANUARY 4, 1935 IN BOOK 211, PAGE 322 OFFICIAL RECORDS RIV. CO. BLAMKET IN NATURE OVER LOTS A AND B BLOCK 14 OF M.B. 16/77 RIV. CO.
AX. MARCH 16, 1935 IN BOOK 218, PAGE 467 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E BLOCK 19 OF M.B. 16/77 RIV. CO.
AY. APRIL 3, 1935 IN BOOK 226, PAGE 226 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 14 OF M.B. 16/53 RIV. CO.
AZ. APRIL 16, 1935 IN BOOK 230, PAGE 46 OF OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS C AND D IN BLOCK 14 OF M.B. 16/53 RIV. CO.
BA. APRIL 18, 1935 IN BOOK 226, PAGE 527 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 18 OF M.B. 16/53 RIV. CO.
BB. APRIL 26, 1935 IN BOOK 321, PAGE 238 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E BLOCK 19 OF M.B. 16/77 RIV. CO.
BC. DECEMBER 10, 1935 IN BOOK 262, PAGE 150 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOTS A AND B IN BLOCK 4 OF M.B. 16/68 RIV. CO.
BD. DECEMBER 10, 1935 IN BOOK 263, PAGE 110 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 13 AND LOT A IN BLOCK 14 OF M.B. 16/53 RIV.CO.
BE. JUNE 22, 1936 IN BOOK 283, PAGE 275 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT D IN BLOCK 16 OF M.B. 16/53 RIV. CO.
BF. APRIL 26, 1937 IN BOOK 321, PAGE 238 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT E IN BLOCK 19 OF M.B. 16/77 RIV. CO.
BG. AUGUST 21, 1946 IN BOOK 768, PAGE 148 OFFICIAL RECORDS RIV. CO. BLANKET IN NATURE OVER LOT C BLOCK 19 OF M.B. 16/77 RIV. CO.

25 EASEMENT FOR PUBLIC ROAD, INDIAN AVENUE, SHOWN ON M.B. 16/53 AND M.N. 16/68 RIV CO. VACATED HEREON.

EASEMENT FOR PUBLIC ROAD, ARNOLD WAY, SHOWN ON M.B. 16/77 AND M.N. 16/68 RIV CO. VACATED HEREON.

EASEMENT FOR PUBLIC ROAD, CITRUS AVENUE, SHOWN ON M.B. 16/53 RIV CO. VACATED HEREON.

NOTE THESE ARE ALSO SHOWN ON ABANDONMENT NOTE SHEET 1

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

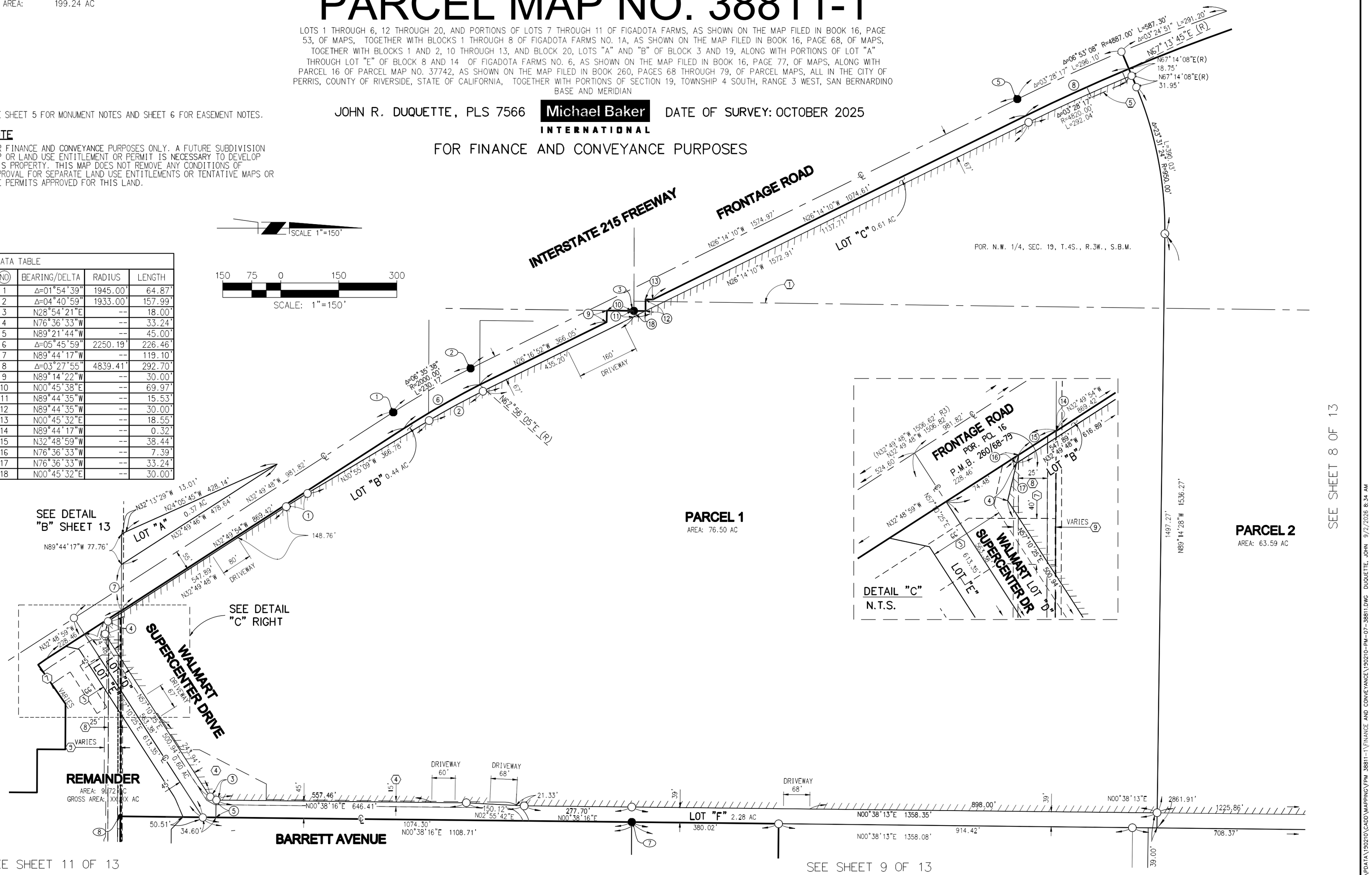
FOR FINANCE AND CONVEYANCE PURPOSES ONLY. A FUTURE SUBDIVISION MAP OR LAND USE ENTITLEMENT OR PERMIT IS NECESSARY TO DEVELOP THIS PROPERTY. THIS MAP DOES NOT REMOVE ANY CONDITIONS OF APPROVAL FOR SEPARATE LAND USE ENTITLEMENTS OR TENTATIVE MAPS OR USE PERMITS APPROVED FOR THIS LAND.

SCALE 1"=150'

150 75 0 150 300
SCALE: 1"=150'

DATA TABLE

NO	BEARING/DELTA	RADIUS	LENGTH
1	Δ=01°54'39"	1945.00'	64.87'
2	Δ=04°40'59"	1933.00'	157.99'
3	N28°54'21"E	--	18.00'
4	N76°36'33"W	--	33.24'
5	N89°21'44"W	--	45.00'
6	Δ=05°45'59"	2250.19'	226.46'
7	N89°44'17"W	--	119.10'
8	Δ=03°27'55"	4839.41'	292.70'
9	N89°14'22"W	--	30.00'
10	N00°45'38"E	--	69.97'
11	N89°44'35"W	--	15.53'
12	N89°44'35"W	--	30.00'
13	N00°45'32"E	--	18.55'
14	N89°44'17"W	--	0.32'
15	N32°48'59"W	--	38.44'
16	N76°36'33"W	--	7.39'
17	N76°36'33"W	--	33.24'
18	N00°45'32"E	--	30.00'



NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

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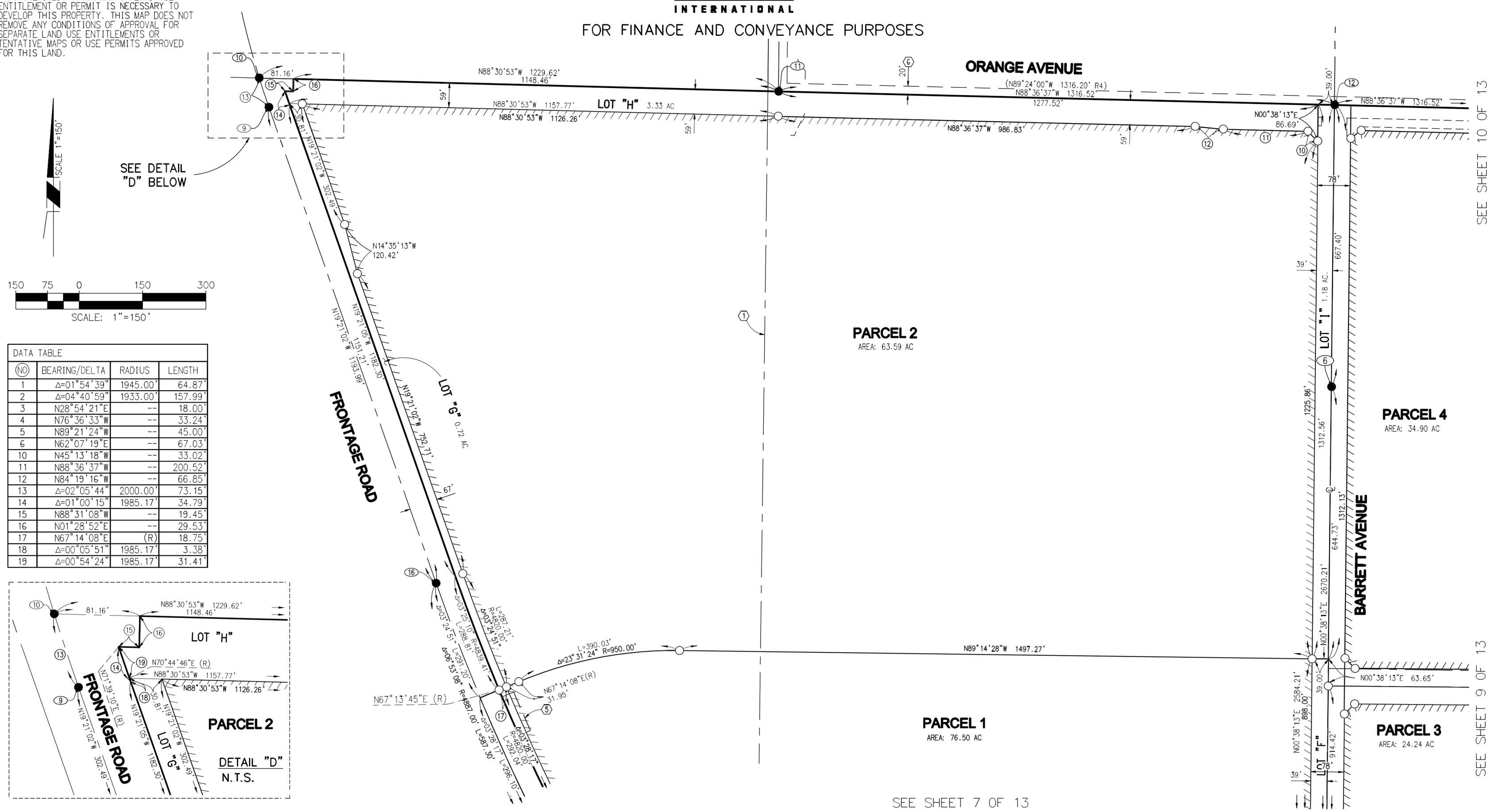
ORANGE AVENUE
(N89°24'00"W 1316.20' R4)
N88°36'37"W 1316.52'
1277.52'
N88°30'53"W 1229.62'
1148.46'
N88°30'53"W 1157.77'
N88°30'53"W 1126.26'
LOT "H" 3.33 AC
N88°36'37"W 986.83'
N88°36'37"W 1316.52'
N00°38'13"E
86.69'
SEE DETAIL "D" BELOW
SCALE 1"=150'
150 75 0 150 300
SCALE: 1"=150'
N19°21'02"W 302.49'
N14°35'13"W
120.42'
N19°21'08"W 1182.30'
N19°21'02"W 1193.99'
N19°21'02"W 752.71'
FRONTAGE ROAD
LOT "G" 0.72 AC
PARCEL 2
AREA: 63.59 AC
PARCEL 1
AREA: 76.50 AC
PARCEL 3
AREA: 24.24 AC
PARCEL 4
AREA: 34.90 AC
LOT "I" 1.18 AC.
LOT "F"
BARRETT AVENUE
N00°38'13"E 2670.21'
N00°38'13"E 2584.21'
N00°38'13"E 63.65'
N89°14'28"W 1497.27'
Δ=23°31'24" R=950.00' L=390.03'
N67°14'08"E(R)
31.95'
N67°13'45"E (R)
Δ=06°53'08" R=887.00' L=597.30'
Δ=03°24'51" R=820.00' L=287.21'
Δ=03°24'51" L=288.81'
Δ=03°28'17" R=820.00' L=292.04' L=286.10'
Δ=03°28'10" R=1439.41' L=291.20'
N70°44'46"E (R)
N88°30'53"W 1157.77'
N88°30'53"W 1126.26'
N19°21'02"W 302.49'
N19°21'08"W 1182.30'
N19°21'02"W 302.49

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

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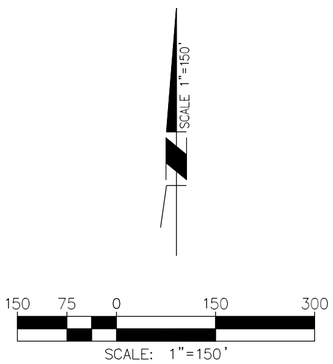

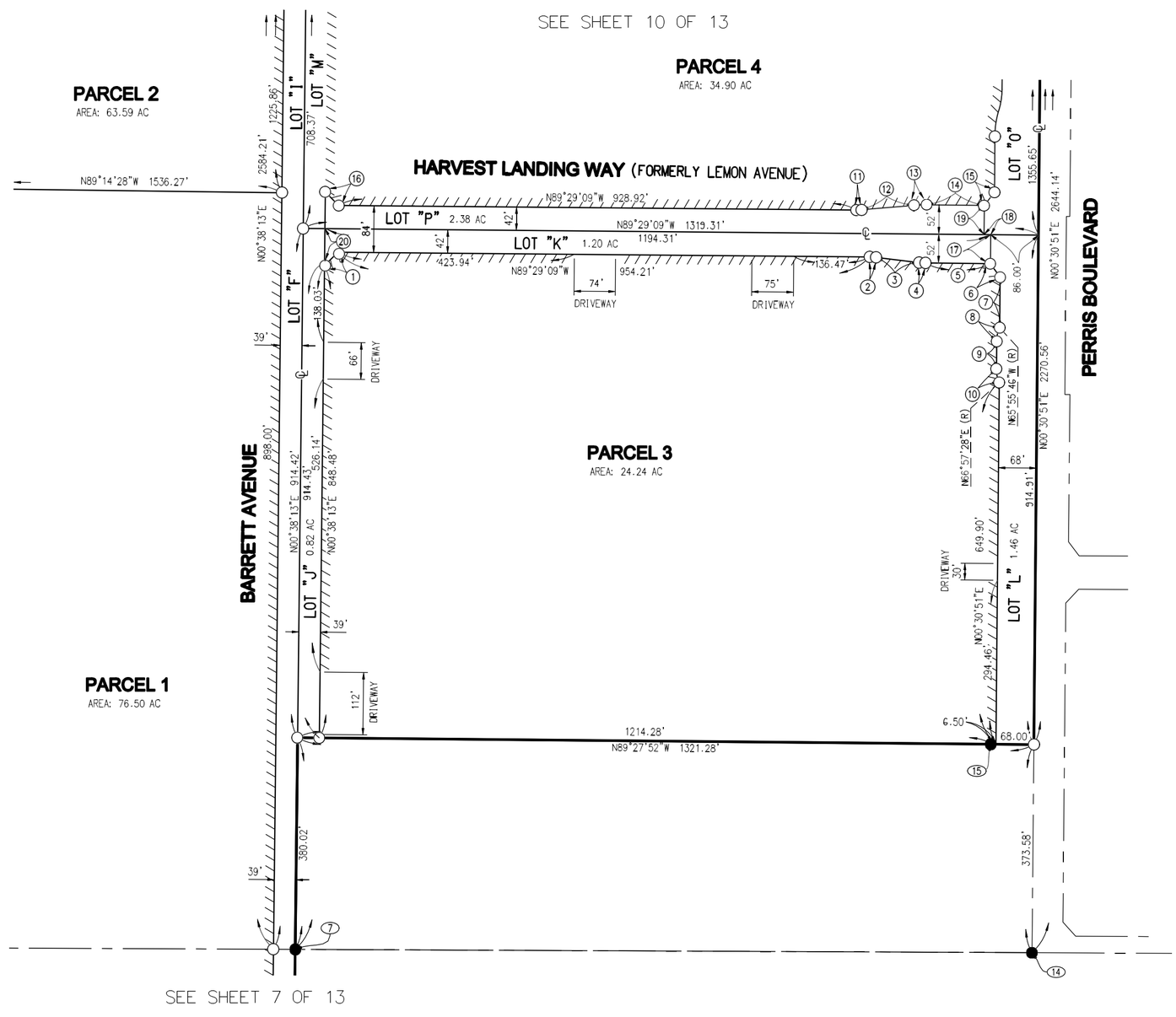

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NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

NOTE

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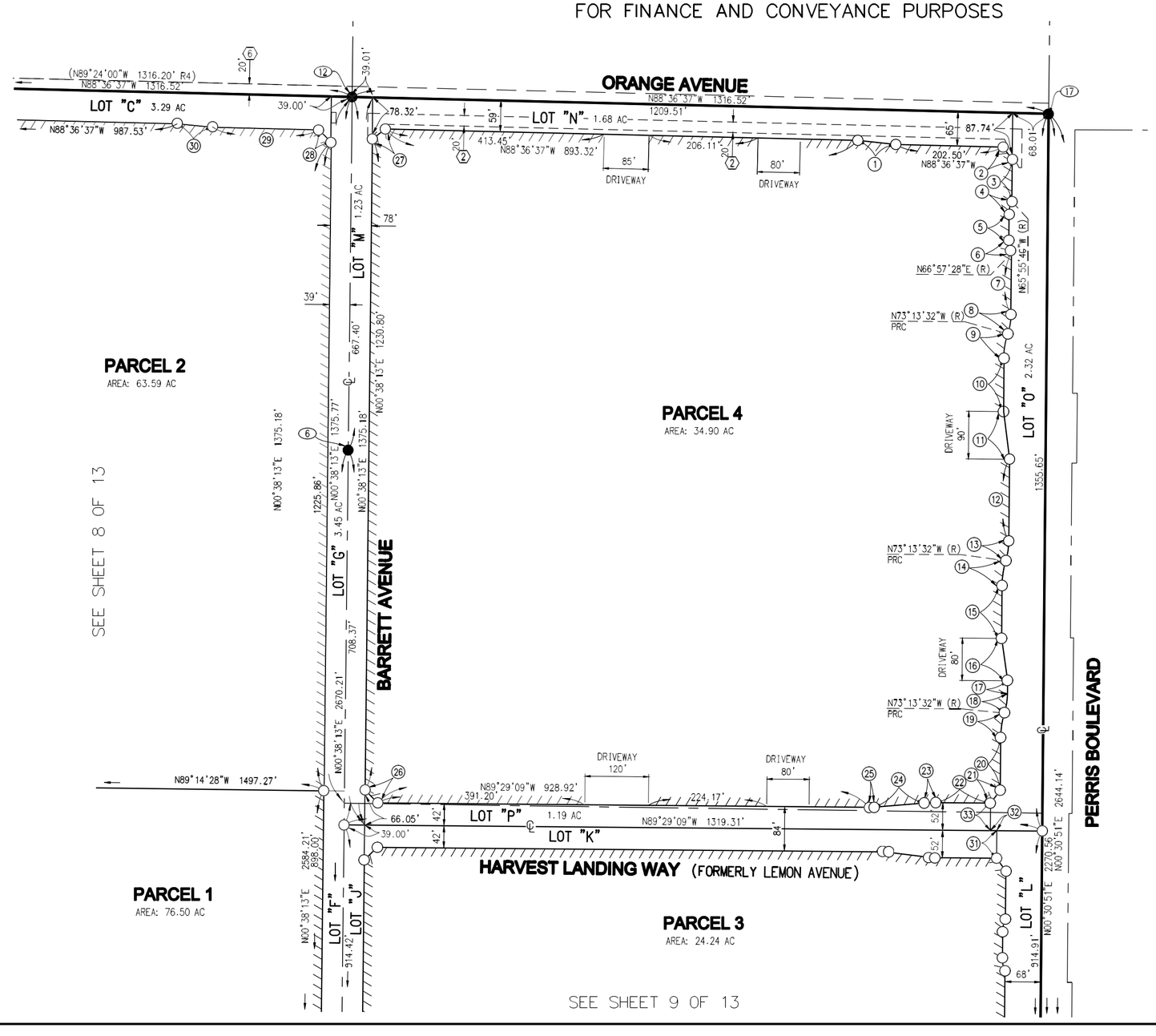
SCALE 1"=150'

150 75 0 150 300
SCALE: 1"=150'



DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N83°50'48"W	--	72.25'
2	N36°59'21"W	--	28.99'
3	N00°30'51"E	--	79.61'
4	Δ=23°33'23"	60.00'	24.67'
5	N00°30'51"E	--	50.00'
6	Δ=23°33'23"	60.00'	24.67'
7	N00°30'51"E	--	114.95'
8	Δ=16°15'37"	133.00'	37.74'
9	Δ=16°15'37"	167.00'	47.39'
10	N00°30'51"E	--	100.00'
11	N07°04'50"W	--	90.80'
12	N00°30'51"E	--	154.58'
13	Δ=16°15'37"	133.00'	37.74'
14	Δ=16°15'37"	167.00'	47.39'
15	N00°30'51"E	--	100.00'
16	N08°01'00"W	--	80.89'
17	N00°30'51"E	--	23.86'
18	Δ=16°15'37"	133.00'	37.74'
19	Δ=16°15'37"	167.00'	47.39'
20	N00°30'51"E	--	100.00'
21	N37°23'03"E	--	30.00'
22	N89°29'09"W	--	104.25'
23	Δ=05°12'28"	236.00'	21.45'
24	N85°18'23"E	--	94.89'
25	Δ=05°12'28"	100.00'	9.09'
26	N44°25'28"W	--	33.98'
27	N52°33'36"E	--	30.81'
28	N45°13'18"W	--	33.02'
29	N88°36'37"W	--	200.52'
30	N84°19'16"W	--	66.85'
31	N00°30'51"E	--	52.00'
32	N89°29'09"W	--	98.00'
33	N00°30'51"E	--	52.00'

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NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

NOTE

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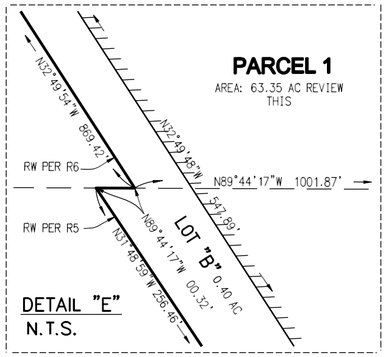
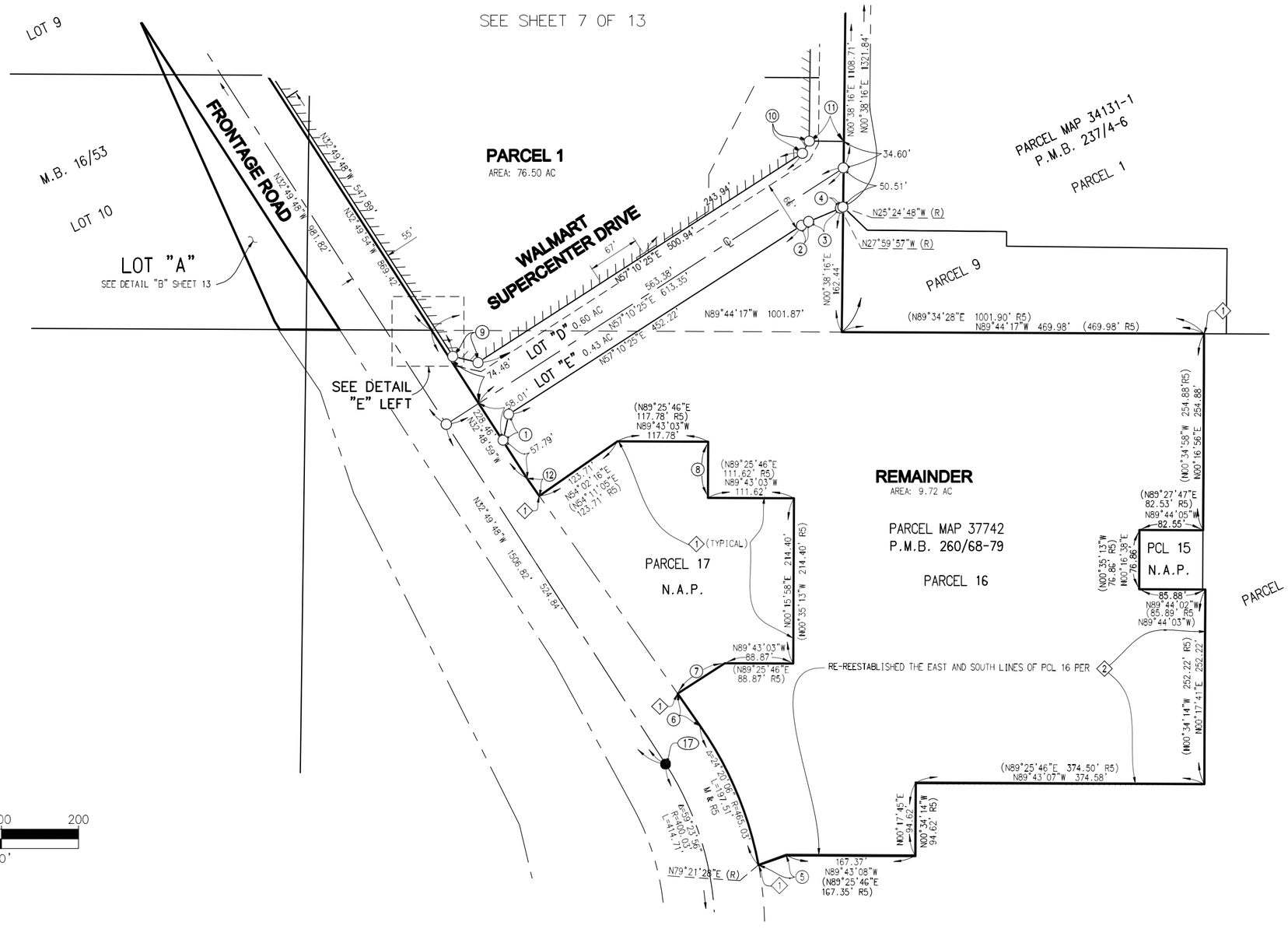


RE-ESTABLISHMENT NOTES

1. INDICATES SEARCHED NOTHING FOUND. RE-ESTABLISHED, BY RECORD ANGLE AND DISTANCE, PER R5.
2. INDICATES SEARCHED NOTHING FOUND. RE-ESTABLISHED, BY COMPASS RULD ADJUSTMENT PER R5.

DATA TABLE			
(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N12°10'16"E	--	35.36'
2	Δ=10°00'09"	59.00'	10.30'
3	N67°10'25"E	--	45.34'
4	Δ=02°35'09"	76.00'	3.43'
5	N70°03'02"E	--	38.21'
5	(N69°10'56"E	--	38.18'R5)
6	N34°58'38"W	--	50.65'
6	(N35°49'42"W	--	50.65'R5)
7	N57°11'08"E	--	72.80'
7	(N56°19'57"E	--	72.80'R5)
8	N00°16'57"E	--	72.74'
8	(N00°34'14"W	--	72.74'R5)
9	N76°36'33"W	--	40.63'
10	N28°54'21"E	--	18.00'
11	N89°21'44"W	--	45.00'
12	N34°58'38"W	--	28.00'
12	(N35°49'42"W	--	28.00'R5)



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NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

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

PARCEL MAP NO. 38811-1

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JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES

SEE SHEET 5 FOR MONUMENT NOTES AND SHEET 6 FOR EASEMENT NOTES.

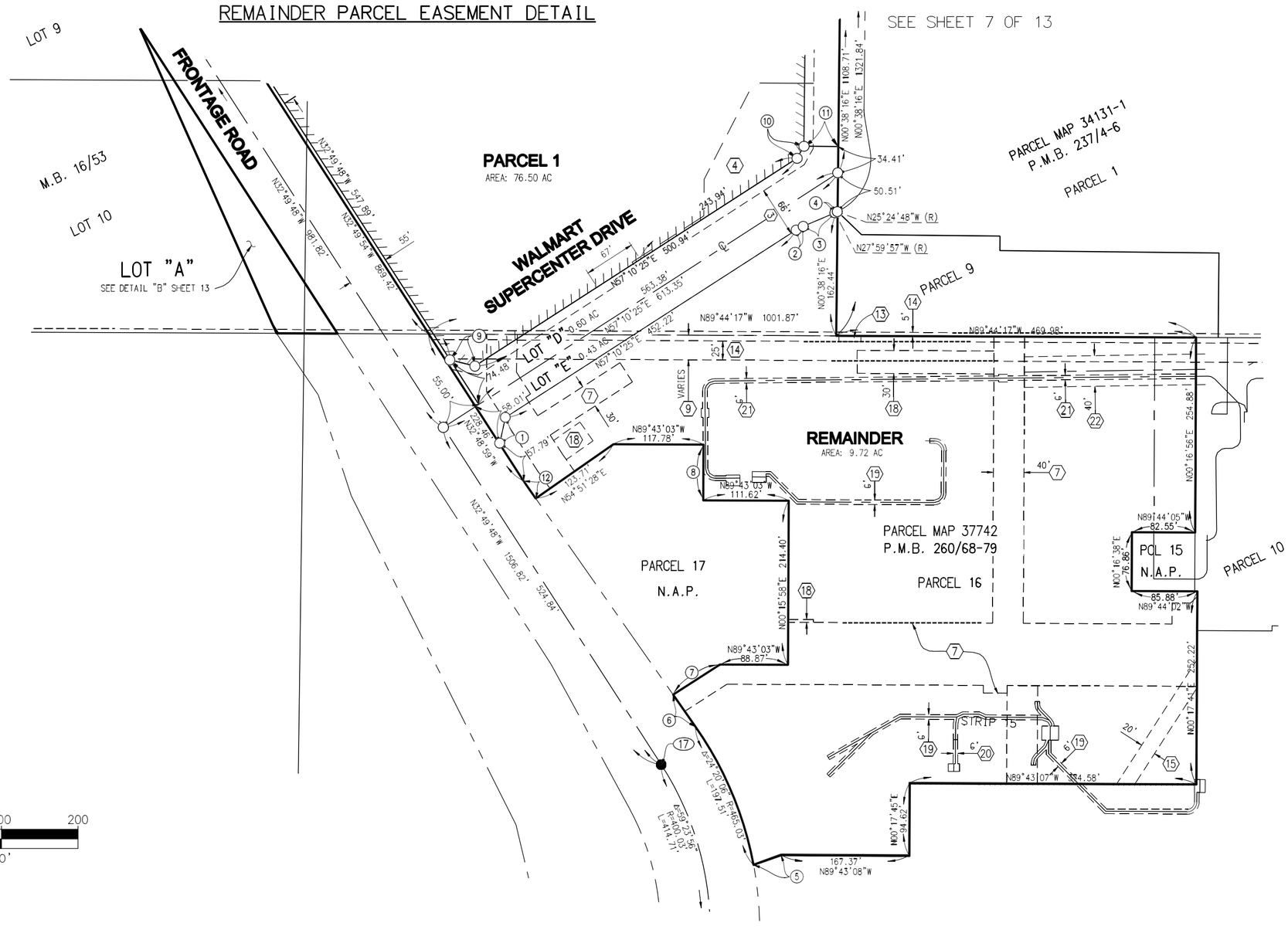
NOTE

FOR FINANCE AND CONVEYANCE PURPOSES ONLY. A FUTURE SUBDIVISION MAP OR LAND USE ENTITLEMENT OR PERMIT IS NECESSARY TO DEVELOP THIS PROPERTY. THIS MAP DOES NOT REMOVE ANY CONDITIONS OF APPROVAL FOR SEPARATE LAND USE ENTITLEMENTS OR TENTATIVE MAPS OR USE PERMITS APPROVED FOR THIS LAND.

DATA TABLE

(NO)	BEARING/DELTA	RADIUS	LENGTH
1	N12°10'16"E	--	35.36'
2	Δ=10°00'09"	59.00'	10.30'
3	N67°10'25"E	--	45.34'
4	Δ=02°35'09"	76.00'	3.43'
5	N70°03'02"E	--	38.21'
5	(N69°10'56"E	--	38.18'R5)
6	N34°58'38"W	--	50.65'
6	(N35°49'42"W	--	50.65'R5)
7	N57°11'08"E	--	72.80'
7	(N56°19'57"E	--	72.80'R5)
8	N00°16'57"E	--	72.74'
8	(N00°34'14"W	--	72.74'R5)
9	N76°36'33"W	--	40.63'
10	N28°54'21"E	--	18.00'
11	N89°21'44"W	--	45.00'
12	N34°58'38"W	--	28.00'
12	(N35°49'42"W	--	28.00'R5)

REMAINDER PARCEL EASEMENT DETAIL



H:\PDATA\190210\CADD\MAPPING\PM 38811-1\FINANCE AND CONVEYANCE\190210-PM-12-38811.DWG DUQUETTE, JOHN 9/1/2026 4:57 PM

NUMBER LOTS: 4
LETTER LOTS: 16
GROSS AREA: 228.81 AC
NET AREA: 199.24 AC

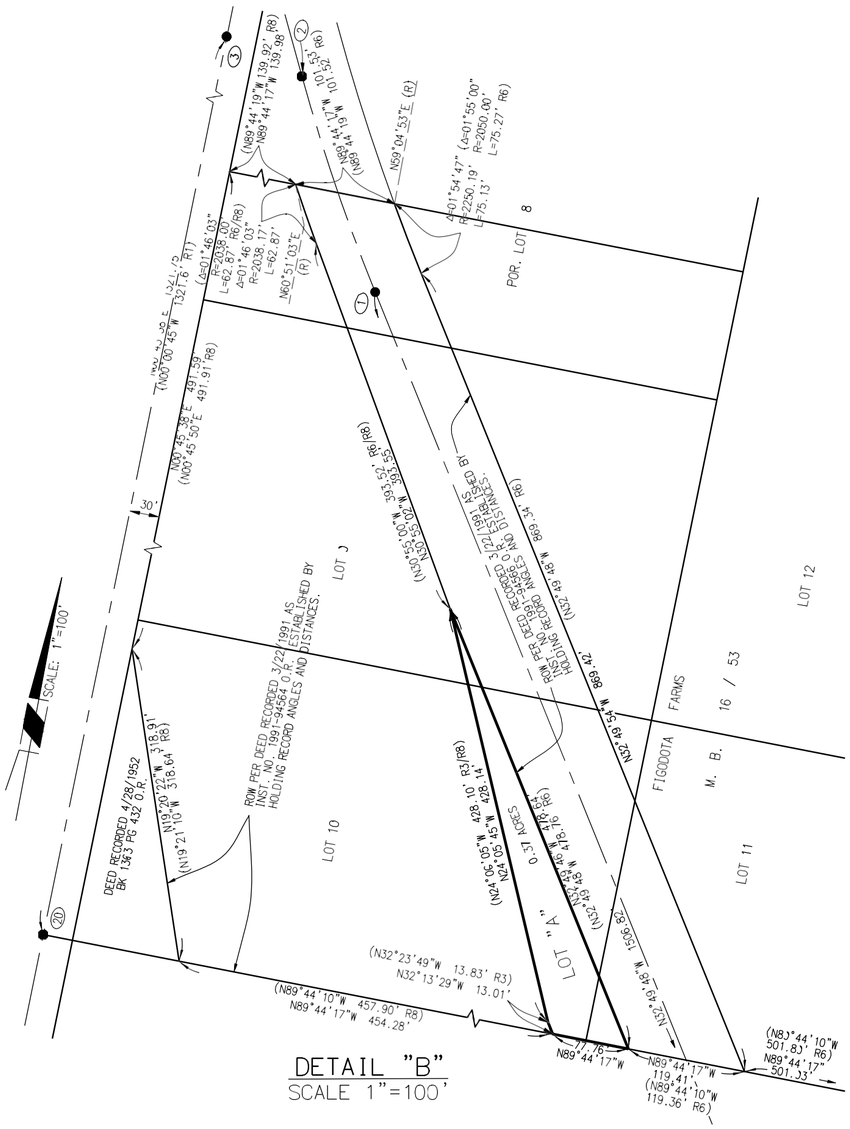
IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

PARCEL MAP NO. 38811-1

LOTS 1 THROUGH 6, 12 THROUGH 20, AND PORTIONS OF LOTS 7 THROUGH 11 OF FIGADOTA FARMS, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 53, OF MAPS, TOGETHER WITH BLOCKS 1 THROUGH 8 OF FIGADOTA FARMS NO. 1A, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 68, OF MAPS, TOGETHER WITH BLOCKS 1 AND 2, 10 THROUGH 13, AND BLOCK 20, LOTS "A" AND "B" OF BLOCK 3 AND 19, ALONG WITH PORTIONS OF LOT "A" THROUGH LOT "E" OF BLOCK 8 AND 14 OF FIGADOTA FARMS NO. 6, AS SHOWN ON THE MAP FILED IN BOOK 16, PAGE 77, OF MAPS, ALONG WITH PARCEL 16 OF PARCEL MAP NO. 37742, AS SHOWN ON THE MAP FILED IN BOOK 260, PAGES 68 THROUGH 79, OF PARCEL MAPS, ALL IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TOGETHER WITH PORTIONS OF SECTION 19, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO BASE AND MERIDIAN

JOHN R. DUQUETTE, PLS 7566 Michael Baker INTERNATIONAL DATE OF SURVEY: OCTOBER 2025

FOR FINANCE AND CONVEYANCE PURPOSES



ATTACHMENT 4

Conditions of Approval

(Planning, Engineering, Public Works, Community Services, and Building)

Due to the large file size, the documents are available for viewing at the Planning Division and on the City's website at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-601#docfold_1206_1313_479_601

ATTACHMENT 5

City Council Staff Report without Attachments – Dated February 10, 2026

CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: February 10, 2026

SUBJECT: General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Zone Change 24-05176, Development Agreement Amendment 17-05136, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, Development Plan Reviews 22-05239, 22-05235, 22-00023, 22-00024, 22-00025, 23-00018, 24-00008, and 24-00009 - A proposal to consider a comprehensive update to the Harvest Landing Specific Plan that originally consisted of commercial, industrial, and parcel hub uses, which has been modified by Alternative 4 of the Environmental Impact Report (EIR), to eliminate industrial warehouse uses and provide for a two-phased development consisting of Phase 1, including a 391,725-square-foot parcel hub facility on approximately 70 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development; and Phase 2, including approximately 51.08 acres designated as MBU for future development north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged. The following entitlements are required:

1) General Plan Amendment to change the land use designation of approximately 16.20 acres north of the Project site from Light Agricultural (A1) and Public (P) to Harvest Landing Specific Plan;
2) Specific Plan Amendment to expand the boundaries by adding 16.20 acres to the north, and to establish development standards, design guidelines, and implementation/administration provisions;
3) Zone Change to rezone approximately 5.64 acres in the northerly area of the Project site from A1 Zone to Specific Plan (SP) land use designation and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School;
4) Development Agreement Amendment for specific project improvements/community benefits;
5) Tentative Parcel Maps to create parcels for the commercial and MBU development and consolidate parcels for future MBU development;

6) Conditional Use Permits to allow two drive-thru restaurant businesses and a vehicle fueling station; and
7) Development Plan Reviews for review of site plans and building elevations.

Applicant: HIP SoCal Properties, LLC

REQUESTED ACTION: Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (FEIR) (SCH 2024080337) identifying EIR Alternative 4 as the Project consisting of 428,507-square-foot commercial/retail center and a 391,725-square-foot Parcel Hub; and adopting the Mitigation and Monitoring and Reporting Program, Statement Overriding Considerations, and Findings of Fact; and

Adopt Resolution Number (*next in order*) approving General Plan Amendment 24-05175; Specific Plan Amendment 22-05250; Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235; Development Plan Reviews 22-05239 and 23-00018 to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, consisting of a 428,507-square-foot commercial/retail center, water quality/recreational basin, and parcel hub facility, as described in Alternative 4 of the Project EIR, with the modification to relocate the 391,725 square foot Parcel Hub to the southerly side of the site, subject to Conditions of Approval and findings contained herein; and

Introduce Ordinance Number (*next in order*) approving the 24-05176 to rezone 5.54 acres in the northerly area of the Project site from Light Agricultural (AI) to Multiple Business Use (MBU), and to apply the MBU Overlay to 10.66 acres currently developed with the Val Verde Elementary School; and

Introduce Ordinance Number (*next in order*) approving Development Agreement Amendment 17-05136 for specific project improvements and community benefits to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, including the 391,725 square foot Parcel Hub on 70 acres on the southerly side of the site, subject to Conditions of Approval and findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

PROJECT BACKGROUND:

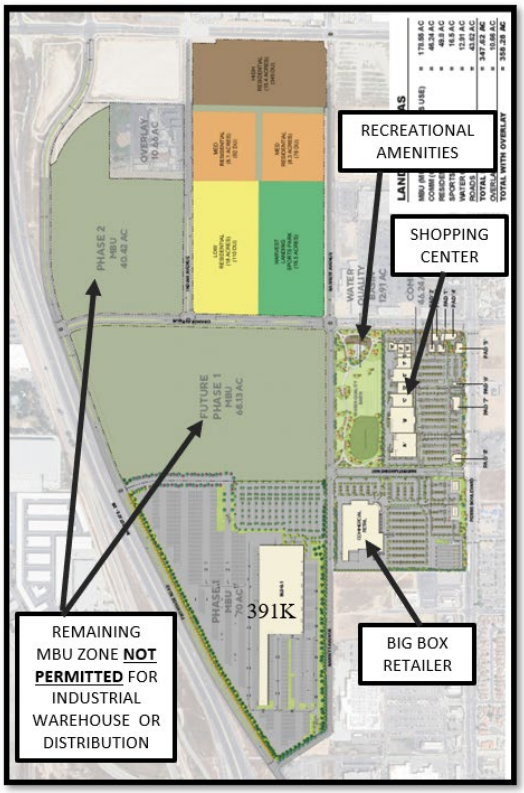
On December 17, 2025, the Planning Commission (PC) voted 3-1 with one recusal ***(Yes** – Hammond, Shively, and Jimenez; **No** – Lopez, **Recusal** – Menez)* to recommend that the City Council approve a comprehensive update of the Harvest Landing Specific Plan under Alternative 4 of the EIR to eliminate industrial warehouse uses and provide for a two-phased development

consisting of Phase 1, with an amendment to reduce the Parcel Hub square footage and lot size from 391,725-square-feet on 70 acres to 322,079 square feet on 59.37 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin with open space amenities, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development; and Phase 2, including approximately 51.08 acres designated as MBU for future development north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged.

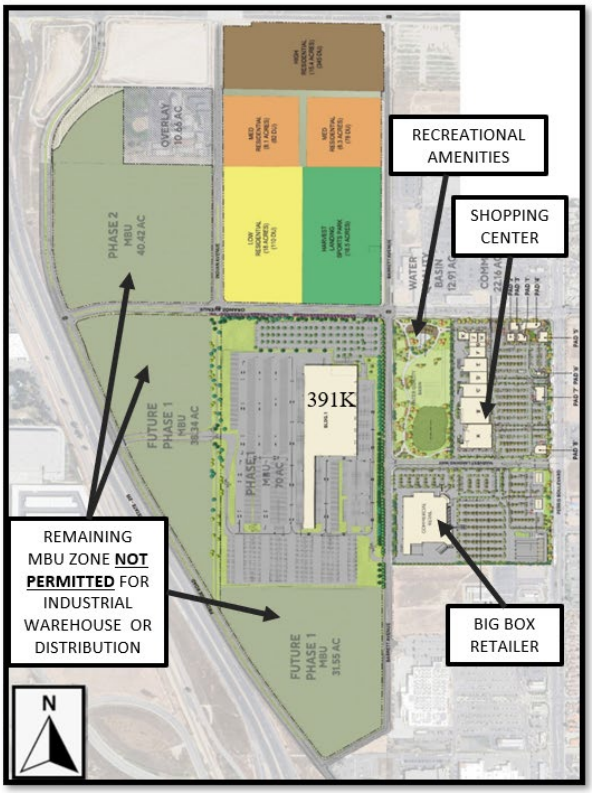
The applicant has revised the site plan per the Planning Commission's recommendation, except to reduce the Parcel Hub building and lot size. Per the developer, a reduction of the parcel hub building by approximately 70,000 square feet would not make the building feasible for FedEx to occupy the building, and therefore, the overall project's viability, including the commercial, would no longer be developable. Viability of the overall project depends on FedEx's occupancy of the Parcel Hub facility, which will fund much of the off-site infrastructure improvements and support the community benefits proposed with the project. Both the parcel hub and commercial center will be constructed at the same time and the sports complex will be constructed later in Phase 2. However, there will be passive recreational amenities in the water quality basin in Phase 1.

Below is the comparison of the Developer Original Project Proposal and the PC's recommended proposal.

DEVELOPER LATEST UPDATED PROPOSAL WITH PC RECOMMENDATIONS, EXCEPT PARCEL HUB SIZE REDUCTION (MODIFIED ALTERNATIVE 4)



PROJECT PROPOSAL AT PC



Planning Commission Recommendations to City Council

The PC recommended Alternative 4 proposal preserves residential land for up to 615 dwelling units and a 16.5-acre sports park, eliminates allowance of all industrial warehouse and distribution uses, allows only one Parcel Hub development for last mile delivery of goods, and commercial development for the remaining land uses, in a two-phased development consisting of:

- Phase 1 with the Planning Commission reducing the Parcel Hub square footage from 391,725 square feet to 322,079 square feet and lot acreage from 70 acres to approximately 59.37 acres, a commercial shopping center totaling 428,507 square feet on approximately 46.49 acres, a 12.91-acre water quality basin functioning partially as an outdoor open space gathering area that will be funded and maintained by the developer, and approximately 78.76 acres designated as Multiple Business Uses (MBU) for future development including but not limited to commercial and business park related uses; and

- Phase 2 with approximately 51.08 acres designated as MBU for future development, including but not limited to commercial and business park uses north of Orange Avenue, with the residentially designated areas and the Harvest Landing Sports Park north of Orange Avenue remaining unchanged.

During Planning Commission deliberations, a commissioner requested that the developer explore relocating the Parcel Hub closer to the freeway, rather than placing it across the street from future residential development and the 16.5 acres Sports Park. In response to this feedback, the applicant is proposing to relocate the Parcel Hub south, closer to the freeway, to create opportunities for other uses that would better complement the future residential development and sports park to the north. This amendment includes increasing the Parcel Hub square footage and lot size to 391,725 square feet on 70 acres instead of 322,079 square feet on 59.37 acres, as the developer indicated that the financial viability of the Project is dependent on FedEx's occupancy of the Parcel Hub facility. The EIR has been updated to reflect this amendment.

Recommended Modified Alternative 4 Plan

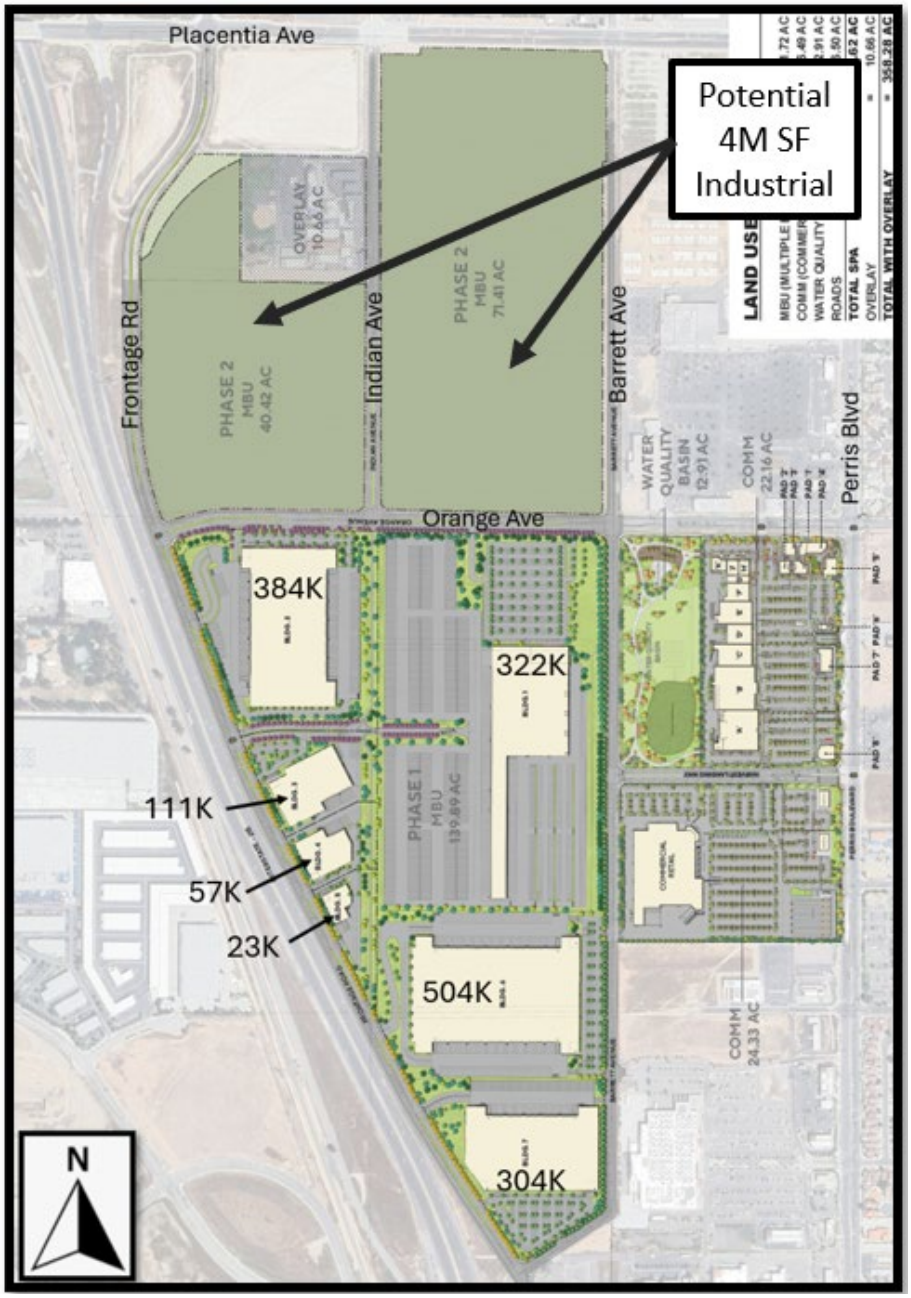
Council is being asked to consider the developer proposed Modified Alternative 4, allowing a 391,725 square foot Parcel Hub Facility instead of the PC recommended 322,079 square foot parcel hub. The applicant is requesting a larger building footprint and lot size to accommodate FedEx as the end user, as FedEx has identified the need for the large building and lot area to meet operational requirements.

The applicant explained that the parcel hub's size is needed to allow efficient on-site sorting and vehicle staging. Adequate space allows operations to be consolidated on site, while reducing the building or site area would constrain operations and could lead to more frequent and dispersed truck and van movements (Attachment 17).

The developer has indicated that the project's financial viability is dependent on FedEx occupying the Parcel Hub facility. Without FedEx's commitment, a reduced building and lot size would render the project unviable under the current community benefit terms. Originally, the developer had proposed 6 warehouses plus 4 million square feet of industrial in northerly portion of the specific plan, and a parcel hub. The developer has since removed all warehouses, leaving only the parcel hub

which FedEx has since then requested a larger facility in order to occupy this site. The following shows the original site plan, no longer proposed:

Previous Plan No Longer Proposed



Community Benefits

As part of the Project, the developer will provide the following community benefits through a 10-year Project Development Agreement and Conditions of Approval, with an estimated total value of approximately $35.5 million:

- Provide below-market commercial rental rates to attract top-tier tenants, with the approximate value of $24 million.

- Construct five public art installations in coordination with the City and the Historical Society, with an estimated value of $2.5 million.
- Build park amenities within the detention basin, including trails, exercise equipment, walkways, and community gathering areas, with an estimated value of $9 million.
- Offer a relocation site for Val Verde Elementary School north of the Specific Plan, for which exclusive negotiations have begun.
- Coordinate a job fair to provide employment opportunities for City residents.
- Maintain a lifetime partnership with the City for the annual Christmas Toy Drive.
- Construct the 16-acre Harvest Landing Sports Park as part of Phase 2 development.

The community benefit terms are based on FedEx occupying the Parcel Hub facility, which includes the larger building, with 391,725 square feet and a 70-acre lot. Without the increase in square footage and lot size, the applicant has indicated that there is no Project viability to include the commercial shopping center component.

Val Verde Elementary School

Since the Planning Commission meeting, the site plan was revised to relocate the parcel hub further south away from the existing Val Verde Elementary School site. The operations of the parcel hub, such as traffic and circulation, will not affect the school site if it chooses to remain at their current location. Additionally, no warehouses are proposed near the school site. While there are on-going discussion between the developer and the school to purchase the land and relocate, the school can choose to remain at their current or relocate at any time in the future.

PLANNING COMMISSION MEETING:

Discussion

At the December 17, 2025, meeting, the Planning Commission expressed support and praised the proposed Phase 1 commercial component and recreational water quality basin. The Commission also supported eliminating all Phase 1 industrial warehouse buildings and prohibiting industrial warehouse and distribution uses within the Multiple Business Use (MBU) areas. The Commissioners raised concerns about the parcel hub's size and proximity to future residential development north of Orange Avenue, noting potential exposure of sensitive receptors to emissions. The Commission recommended reducing the parcel hub size from 391,725 square feet to 322,079 square feet.

The Commission also considered the potential relocation of Val Verde Elementary School, which is located north of Orange Avenue within Phase 2 of the Project area. The applicant indicated ownership of a vacant site approximately 1.2 miles east of the Project area that could accommodate the school's relocation and stated that he is in negotiations with the School District. In response, the Commission recommended a Condition of Approval requiring that, if the school is relocated, the new school must be completed and operational before the existing school ceases operations, to ensure school employees have an opportunity to maintain their employment. Since the parcel hub has been moved, this condition no longer applies, and staff recommend removing it.

Compliance with Senate Bill 330 (No Net Loss of Housing)

The Harvest Landing Specific Plan comprehensive update retains all underlying residential land uses originally established in the plan, ensuring that the project maintains its full housing potential. This approach allows residential development to proceed at the densities allowed under the underlying residential designations, if the commercial or parcel hub designation on the MBU parcel is no longer needed in the future. In doing so, the project complies with Senate Bill 330 (SB 330), which remains in effect until 2030 and prohibits local jurisdictions from adopting new laws that would reduce the allowable amount of new housing or create regulatory barriers that delay housing development. By preserving the underlying residential land uses, the project safeguards existing housing capacity while providing flexibility for future development consistent with state law.

Public Comment

A total of forty-six (46) individuals spoke at the Planning Commission meeting regarding this project. Of these, 28 individuals expressed support for the Project, including representatives of local organizations, business and interest groups, union representatives, and city residents, while 18 individuals spoke in opposition to the Project, including representatives of environmental groups, city residents, and residents of neighboring communities. Opponents of the Project expressed concerns that the parcel hub facility would function similarly to a large-scale warehouse.

ENVIRONMENTAL DETERMINATION:

An Environmental Impact Report (SCH# 2024080337) has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines (Attachment 14). The EIR concludes that all project impacts have generally been reduced to less than significant or have been reduced to below the level of significance with the implementation of mitigation measures, except for impacts related to Air Quality, GHG emissions, Noise, and Transportation (VMT), which have been identified as significant and unavoidable. Thus, the adoption of a Statement of Overriding Consideration would be required to approve EIR Alternative 4, as recommended by the Planning Commission. During the public review period, staff received a total of 24 comment letters, six (6) of which were from the following agencies: CAL FIRE/Riverside County Fire; Riverside County Flood Control; Riverside Transit Agency; South Coast Air Quality Management District; Eastern Municipal Water District; and California Department of Transportation. Per Public Resources Code Section 21092.5, the City provided a written response to the commenting public agencies at least 10 days prior to the City Council's consideration of the Final EIR certification.

Responses to Comments were prepared and included in the Final EIR. None of the comments raised additional environmental concerns that were not already addressed in the EIR, constitute "significant new information" or meet any of the conditions in Section 15088.5 of the State CEQA Guidelines that would require recirculation of the EIR. In addition, an Errata was included in the Final EIR, setting forth clarifications, amplifications, corrections of typographical errors, and an analysis of the parcel hub relocation to the south of the site. Information included in Errata does not constitute "significant new information," and no further recirculation is required pursuant to CEQA Guidelines, Section 15088.5.

NOTICE OF PUBLIC HEARING:

A Notice of Public Hearing for the City Council meeting was published in the local newspaper and sent to agencies and property owners within 1,000 feet of the Project site, exceeding the 300-foot minimum requirement (Attachment 18). Since the writing of the Planning Commission staff report, staff has received approximately 500 emails in support of and eight (8) in opposition to the Project. Copies of the emails and letters are available at the City Clerk's office and the Planning Division.

The comments in support cited the shopping opportunities to be provided by the Project's commercial component and the increased employment opportunities. Comments in opposition raised concerns about the adequacy of the EIR and potential environmental impacts on biological resources, air quality, noise, traffic, and compatibility with sensitive receptors in adjacent and nearby areas. Opponents specifically objected to the inclusion of any warehouse use, frequently stating that they perceived little, if any, distinction between a parcel hub and a warehouse. Additional concerns included the loss of recreational opportunities previously contemplated under the existing Specific Plan and skepticism regarding the applicant's commitment to delivering the community benefits associated with Project development.

RECOMMENDATIONS:

Staff is recommending that the City Council approve the Planning Commission's recommendation with the proposed amendment to move the Parcel Hub facility south and closer to the freeway so that it is further away from the future residential development and Sports Park north of Orange Avenue, plus the addition of increasing the Parcel Hub facility square footage as the project financial viability is depending on FedEx occupancy the Parcel Hub facility. Without the increase in square footage and lot size, the applicant has indicated that there is no Project viability to include the commercial shopping center component. Therefore, staff recommends the following:

1. Adopt Resolution Number (*next in order*) certifying the Final Environmental Impact Report (SCH 2024080337), identifying EIR Alternative 4 as the Project, with the 391,725 square foot Parcel Hub on 70 acres, and adopting the Mitigation Monitoring and Reporting Program, Statement of Overriding Considerations, and Findings of Fact;
2. Adopt Resolution Number (*next in order*) approving GPA 24-05175, SPA 22-05250, TPMs 22-05251 (TPM 38810) and 24-05198 (TPM 38811), CUPs 22-05005 and 23-05235, and DPRs 22-05239 and 23-00018; and
3. Introduce Ordinances Numbers (*next in order*) approving ZC 24-05176 and DAA 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan and Phase 1 development, subject to Conditions of Approval and findings contained herein.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since all project costs are borne by the Applicant.

Prepared by: Albert G. Armijo, Contract Project Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Resolution Number *(next in order)* Certifying the Environmental Impact Report Alternative 4 Project that includes a 391,725 square foot parcel hub in the southerly area, and Adopting the Statement of Overriding Considerations, Findings of Fact, and the Mitigation Monitoring and Reporting Program
   Due to the size of the file, only the Resolution is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
2. Resolution Number *(next in order)* Approving General Plan Amendment 24-05175, Specific Plan Amendment 22-05250, Tentative Parcel Maps 22-05251 (TPM 38810) and 24-05198 (TPM 38811), Conditional Use Permits 22-05005 and 23-05235, and Development Plan Reviews 22-05239 and 23-00018, that includes a 391,725 square foot parcel hub in the southerly area, and Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)
3. Ordinance Number *(next in order)* Approving Development Agreement Amendment 17-05156 for the Harvest Landing Project, that includes a 391,725 square foot parcel hub in the southerly area
   Due to the size of the file, only the Ordinance is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
4. Ordinance Number *(next in order)* Approving Zoning Change 24-05176 for a project with a 391,725 square foot parcel hub in the southerly area
   Due to the size of the file, only the Ordinance is included as a hard copy; the Attachments are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
5. Vicinity/Aerial Map
6. Existing and Proposed Specific Plan Land Use Map
7. Harvest Landing Specific Plan document
   Due to the size of this file, the document is available in the Planning Division and online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528

8. MARB/IPA ALUCP Map
9. Tentative Parcel Maps 38810 and 38811
10. Project Plans
    a. Project including Reduced Parcel Hub Facility (Overall Site Plans, Floor Plans, Building Elevations, and Conceptual Landscape Plans, and Renderings)
    b. Project Plans including Large Parcel Hub Facility (Overall Site Plans, Floor Plans, Building Elevations, and Conceptual Landscape Plans, and Renderings)

    Due to the size of the plans, only select plans are provided in the staff report package; the complete set of plans is on file with the Planning Division and available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
11. Harvest Landing Specific Plan Final EIR (Errata, Public Comments, and Responses to Comments) and Technical Reports
    Due to the size of the files; the documents are on file with the Planning Department and available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
12. Public Comment Letters
    Due to the size of the files, the public comment letters are on file with the Planning Division and available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
13. Planning Commission Staff Report Without Exhibits – Dated 12/17/2025
    Due to the size of the files, only the staff report is included as a hard copy. The staff report and exhibits are available online at:
    https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-528#docfold_1206_1313_479_528
14. Applicant's Letter Requesting Council consideration to allow a larger Parcel Hub Facility, instead of PC Recommendation
15. Notice of Public Hearing

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

CITY OF PERRIS

10.L.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve Professional Services Agreement with Hushmand Associates, Inc., for compaction and asphalt and concrete material testing services for the Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157) and Public Works Parking Lot Project (F076), in the amount of $177,997.50, for a 200-day contract term.

REQUESTED ACTION:

That the City Council:

- Approve Professional Services Agreement with Hushmand Associates, Inc., for compaction and asphalt and concrete material testing services for the Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157) and Public Works Parking Lot Project (F076), in the amount of $177,997.50, for a 200-day contract term;
- Authorize a 20% of the contract amount for contingency in the amount of $35,599.50; and
- Authorize the City Manager to execute the Professional Services Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The City Council at its meeting of July 28, 2026, approved the Public Works Construction Contract to All American Asphalt for the Citywide Pavement Rehabilitation Project and the Public Works Parking Lot Improvement Project (CIP S157 and CIP F076) (Project). The Project is scheduled to start by late September 2026.

The Project requires independent Soils Engineer for compaction and asphalt and concrete material testing. To secure a qualified independent Soils Engineering firm, Engineering Department requested proposals from qualified firms, receiving proposals from the following companies:

Firm	Proposal
Hushmand Associates, Inc.	$177,997.50
LOR Geotechnical Group, Inc.	$185,099.50
Willdan	$235,852.50

Selection was based on cost and the lowest proposal was received from Hushmand Associates, Inc., in the amount of $177,997.50.

Staff recommends that the City Council 1) Approve Professional Services Agreement with Hushmand Associates, Inc., for compaction and asphalt and concrete material testing services for the Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157) and Public Works Parking Lot Project (F076), in the amount of $177,997.50, for a 200-day contract term.; 2) Authorize a 20% of the contract amount for contingency in the amount of $35,599.50; and 3) Authorize the City Manager to execute the Professional Services Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

Project Funding is included in the current CIP S157 and F076.

Prepared By: Grace Alvarez, Management Analyst (Contractor)

Attachments:
1. HAI-Professional Services Agreement.pdf

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
HUSHMAND ASSOCIATES, INC.

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 8th day of September, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and HUSHMAND ASSOCIATES, INC., a California Corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

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

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

1.5 Additional Services and Compensation. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Seventy Seven Thousand Nine Hundred Ninety Seven Dollars and Fifty Cents ($177,997.50)** ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement,

this Agreement shall continue in full force and effect until completion of the services, which shall be no later than June 30, 2027 ("**Term**").

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

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

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is Ben Hushmand, PhD, PE, President/Principal Engineer, 949-777-1266 ben@haieng.com, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is John Pourkazemi, PE, City Engineer, 951-956-2120, JPourkazemi@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to

assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 **Independent Contractor.** Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 **Insurance Coverages.** Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $2,000,000 per claim and no less than $2,000,000 general aggregate.

(e) **Cyber Liability.** RESERVED.

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

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

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

5.2 General Insurance Requirements.

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

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

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

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

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

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

5.3 **Indemnification.**

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

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

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

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

materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon thirty (30) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

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

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

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

failure of City to exercise such right to deduct or to withhold shall not, however, affect the obligations of Consultant to insure, indemnify, and protect City as elsewhere provided herein.

7.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

7.9 **Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant covenants that neither it, nor any officer or

principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, facsimiles or digital.

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

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

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

9.7 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
HUSHMAND ASSOCIATES, INC., a California Corporation

By: _____
Name: Ashkaan Husmand
Title: Chief Executive Officer

By: _____
Name: Ben Hushmand
Title: Secretary, Chief Financial Officer

Address: 250 Goddard
Irvine, CA 92618

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

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Consultant's Proposal and detailed below in providing geotechnical engineering services to support the construction of Citywide Improvements.

- Review plans and specifications related to earthwork/subgrade inspection, aggregate base, Portland Cement Concrete (PCC), Asphalt Concrete (AC)/ARHM/REAS paving, reinforced CMU masonry block wall, and utility trench backfill.
- Observe and test subgrade and soil backfill. Field compaction (density) testing will be performed as needed to verify compliance with the project specifications.
- Perform inspection and in-place density testing of subgrade, base, and asphalt concrete (AC) materials; measure asphalt concrete temperature; lift thicknesses, and general paving operations. Laboratory testing may include HMA density (CT 308), HMA stability (CT 366), and HMA extraction and gradation (CT 382), as requested by the City.
- Perform moisture-density relationships (Proctor), gradation, Atterberg, expansion index and corrosion tests on soil samples for native and import materials.
- HAI will provide the final project as-built report summarizing field and laboratory test results. The daily field reports will be included in the report in an appendix.
- Perform Portland Cement Concrete (PCC) inspections, sampling, and testing.
- Collect concrete cylinder samples in the field & perform laboratory Compression Strength Tests.
- Provide special inspection services for reinforced CMU masonry block wall.

ASSUMPTIONS & LIMITATIONS

- We request a minimum of 1-week advance notice to schedule field personnel at the start of construction activities. For continuous projects, subsequent work may be scheduled with 48-hour notice and for intermittent or sporadic schedules, a minimum of 72-hour advance notice is requested.
- Minimum Field Charges:

  4-Hour Minimum: Applies when cancellations are made less than 24 hours in advance, or an inspector is dispatched to the site and no work is performed, or to all field visits when up to four (4) hours of field work is performed at the site.

  8-Hour Minimum: Applies to any field work exceeding four (4) hours, up to eight (8) hours.
- Cost is based on prevailing wage rates. We have assumed regular time for cost estimate purpose. Regular time is first 8 hours, Monday through Friday. After 8 hours and up to 12 hours, Monday through Friday and the first 12 hours of Saturday (except holidays) will be billed at an overtime rate, which is one and a half (1.5) times the REGULAR RATE. Double time is anything after 12 hours, Monday through Friday; After 12 hours on Saturday; and All-day Sunday will be billed at two times (2) the REGULAR RATE. The following holidays will be billed at Double time: New Year Day, Memorial Day, Independence Day, Veterans Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, and Labor Day.
- HAI assumes that imported/source materials, including aggregate base, asphalt concrete, ready-mix concrete, and manufactured materials, will be reviewed and approved by the City prior to ordering and delivery to the project site. HAI's scope does not include approval of material sources, quarry products, mix designs, supplier certifications, or manufacturer submittals unless specifically requested by the City.

II. All work product is subject to review and acceptance by City and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

Not Applicable

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and detailed below.

ESTIMATED FEE

We propose to provide the above-outlined services on a time-and-materials basis in accordance with the attached cost estimate tables (Table 1 for Perris Blvd. Resurfacing & Improvements, Table 2 for Nuevo Road Resurfacing & Improvements, Table 3 for Public Work Department New Parking Lot, and Table 4 for Public Work Yard Improvements). Our estimated budget has been developed based on a review of the referenced documents and assumed number of hours our services will be required as below:

- Soil, Concrete & Asphalt Testing & Inspection for Perris Blvd. Resurfacing & Improvements
  - Estimated 20 full (8 hour) workdays with total of 160 field hours of observation and testing

ESTIMATED BUDGET (TIME AND MATERIALS FROM TABLE 1).....***$50,069.00***

- Soil, Concrete & Asphalt Testing & Inspection for Nuevo Rd. Resurfacing & Improvements
  - Estimated 12 full (8 hour) workdays with total of 96 field hours of field testing and inspection

ESTIMATED BUDGET (TIME AND MATERIALS FROM TABLE 2).....***$27,221.00***

- Soil, Concrete & Asphalt Testing & Special Inspection of CMU Block Wall for Public Work Department New Parking Lot
  - Estimated 28 full (8 hour) workdays with total of 224 field hours of observation and testing and 20 full (8 hour) workdays with total 160 field hours of observation and testing

ESTIMATED BUDGET (TIME AND MATERIALS FROM TABLE 3).....***$74,131.50***

- Soil, Concrete & Asphalt Testing & Inspection for Public Work Yard Improvements
  - Estimated 12 full (8 hour) workdays with total of 96 field hours of field testing and inspection

ESTIMATED BUDGET (TIME AND MATERIALS FROM TABLE 4).....***$26,576.00***

Please note that HAI's scope and estimated costs are dependent on the site conditions, weather conditions, contractor's actual work schedule, diligence and efficiency of the excavating subcontractor, means and methods, and the duration or amount of observation, sampling, and testing requested by the City of Perris. The scope and costs outlined in this proposal should be considered an estimate only, and additional budget may be required depending on the actual construction schedule or level of testing needed. Hours or tests less than or greater than those mentioned in this proposal will proportionately reduce or increase our costs. We used the rates assuming the construction will take place during daytime on regular weekdays.

TABLE 1. ITEMIZED COST ESTIMATE - Perris Blvd

Task No.	Task	No. of Units	Unit	Unit Rate	Total Cost
1	**Specification Review, Coordination, and Communication**				
	Project Manager	4	hours	$230.00	$920.00
	Project Engineer	5	hours	$145.00	$725.00
				SUBTOTAL	**$1,645.00**
2	**Field Inspection and Testing**				
	Field Inspector - 20 full days (8 hrs/day)	160	hours	$140.00	$22,400.00
				SUBTOTAL	**$22,400.00**
3	**Laboratory Testing - Soils and Aggregate**				
	Modified Proctor Compaction 6" Mold	2	tests	$210.00	$420.00
	Modified Proctor Compaction 4" Mold	2	tests	$185.00	$370.00
	Particle Size Analysis	2	tests	$118.00	$236.00
	Sand Equivalent	1	tests	$98.00	$98.00
	R- value	1	tests	$325.00	$325.00
				SUBTOTAL	**$1,449.00**
4	**Laboratory Testing - Materials (Concrete and Asphalt)**				
	Concrete Cylinder Compression - 5 sets (5 tests per set)	25	tests	$41.00	$1,025.00
	Concrete Cylinder Pickup/Delivery - 5 sets	5	sets	$110.00	$550.00
	HMA Density (CT 308)	20	item	$82.50	$1,650.00
	HMA Stability (CT 366)	20	item	$341.00	$6,820.00
	HMA Extraction & Gradation (CT 382)	20	item	$451.00	$9,020.00
				SUBTOTAL	**$19,065.00**
5	**Project Management, Review and Submittal of Daily Reports**				
	Project Engineer (Project Management, Review Dailies)	18	hours	$145.00	$2,610.00
	Project Engineer (Compile Final Report)	20	hours	$145.00	$2,900.00
				SUBTOTAL	**$5,510.00**
				TOTAL ESTIMATED COST	**$50,069.00**

TABLE 2. ITEMIZED COST ESTIMATE - Nuevo Road

Task No.	Task	No. of Units	Unit	Unit Rate	Total Cost
1	**Specification Review, Coordination, and Communication**				
	Project Manager	4	hours	$230.00	$920.00
	Project Engineer	6	hours	$145.00	$870.00
				SUBTOTAL	**$1,790.00**
2	**Field Inspection and Testing**				
	Field Inspector - 12 full days (8 hrs/day)	96	hours	$140.00	$13,440.00
				SUBTOTAL	**$13,440.00**
3	**Laboratory Testing - Soils and Aggregate**				
	Modified Proctor Compaction 6" Mold	2	tests	$210.00	$420.00
	Modified Proctor Compaction 4" Mold	2	tests	$185.00	$370.00
	Particle Size Analysis	2	tests	$118.00	$236.00
	Sand Equivalent	1	tests	$98.00	$98.00
	R- value	1	tests	$325.00	$325.00
				SUBTOTAL	**$1,449.00**
4	**Laboratory Testing - Materials (Concrete and Asphalt)**				
	Concrete Cylinder Compression - 3 sets (5 tests per set)	15	tests	$41.00	$615.00
	Concrete Cylinder Pickup/Delivery - 3 sets	3	sets	$110.00	$330.00
	HMA Density (CT 308)	6	item	$82.50	$495.00
	HMA Stability (CT 366)	6	item	$341.00	$2,046.00
	HMA Extraction & Gradation (CT 382)	6	item	$451.00	$2,706.00
				SUBTOTAL	**$6,192.00**
5	**Project Management, Review and Submittal of Daily Reports**				
	Project Engineer (Project Management, Review Dailies)	12	hours	$145.00	$1,740.00
	Project Engineer (Compile Final Report)	18	hours	$145.00	$2,610.00
				SUBTOTAL	**$4,350.00**
				TOTAL ESTIMATED COST	**$27,221.00**

TABLE 3. ITEMIZED COST ESTIMATE - P.W. Department New Parking Lot

Task No.	Task	No. of Units	Unit	Unit Rate	Total Cost
1	**Specification Review, Coordination, and Communication**				
	Project Manager	6	hours	$220.00	$1,320.00
	Project Engineer	8	hours	$145.00	$1,160.00
				SUBTOTAL	**$2,480.00**
2	**Field Inspection and Testing**				
	Field Inspector -28 full days (8 hrs/day)	224	hours	$140.00	$31,360.00
	CMU Masonary Wall (767 LF x 8 FT) Special Inspection - 20 days	160	hours	$145.00	$23,200.00
				SUBTOTAL	**$54,560.00**
3	**Laboratory Testing - Soils and Aggregate**				
	Modified Proctor Compaction 6" Mold	2	tests	$210.00	$420.00
	Modified Proctor Compaction 4" Mold	2	tests	$185.00	$370.00
	Particle Size Analysis	2	tests	$118.00	$236.00
	Sand Equivalent	1	tests	$98.00	$98.00
	R- value	1	tests	$325.00	$325.00
				SUBTOTAL	**$1,449.00**
4	**Laboratory Testing - Materials (Concrete and Asphalt)**				
	Concrete Cylinder Compression - 10 sets (5 tests per set)	50	tests	$41.00	$2,050.00
	Concrete Cylinder Pickup/Delivery - 10 sets	10	sets	$110.00	$1,100.00
	HMA Density (CT 308)	5	item	$82.50	$412.50
	HMA Stability (CT 366)	5	item	$341.00	$1,705.00
	HMA Extraction & Gradation (CT 382)	5	item	$451.00	$2,255.00
				SUBTOTAL	**$7,522.50**
5	**Project Management, Review and Submittal of Daily Reports**				
	Project Engineer (Project Management, Review Dailies)	32	hours	$145.00	$4,640.00
	Project Engineer (Compile Final Report)	24	hours	$145.00	$3,480.00
				SUBTOTAL	**$8,120.00**
				TOTAL ESTIMATED COST	**$74,131.50**

TABLE 4. ITEMIZED COST ESTIMATE - P.W. YARD IMPROVEMENTS PROJECT

Task No.	Task	No. of Units	Unit	Unit Rate	Total Cost
1	**Specification Review, Coordination, and Communication**				
	Project Manager	4	hours	$220.00	$880.00
	Project Engineer	6	hours	$145.00	$870.00
				SUBTOTAL	$1,750.00
2	**Field Inspection and Testing**				
	Field Inspector - 12 full days (8 hrs/day)	96	hours	$140.00	$13,440.00
				SUBTOTAL	$13,440.00
3	**Laboratory Testing - Soils and Aggregate**				
	Modified Proctor Compaction 6" Mold	2	tests	$210.00	$420.00
	Modified Proctor Compaction 4" Mold	2	tests	$185.00	$370.00
	Particle Size Analysis	2	tests	$118.00	$236.00
	Sand Equivalent	1	tests	$98.00	$98.00
	R- value	1	tests	$325.00	$325.00
				SUBTOTAL	$1,449.00
4	**Laboratory Testing - Materials (Concrete and Asphalt)**				
	Concrete Cylinder Compression - 2 sets (5 tests per set)	10	tests	$41.00	$410.00
	Concrete Cylinder Pickup/Delivery - 2 sets	2	sets	$110.00	$220.00
	HMA Density (CT 308)	6	item	$82.50	$495.00
	HMA Stability (CT 366)	6	item	$341.00	$2,046.00
	HMA Extraction & Gradation (CT 382)	6	item	$451.00	$2,706.00
				SUBTOTAL	$5,877.00
5	**Project Management, Review and Submittal of Daily Reports**				
	Project Engineer (Project Management, Review Dailies)	12	hours	$145.00	$1,740.00
	Project Engineer (Compile Final Report)	16	hours	$145.00	$2,320.00
				SUBTOTAL	$4,060.00
				TOTAL ESTIMATED COST	$26,576.00

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

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

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and detailed below:

Start of Construction anticipated on September 8, 2026 through Project Completion on June 30, 2027.

CITY OF PERRIS

10.M.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve Professional Services Agreement with Albert A. Webb Associates, for Environmental and Design Engineering Services for the Goetz Road Bridge Replacement and Widening over the San Jacinto River (CIP S160), in the amount of $1,812,224.00, for a four (4) year contract term.

REQUESTED ACTION:

That the City Council:

- Approve a Professional Services Agreement with Albert A. Webb Associates, for Environmental and Design Engineering Services for the Goetz Road Bridge Replacement and Widening over the San Jacinto River (CIP S160), in the amount of $1,812,224.00, for a four (4) year contract term; and
- Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

Currently, the Goetz Road Bridge over the San Jacinto River is a two-lane facility (one lane of travel in each direction), built in 1970. The roadway has a General Plan designation of Primary Arterial, with a roadway cross section of three lanes in each direction and a center median. However, based on the projected build-out conditions, Goetz Road Average Daily Traffic (ADT) is 13,300 and the roadway designation would be Secondary Arterial, consisting of two lanes in each direction with a center median. A Secondary Arterial is capable of handling up to 21,540 ADT.

Therefore, staff prepared the Request for Proposal (RFP) for the Environmental and Engineering Services (Project) for a Consultant to obtain the associated environmental permits, coordinate with respective agencies and provide the design for a 4-lane bridge, approximately 80 feet wide, to accommodate two 12-foot-wide northbound lanes, two 12-foot wide southbound lanes, a 4-foot wide striped median, two 10-foot wide multipurpose trails separated by 2-foot wide concrete barriers, guard rails and street lights.

IDI Logistics, the developer of the logistic sites on Mapes Road, was conditioned to pay $22M for the environmental clearance, design, right-of-way acquisition, and construction of the Project in three installments of $5M, $8.5M, a final $8.5M totaling $22M, with the City assuming the responsibility as the lead agency for the Project. The first installment of $5M has been received and has been allocated in the Project's Capital Improvement Program CIP S160. Therefore, on April 30, 2026, the City advertised a Request for Proposal (RFP) for Phase 1 of the Project, to perform the Environmental and Permitting Services, and for Phase 2 of the Project to provide the Bridge Design Plans, Specifications and Cost Estimates. Five proposals were received on the due date of June 10, 2026 from:

– ARC Riverside

– Dokken Engineering

– Albert A. Webb Associates

– EXP Services

– CNS Engineering

Staff reviewed all five qualified proposals, scoring and ranking them in accordance to the RFP. Consultant selection was based on qualification resulting in the recommendation to award the contract to Albert A. Webb Associates in the amount of $989,474.00 for the Environmental and Permitting Services (Phase 1), and $822,750.00 for the Bridge Design Plans, Specifications and Cost Estimates (Phase 2), for a combined contract amount of $1,812,224.00, for a four-year contract term.

Staff recommends that the City Council 1) Approve a Professional Services Agreement with Albert A. Webb Associates for Environmental and Design Engineering Services for the Goetz Road Bridge Replacement and Widening over the San Jacinto River (CIP S160), in the amount of $1,812,224.00, for a four (4) year contract term; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:
There is no impact to General Fund. Project Funding is available in CIP S160.

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Vicinity Map.pdf
2. Professional Services Agreement.pdf
3. Cost Proposal.pdf
4. Technical Proposal.pdf

ATTACHMENT 1

VICINITY MAP

Vicinity Map

Goetz Road Bridge

LEGEND

LOCATION OF GOETZ ROAD BRIDGE

ATTACHMENT 2

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
ALBERT A. WEBB ASSOCIATES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 29th day of September, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and ALBERT A. WEB ASSOCIATES, a California corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

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

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

1.5 Additional Services and Compensation. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Million Eight Hundred Twelve Thousand Two Hundred Twenty Four Dollars and Zero Cents ($1,812,224.00) ("Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement,

this Agreement shall continue in full force and effect until completion of the services, which shall be no later than September 29, 2030 ("**Term**").

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

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

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is Dilesh Sheth, PE, TE, Senior Vice President, 951-248-4237, dilesh.sheth@webbassociates.com, who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is John Pourkazemi, PE (City Engineer, 951-956-2120, JPourkazemi@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to

assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents or subcontractors, are officers, employees or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

5.1 Insurance Coverages. Prior to commencement of any services under this Agreement, and without limiting Consultant's indemnification obligation to City, Consultant shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, for the duration of the Agreement, primary policies of insurance of the type and amounts below, issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an

assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by City, which shall cover all elected and appointed officers, employees and agents of City. City reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, City and Consultant may renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $2,000,000 per claim and no less than $4,000,000 general aggregate.

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

network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to respond to these obligations.

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

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

5.2 **General Insurance Requirements.**

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

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

(c) **Additional Insureds.** The commercial general liability policy provided for in Section 5.1(a) and the automobile liability policy provided for in Section 5.1(c) both shall name City and its elected and appointed officers, employees and agents ("**City Parties**") as additional insureds and such coverage shall contain no special limitations on the scope of protection afforded

to City and City Parties. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability, and policies of insurance shall not contain any cross-liability exclusions.

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

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

5.3 **Indemnification.**

(a) **General Obligations.** Consultant agrees, to the full extent permitted by law, to indemnify, defend and hold harmless City and its elected and appointed officers, employees and agents (each an "**Indemnitee**" and collectively, "**Indemnitees**") against, and will hold and save them and each of them harmless from, whether actual or threatened, any and all actions, either judicial, administrative, arbitration or regulatory claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "**Claims or Liabilities**") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the negligent performance of the work, operations or activities provided herein of Consultant, its officers, employees, agents, subcontractors, or invitees, or any individual or entity for which Consultant is legally liable (each an "**Indemnitor**" and collectively, "**Indemnitors**"), or arising

from Indemnitors' reckless or willful misconduct, or arising from Indemnitors' negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith: 1) Consultant will defend any action or actions filed or threatened in connection with any such Claims or Liabilities, or at option of Indemnitee(s) will reimburse and pay for all costs and expenses, including legal costs and attorneys' fees, incurred by Indemnitee(s) in connection therewith; and, 2) Consultant will promptly pay any judgment rendered against Indemnitee(s) for any such Claims or Liabilities, and will save and hold Indemnitee(s) harmless therefrom.

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

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

6.1 **Records.** Consultant shall keep, and require subcontractors to keep, such ledgers, books of accounts, invoices, vouchers, canceled checks, reports, studies or other documents relating to the disbursements charged to City and services performed hereunder ("**books and records**") as shall be necessary to perform the services required by this Agreement and enable City to evaluate the performance of such services. Any and all such books and records shall be maintained in accordance with generally accepted accounting principles, shall be complete and detailed, and shall be readily accessible. City shall have full and free access to such books and

records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts. Such books and records shall be maintained for a period of three (3) years following completion of the services hereunder. City shall have access to such books and records in the event any audit is required. Consultant shall fully cooperate with City in providing access to any and all Consultant records and documents if a public records request is made and disclosure is required by law including but not limited to the California Public Records Act.

6.2 Ownership of Documents. All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon thirty (30) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

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

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

Consultant for the purpose of set-off or partial payment of the amounts owed by City therefor.

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

7.6 **Waiver.** Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

7.9 **Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and

discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

delivered or in seventy-two (72) hours from the time of mailing if mailed as provided in this Section.

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

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

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

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

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

9.7 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

CONSULTANT:
ALBERT A. WEBB ASSOCIATES, a California corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 3788 McCray Street
Riverside, CA 92506

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

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Consultant's Proposal and detailed below.

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

III. Consultant will perform the following Services, and prepare and deliver the following tangible work products as described below to City:

*Additional details on Phase 1, Task 7.3 (Technical Studies) can be found on page A-9

Scope of Work

WEBB provides this scope of work for the City of Perris in support of the Goetz Road Bridge Replacement Project over San Jacinto River. Our team brings a depth of experience in bridge design and replacement, structural engineering, hydrology and hydraulic analysis, environmental permitting, traffic engineering, and civil engineering, ensuring a comprehensive and efficient approach tailored to the project's unique requirements.

By leveraging technical expertise and a solutions-driven mindset, WEBB is committed to delivering high-quality results that align with the City's goals and project objectives.

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

1.1 - Project Management

We will plan, organize, direct, and monitor project work activities and resources in accordance with the contract scope, schedule, and budget for the Goetz Road Bridge Replacement project. This task involves ongoing general project management with the City, subconsultants, and stakeholders, including preparing contract documents, memos, letters, emails, and making phone calls, as well as maintaining project files. This activity commences after receipt of the Notice-to-Proceed, continues through the submittal of key final project deliverables, and concludes upon completion of construction and closeout. For this scope of work, we assume a project duration of 36 months.

1.2 Meetings and Schedule

We will schedule and attend meetings in the planning phase as follows:

a. Kick-off Meeting including Subconsultants and Agencies
b. Monthly Project Development Team (PDT) Meetings

We will schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the City for review at least one working day before the meeting. The minutes will be distributed within five working days after the meeting to all attendees, all invited individuals, and the City's Project Manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, utility tracking sheets, any pertinent information, action items, and follow-up to action items.

We will prepare project schedules for the major phases (Environmental Analysis, Preliminary Engineering, Final Design, Utility Coordination, and Construction Support) utilizing Microsoft Project. The project schedules will be divided into tasks and subtasks in full detail, including, but not limited to, City review timelines, critical path activities, and outside dependencies such as permits, utilities, and third-party agencies.

1.3 - Coordination with Subconsultants and Agencies

We will coordinate the Goetz Road Bridge Replacement project with the City of Perris, RCFC&WCD, subconsultants, and other agencies, including EMWD, SCE, SoCalGas, and communications providers. We will maintain project files and prepare memos, letters, emails, and other communications necessary to manage the project and support timely environmental approvals and design development.

Deliverables

- ☑ Project Management
- ☑ PDT Meetings (assumption of 36 meetings)
- ☑ Meeting Agendas and Minutes (electronic)
- ☑ Monthly Status Reports (electronic)
- ☑ Project Schedules (three)
- ☑ Monthly Invoices

TASK 2 - UTILITY RESEARCH AND COORDINATION

2.1 - Data Compilation and Site Visit

We will contact Dig-Alert to secure an official ticket with contact information for all known utilities within the Goetz Road Bridge Replacement project limits. Record request forms will be sent to all utility owners requesting as-built facilities and available record drawings. Additional research will be performed with the City, EMWD, SCE, SoCalGas, and communications providers to identify the locations and potential existence of public and private utility facilities within the project limits. This will include water and sewer facilities, electrical distribution lines and poles, gas lines, and communication infrastructure. Research will also include the newly constructed facilities along Goetz Road from TPM 38518 (Perris Logistics Center South).

Upon compiling as-built information from utility owners, we will conduct a site visit to identify all existing improvements shown on the as-builts, verify their accuracy, and note facilities such as manholes and valves identified in the as-built plans but not visible in the field. These conditions will be flagged and sent to our project survey team. Additionally, follow-up discussions with the Utility Owners will occur for these cases to determine whether past improvement projects inadvertently paved over manhole/valve covers or adjusted utility locations without updated records.

2.2 - Utility Conflict Mapping and Utility Relocation Coordination and Agreements

We will utilize as-built data and maps obtained from the utility companies to prepare existing utility base mapping and identify all utilities on the plans within the project limits. The utility mapping developed for the PS&E will be verified through topographic surveys.

During the design development, high- and low-risk facilities will be identified, and a Utility Conflict Matrix will be developed to record the findings and begin coordinating with the utility owners. We will provide all correspondence and communication efforts to the City upon completion of the final design.

Coordination with SCE

- Provide coordination with SCE for street improvement and bridge construction along Goetz Road.
- Provide CAD files and improvement plans to SCE to facilitate their review and relocation design, as needed.
- Assist the City with preparing cost estimates and agreements for any electrical relocations.
- Review SCE's potential design and incorporate changes into the street and bridge improvement plans.
- Prepare all required SCE applications for submittal, including service relocations, underground services, and/or new services for streetlights.

Coordination with EMWD

- Provide coordination with EMWD for work impacting water, recycled water, and sewer facilities.
- Provide coordination with EMWD for relocation and adjustment of manhole covers, water valve covers, and air-vacs within the impacted areas of Goetz Road.
- Assist the City and EMWD in preparing relocation and betterment agreements, as applicable.
- Coordinate with EMWD for review and approval of improvements within EMWD easements and for any facilities impacted by roadway, bridge, and associated improvements.

Coordination with SoCalGas, Charter, Verizon, and Other Utility Companies

We will assist the City with Utility Conflict Mapping. We will perform the typical "ABC" process of utility letters, which includes:

- **Utility "A" Letter:** Record request forms will be sent to each utility to request as-built mapping of their facilities as discussed in Task 3.1 above.
- **Utility "B" Letter:** Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.
- **Utility "C" Letter:** Final plans, along with a letter, will be sent to the utility companies showing the existing utilities and the final design.

We will identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction constraints. We will meet with utility companies and assist them with preparation of utility relocation plans, contracts, and letters of agreement. We will coordinate with utility companies to schedule utility relocations before the start of construction, where feasible, and to sequence relocations with the City's construction phasing.

▸ 2.3 - Utility Potholing

Potholing will be performed to locate utilities that may pose conflicts in high-risk areas, including where drainage facilities, bridge work, EMWD water/sewer improvements, multi-use paths, and other underground facilities are proposed. We have retained an underground investigation subconsultant to determine the depths, material types, and sizes of known critical facilities. Upon completion of all pothole services, the project survey team will be notified to field- survey each potholed location. It is assumed that a maximum of 20 potholes, distributed at critical conflict locations along Goetz Road, will be performed for this project and are included in the scope of work; this assumption can be refined in coordination with the City during design.

❒ Deliverables

- ☑ Records obtained from the City and outside agencies
- ☑ Utility locations shown on the base mapping
- ☑ Certified List of Utilities per Dig-Alert
- ☑ Utility Conflict Mapping Procedure ("ABC" Letters)
- ☑ Utility Exhibits, Contracts, Agreement Letters
- ☑ Utility Pothole Field Surveys and Summary

TASK 3 - SURVEYING AND BASE MAP PREPARATION

▸ 3.1 - Field Topographic Survey

Our survey subconsultant will perform the following tasks before the commencement of field surveying activities:

- Field locate and recover an existing benchmark and establish a survey datum for the project. Vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD88), and Horizontal control will be North American Datum of 1983 (NAD83) State Plan Coordinates, Zone VI, unless otherwise requested.
- Conduct field topographic survey of project limits to obtain existing ground surface elevations along Goetz Road, extending 200 feet beyond the right-of-way on both sides of the street, to include existing curb, gutter flowline, crown line, edge of pavement, ADA ramps, driveways, median, meters, catch basins, utilities boxes/vaults, overhead utility lines, walls, fence, landscaped areas, streetlights, and utility poles, also to include existing bridge features, piers, slab, walls, channel area under bridge, abutments, etc.
- Provide a minimum 1" = 40' scale digital topographic survey of the project areas with one-foot contours.
- Process and draft field survey data and prepare electronic CAD files for the existing ground features (FT) file, Civil 3D existing ground surface (TO) file, and existing plan (XP) file for design teams' use

▸ 3.2 - Alignment / ROW Mapping

- Utilizing available public records research tools, research and compile reference materials pertaining to the alignment, including reference Record Maps, Corner Records, Tie Sheets, Right-of-Way, and Easement Documents.
- Perform a field survey to locate and recover existing survey monuments and establish survey control for the project. Horizontal control and basis of bearings shall be based on the California State Plane Coordinate System, North American Datum of 1983 (NAD83), Zone VI.
- Utilizing available record data obtained from public records research, together with copies of deeds/right-of-way dedications provided by the City of Perris, analyze and map the right-of-way lines for the project alignment and compare the measured right-of-way distances to record distances to ensure reasonable horizontal control (if record distances are not available, measured distances to the adjacent record monuments will be shown).
- Prepare a base map delineating existing right-of-way lines obtained from our records research, field survey data, and documents provided by the City of Perris. Documents used to establish property/right-of-way lines will be noted.

Right-of-Way will be mapped based on available record data. Existing right-of-way dedicated by separate document(s) shall be provided by the City of Perris. Cost to obtain and provide Title Reports to identify and obtain right-of-way documents is not included in this scope of work.

This scope of work does not include a record of survey. If it becomes necessary to file a record of survey and/or set survey monuments, separate authorization will be needed.

❒ **Deliverables**

- ☑ TO CAD file with Civil 3D surface for design
- ☑ XP CAD file with existing planimetric linework
- ☑ Electronic PDF of Alignment/ROW Survey
- ☑ PB CAD file with existing ROW, easements, and centerlines for design

TASK 4 - RIGHT OF WAY ANALYSIS

▸ 4.1 - Right of Way Analysis

We will use the right-of-way and topographic information gathered and assembled in Task 3 to prepare a preliminary (30%) design of the project improvements. The proposed improvements will be digitally overlaid on the existing right-of-way boundaries to determine impacts to the right-of-way. In addition, areas for potential temporary construction easements, permanent utility easements, and permanent roadway easements will be determined. An exhibit will be prepared at 1"=40' scale to illustrate right-of-way impacts and easements, along with the approximate square footage of each. Square footage to be shown per impacted parcel with separated areas for right-of-way impacts and easement areas.

Right-of-way acquisition activities, legal and plat preparation, offer package preparation, and appraisals are not included in this scope. Once right-of-way impacts are finalized during design, a separate scope and budget can be prepared upon the City's request.

❒ **Deliverables**

- ☑ Right-of-way impact exhibit in PDF format

TASK 5 - GEOTECHNICAL ANALYSIS

Our geotechnical subconsultant, EMI, will perform the following tasks as part of their geotechnical analysis for the Goetz Road Bridge.

▸ 5.1 - Preliminary Foundation Report

EMI will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical recommendations to assist structural designers during Bridge Type Selection. This PFR will be prepared using the available subsurface data, and the format will be in accordance with the current Caltrans Guidelines.

▸ 5.2 - Geotechnical Investigation

Per AASHTO requirements, one soil boring is required at each bridge support location where the substructure width is less than 100 feet. Four borings are proposed: one 70-foot-deep boring near each abutment and one 100-foot-deep boring near each proposed pier. The pier boring will be advanced through the existing bridge deck. In addition, two shallow hand-auger borings, each less than 5 feet deep, will be performed, with one boring on each side of the bridge. The proposed exploration depths may be extended if refusal is encountered prior to reaching the planned depth. The boreholes will be excavated using a track- or truck-mounted drill rig. Asphalt cold patch or rapid-set concrete will be used to restore disturbed pavement or bridge deck areas.

EMI will prepare a boring location plan, and this plan will be used to secure an encroachment permit from the City of Perris. Any other permits, if required, will be secured by WEBB in conjunction with the City.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of shallow soils, and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

▸ 5.3 - Laboratory Testing

Borehole field logs will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, consolidation, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

▸ 5.4 - Geotechnical Engineering Analyses

Results from field investigations and laboratory testing will be used to characterize subsurface soils and conditions and to create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendation of an ARS curve for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for a bridge.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

▸ 5.5 - Foundation Report Preparation

EMI will prepare a Foundation Report to provide bridge foundation design and construction recommendations. EMI will address any comments resulting from the City of Perris review and prepare a final Foundation Report.

❒ **Deliverables**

- ☑ Preliminary Foundation Report
- ☑ Boring Location Plan
- ☑ Draft and Final Foundation Report

TASK 6 - VEHICLE MILES TRAVELED SCREENING

▸ 6.1 - VMT Analysis

It is expected that the project will screen out from conducting a full VMT modeling analysis per the City's adopted VMT guidelines. This is due to the short-length widening improvements, the inclusion of active transportation facilities, and conformance with the General Plan. A VMT screening memo will be prepared, including a project overview and description, a VMT screening threshold analysis, and a conclusion on the screening results.

An optional task for VMT modeling analysis is provided if it is determined that the project does not qualify for a full VMT modeling analysis.

❒ **Deliverables**

☑ VMT Screening Memo

TASK 7 - ENVIRONMENTAL DOCUMENTATION

▸ 7.1 - Environmental Kickoff Meeting

WEBB will prepare an agenda and coordinate the Environmental kickoff meeting for the project; which may be a separate meeting from the overall Kickoff meeting with engineering teams. This meeting will also include the Team biologists from ECORP to discuss site access, survey timing as well as to discuss the MSHCP compliance issues.

❒ **Deliverables**

☑ Environmental kickoff meeting agenda

▸ 7.2 - Project Description (WEBB)

Once the City has conceptually approved the PDR, WEBB's Environmental team will compile a detailed Project Description for review and approval by the City. The Project Description will be used as the basis for the technical analyses outlined in Task 3, as well as the basis of the Initial Study in Task 4. When the Project Description is approved by the City, the environmental scope of work outlined in Task 4 will commence. The only Technical studies that can start before the Project Description has been approved are Tasks 3.2 through 3.4.

❒ **Deliverables**

☑ Project Description

▸ 7.3 - Technical Studies (WEBB)

The following technical studies will need to be prepared to address the proposed Project. Based on the City's Guidelines, we have determined that the bridge replacement would be exempt from having to perform vehicle miles traveled (VMT) analysis. Therefore, no VMT quantitative analysis is included based on this assumption. Detailed scopes of work are provided in Appendix A.

- 7.1 Air Quality/Energy/Greenhouse Gas Study
- 7.2 MSHCP Consistency Analysis and Report (ECORP)
  - 7.2.1 Focused Plant Surveys
  - 7.2.2 Focused Burrowing Owl Surveys
  - 7.2.3 Crotch's bumble bee Surveys
- 7.3 DBESP (ECORP)
- 7.4 Jurisdictional Delineation (ECORP)
- 7.6 Cultural Resources Assessment and Paleontological Memo (Applied Earthworks)

❒ **Deliverables**

☑ Project Description

▸ 7.4 - Initial Study/Mitigated Negative Declaration

WEBB will prepare an Initial Study Checklist with the approved project description in Task 2 and the technical studies outlined above in Task 3. It is assumed the Project will be able to mitigate potentially significant impacts to below a level of significance; therefore, a Mitigated Negative Declaration (MND) is anticipated. Should there be any impacts that cannot be mitigated, and an Environmental Impact Report is required, WEBB will notify the City so that a change in contract authorization can be prepared.

Two rounds of review of the MND are included in our scope of screen check drafts. One "proof" copy of the MND will be provided for the City to approve for the release of the 30-day Public Review period. The following scope will be completed by WEBB:

- Prepare Initial Study Checklist/MND; up to 2 Screen checks included; more screen checks will require a Change Order.
- Prepare Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and Notice of Completion (NOC) for filing at the State Clearinghouse website and County Clerk's office.
- Prepare distribution list for City to approve
- Mail/disseminate the NOI to up to 30 recipients to be sent via FedEx
- Prepare response to comments (not exceeding a total of 30 responses requiring more than "no comment"; regardless of how many letters received)
- Prepare a Mitigation Monitoring and Reporting Program (MMRP)
- Prepare a Final MND which includes the response to comments, MMRP, and public review MND. Up to 2 screen checks are included; more screen checks will require a Change Order.
- Prepare Notice of Determination (NOD) for City to sign; file within 5 days of City adoption of the MND. WEBB will file NOD with the State Clearinghouse and the County Clerk.
- Up to 120 hours allocated for meetings and coordination with the WEBB engineering team and the City. Once this hour allocation is exceeded by the Environmental Team, a Change Order will be required.

❒ **Deliverables**

☑ Initial Study Checklist
☑ Mitigated Negative Declaration
☑ Notice of Intent and Notice of Completion
☑ Distribution List
☑ Response to Comments
☑ Mitigation Monitoring and Reporting Program
☑ Final Mitigated Negative Declaration
☑ Notice of Determination

▸ 7.5 - Regulatory Permitting (WEBB)

After the NOD is filed as described in Task 4 and based on the findings of the Jurisdictional Delineation (Task 3.4) and the engineering designs of the PDR, WEBB will prepare and submit the regulatory permit applications with the appropriate agencies. We anticipate approvals from the following agencies will be required: U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act for discharges of dredge or fill to Waters of the U.S.; Santa Ana Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act; and California Department of Fish and Wildlife (CDFW) pursuant to Section 1600 et seq. of the Fish and Game Code for impacts to riparian and streambed habitat. Certain technical studies prepared for the 30% design including hydrology/hydraulic studies, biological surveys, and engineering designs will be included in the permit applications. The RWQCB application requires preparation of an Alternative Analysis, Temporary Impacts Restoration Plan, and Draft Compensatory Mitigation Plan, which are included in our budget. The application fees associated with the CDFW and RWQCB applications will be requested separately and are not included in this budget. The City will review, approve, and sign each application before submittal. WEBB will track the reviews of each permit and follow-up on a regular basis with each regulatory agency. Once the approvals are secured, this task is completed. This task does not include additional studies associated with offsite permittee-responsible mitigation, long-term management plans, habitat mitigation and monitoring

plans, mitigation negotiations, or construction reporting to the regulatory agencies. This budget also assumes that Goetz Road Bridge was not constructed as (or funded as) a federal Civil Works Project and therefore does not include a Clean Water Act Section 408 Permit.

❒ **Deliverables**

☑ Regulatory Permit Applications

TASK 8 - HYDROLOGY AND HYDRAULIC ANALYSIS

Bridge Crossing Design - The bridge design for the project is envisioned to include a longer span and a raised profile to accommodate a 10-Year flood condition while minimizing impacts to environmentally sensitive areas.

▸ 8.1 - Hydrology Analysis

WEBB will prepare an updated hydraulic analysis of the watershed. The preparation of such a study will include the following elements:

a. Watershed and Subarea Delineation

b. Ultimate Land Use Analysis

c. Existing and Proposed Detention Basin Analysis

d. NOAA 14 Rainfall Analysis (will use NOAA 2 if directed by the City and RCFC&WCD)

e. HEC-HMS Model Development

f. Exhibit Preparation

g. Hydraulic Analysis Report

▸ 8.2 - Hydraulic Analysis

Consistent with the Structure Type Selection Report, we will evaluate two different structure types for the proposed bridge. For both alternatives, we will evaluate:

i. Bridge Hydraulics - a two-dimensional HEC-RAS model will be prepared to evaluate existing conditions and each alternative. If a unit hydrograph is available, we will utilize it for each alternative. If not available, we will run the model in quasi-steady state, simulating the peak flow rate until it reaches equilibrium.

ii. Bridge Scour Analysis - WEBB will prepare scour calculations using HEC- 14 methodologies and the soil sample analysis prepared with the geotechnical study.

iii. Opinion of Probable Cost - WEBB will prepare an Opinion of Probable Cost for each alternative based on our construction cost database.

iv. Alternatives Analysis Report - WEBB will prepare an Alternatives Analysis report for the two bridge crossing alternatives. Based on the results, WEBB will recommend a Preferred Crossing Alternative to the City for this project.

▸ 8.3 - Bridge Hydrology and Hydraulic Report

A Hydrology and Hydraulic Report will be prepared to provide Engineering Backup for bridge design. It is anticipated that a draft report will be submitted with the 60% Submittal and a final report with the 90% Submittal.

❒ **Deliverables**

☑ Hydrology Review Memorandum
☑ Bridge Scour Analysis Results
☑ Opinion of Probable Cost for the East alternative
☑ Alternatives Analysis Report
☑ Bridge Hydrology and Hydraulic Report (Draft and Final)

TASK 9 - PRELIMINARY ENGINEERING (30% DESIGN)

▸ 9.1- Structure Type Selection Report

Mark Thomas will prepare a Structure Type Selection Report to assist the City in determining the best-suited structure type for the Goetz Road Bridge Replacement. The Type Selection Report will discuss geotechnical, hydraulic, seismic, constructability, aesthetic, utility, and drainage issues related to the structure. Existing bridge as-built plans and Bridge Inspection Reports (BIR) will be reviewed. Two different structure types will be considered in the report, which will include a General Plan, Foundation Plan, and General Plan Estimate for each structure alternative. It is assumed that one round of City comments will be addressed.

❒ **Deliverables**

☑ Structure Type Selection Report

▸ 9.2 - Preliminary Street and Grading Design (30%)

WEBB will utilize all gathered topographic, utility, right-of-way, and bridge design information to prepare preliminary street and grading plans. Street alignment and roadway geometrics will be per the latest edition of the Caltrans Highway Design Manual to ensure adequate radii and design features are incorporated for safety and user comfort. It is expected that the proposed Goetz Road realignment will tie in front of Goetz Park to the south and several hundred feet north of the end of Perris Logistics Center South's currently ongoing widening project. Preliminary street and grading plans to be at 1"=40' scale and include the proposed street alignment, bridge structure, proposed trails and sidewalk locations, approximate extent of roadside grading, roadway centerline profile, existing right of way, and key dimensions.

❒ **Deliverables**

☑ 30% Street and Grading Plans

▸ 9.3 - Preliminary Signing and Striping Design (30%)

WEBB will prepare preliminary striping plans for the project, including up to 100' beyond the expected end of roadway improvements. Striping designs to be per the latest California MUTCD to ensure roadway marking consistency and user safety. Signage is not expected that proposed signage will be a part of these plans. Preliminary signing & striping plans to be at 1"=40' scale and include the proposed striping layout with curve and taper dimensions, pavement markings, accurate striping line types, and lane width dimensions.

❒ **Deliverables**

☑ 30% Striping Plans

▸ 9.4 - Preliminary EMWD Water and Sewer Force Main Design (30%)

WEBB will prepare preliminary plans for the relocation and realignment of the EMWD 12" waterline, 10" sewer force main, and 6" sewer force main. These three lines will be raised to properly attach to the proposed bridge structure. In

addition, the lines will be realigned to fit between the bridge girders. Plans will be prepared at 1"=40' scale and include pipe alignment, pipe encasement sizing, angle point locations, potential blow off and air vac locations, and pipe profiles. Design to be per latest EMWD standards and requirements.

❒ **Deliverables**

☑ 30% EMWD Water and Sewer Plans

TASK 10 - COMMUNITY OUTREACH

▸ **10.1 - Community Outreach Coordination**

The full extent of community outreach is currently to be determined. However, it is expected that an effort to coordinate with the City regarding outreach scope, area, and any community outreach meetings and activities will be required. Per the Q&A dated May 27, 2026, 8 hours of coordination effort have been assigned to this task.

❒ **Deliverables**

☑ Coordination with the City

Phase 2

TASK 1 - PLANS, SPECIFICATIONS, AND ESTIMATE (65%, 95%, AND 100%)

We will prepare a complete set of construction plans for the proposed Goetz Road Bridge Replacement project. The City will review plans at 65%, 95%, and 100% (or as otherwise directed). Final plans shall be submitted in an "D"- size (24" x 36") electronic submittal in CAD and PDF formats. We will prepare project technical specifications for the proposed improvements for the City's review with the 95% and 100% PS&E submittals. Specifications shall be prepared in a City-approved format and include the bid schedule. The City will provide the front-end bid documents, contract, and general provisions.

We will provide an Engineer's Estimate of probable construction costs with the PS&E submittals. The estimates will be prepared in Microsoft Excel and include sufficient bid items, approved by the City, for contractors to properly bid on the intended scope of work. The scope of work for this task consists of the following:

▸ **1.1 - Street, Drainage, and Grading Improvement Plans**

The improvement plans will show existing roadway improvements, driveway approaches, edge of pavement, sewer manholes, water valve and gas valve lids, electrical vaults, air-vacs, cross gutters, pedestrian ramps, curb returns, and underground utilities. New improvements include curbs, gutters, sidewalks, multi-use trails, street and drainage facilities, medians, and all facility or structure adjustments to be performed by the contractor (including water valves, gas valves, sewer manholes, communications manholes, electrical manholes, etc.). All relocations, reconstructions, or modifications shall be shown in full tone with appropriate construction notes, detail references, or standard plan references. Curb access ramps and driveways within the project limits shall be upgraded to comply with the latest ADA standards. Construction notes will be arranged so the first notes are "protect in place," followed by "removal" notes, and ending with the actual work. Notes of a similar nature will be grouped together.

Roadway cross sections at key locations will be provided. Demolition plan sheets and notes will be separate from the improvement plan sheets for clarity. Design details for all ADA curb ramps, driveways, and key locations will be provided and include elevations, grades, and tie-in points. Grading areas will be shown with slope elevations and grades. Roadway centerline and top-of-curb profiles will be provided for all roadway improvement areas. Roadway improvement plans to tie into separate proposed bridge structure plans.

A drainage report will also be prepared and submitted with the plans at each submittal to support the street drainage design. It will include street hydrology, street capacity, inlet sizing calculations, and pipe hydraulic calculations per City and County requirements.

A TPG report will be prepared and submitted to the City for review at each plan submittal. The project is not required to prepare a Water Quality Management Plan (WQMP). However, as a transportation project, it is still required to reduce the discharge of pollutants to the Maximum Extent Practicable (MEP). For this project, the right of way is constrained, and there is a limited area within the right of way available for water quality treatment features. Therefore, it is assumed that water quality requirements will be met by providing catch basin inserts. This approach has been accepted to meet the MEP requirement of the Riverside County Transportation Project Guidance (TPG) Document.

There are no existing storm drain facilities south of the bridge to capture street flows. The planned MDP facility Romoland Line A-15 is within the project area and is proposed to outlet into the San Jacinto River. Since the bridge replacement project will impact the street, curb, and outlet areas, it is proposed to construct a portion of the ultimate A-15 line and the outlet structure at this time to simplify construction and minimize disruptions in the future. In addition, the drainage facilities will capture street flows near the low point which are currently left to drain into the dirt shoulders.

The street and drainage improvement plans will typically include:

- Title Sheet
- Construction Notes
- Standard Project Notes
- Typical Cross Sections
- Existing Utilities 1" = 40'
- Demolition Plans 1" = 40'
- Street Improvement Plans and Profiles 1" = 40'
- Drainage Improvement Plans and Profiles 1" = 40'
- Curb Return / Ramp Details 1" = 10'
- Driveway Details 1" = 10'
- Construction Details 1" = 10'

▸ **1.2 - Structure Design**

Mark Thomas will prepare structural calculations and plans for the selected bridge alternative. For the purposes of this scope of work, it is assumed that replacement with a three-span, precast concrete slab bridge on circular multi-column pier is the preferred structure alternative. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition, with the California Amendments and Caltrans Seismic Design Criteria, Version 2.1. The 2026 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used. Bridge alignment will be coordinated with the adjacent street improvement design plans. It is assumed that the following plan sheets will be prepared:

Sheet Description	# of Sheets
General Plan	1
Index To Plans	1
Stage Construction Plans	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	3
Pier Layout	1
Pier Details	3
Typical Section	1
Girder Layout	1
Girder Details	3
Drainage Details	1
Railing Details	1
Sidewalk Joint Details	1
Miscellaneous Details	1
Log of Test Borings	3
Total Structure Sheets	25

▸ 1.3 - Structure Independent Check (95% Plans)

City comments from the 65% submittal will be addressed and incorporated into the 95% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled, and the plans will be updated.

▸ 1.4 - Signing and Striping Plans

Signing and striping plans shall be prepared in a 1" = 40' scale format and will show existing and proposed striping, pavement legends, sign types and locations, and all other ancillary details. Bicycle improvements will be incorporated to provide smooth transitions between differing bicycle facility types. The corridor improvements will also be analyzed to determine if additional warning signage is needed for curves and driveways. The signing & striping plans will conform with Caltrans Standard Plans and Specifications, CAMUTCD standards, and the City of Perris' most current design standards.

▸ 1.5 - Street Light Plans

Visual Concepts will conduct a photometric analysis of Goetz Road and the proposed bridge to determine street light locations. A plan will be prepared at 1"=40' scale showing existing and proposed street light locations, service pedestal locations and power sources, conduit runs, pull boxes, and construction quantities. It is anticipated that the proposed street lights will follow the City and Caltrans standards for equipment and construction. Plans will be prepared for the 65%, 95%, and Final submittals. Cost estimates and specifications for street lighting will be provided at the 95% and Final submittals.

▸ 1.6 - Technical Specifications

The City of Perris will provide its boilerplate Specifications and Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's standard Technical Provisions, as needed. WEBB will provide a bid schedule, special provisions, and technical specifications at the 95% and Final submittals. The specifications shall be signed by a civil engineer registered in the State of California, certifying that the specifications are complete and ready for bidding. The latest edition of the Caltrans Standard Specifications will be used on the project.

▸ 1.7 - Construction Cost Estimate

We will provide a construction quantity and cost estimate with each set of plans submitted. The unit costs shall be based on the most recent cost information for similar projects in the area, compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, bridge structures, sidewalk, curb and gutter, driveway approaches, asphalt concrete (AC), utility improvements, application/painting of pavement legends and striping, signs, traffic control, street lights, and drainage improvements. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

❒ Deliverables

- ☑ 65%, 95%, and Final Street, Drainage, and Grading Improvement Plans
- ☑ 65%, 95%, and Final Structure Plans
- ☑ 65%, 95%, and Final Signing & Striping Plans
- ☑ 65%, 95%, and Final Street Light Plans
- ☑ 95% and Final Technical Specifications and Special Provisions
- ☑ 65%, 95% and Final Construction Cost Estimates

TASK 2 - BID AND CONSTRUCTION SUPPORT (T&M)

WEBB will support the project throughout the bidding process and construction to ensure the project is completed smoothly and successfully. It is assumed the City will pay for Tribal Monitoring, if required.

▸ 2.1 - Pre-Bid Meeting

WEBB will attend up to 1 pre-bid meeting with the City, prospective bidders, and other stakeholders to provide background on the project and answer any questions. It is expected that the pre-bid meetings will be held at Perris City Hall or at the project site.

▸ 2.2 - Response to Bidders' Inquiries

WEBB will provide official electronic responses to bidder inquiries during the bidding period. It is expected that the City will facilitate the receipt and distribution of questions and responses. WEBB aims to provide responses to inquiries within 48 hours of receipt. Addenda to the PS&E documents will be prepared during the advertisement period, if required.

▸ 2.3 - Pre-Construction Meetings

WEBB will attend up to 1 pre-construction meeting with the City, contractors, and other stakeholders to provide technical support and information and to answer any questions. It is expected that the pre-construction meetings will be held at Perris City Hall or at the project site.

▸ 2.4 - Review Equipment and Materials Submittals

WEBB will review equipment and material submittals (up to 20) throughout the course of project construction. Reviews will verify submittal compliance with plans, specifications, and the intent of the project. It is expected that the City will facilitate

the receipt and distribution of the submittals. WEBB aims to provide submittal review responses within 72 hours of receipt.

▸ 2.5 - Response to RFIs and Contractor Change Orders

WEBB will respond to contractor RFIs and change orders (up to 10) throughout the course of roadway construction. Mark Thomas will respond to contractor RFIs (up to 6) and change orders (up to 2). It is expected that the City will facilitate the receipt and distribution of RFIs, change order requests, and responses. WEBB aims to provide RFI responses within 72 hours of receipt and change order responses within 96 hours of receipt.

▸ 2.6 - Final Record Drawings

WEBB and Mark Thomas will review contractor markups and RFIs upon receipt at the end of construction. WEBB and Mark Thomas will conduct field reviews of the project to verify conditions and deviations from the plans. We assume no responsibility for the accuracy of the information provided by the contractor. WEBB and Mark Thomas will prepare as-built record drawings of the plans and submit them to the City within 45 days of receipt of markups.

▸ 2.7 - Resident Engineer Pending File

Mark Thomas will compile the necessary documents to be included in the RE Pending file, including the typical information below:

- Joint Movement Rating Calculations for bridge expansion joints (using Caltrans Form DSD-D-0129) prepared in accordance with Bridge Memo to Designers.
- Quantity summary sheets for Bar Reinforcing, Concrete, Piles, Miscellaneous Metal, Structure Excavation, and Structure Backfill. Summary sheets are prepared in accordance with Bridge Design Aids.
- Special instructions or information from the Designer to the Resident Engineer/Structure Representative. As a minimum, this should include the following:
  - The intent of the designer where misinterpretation of contract documents is possible
  - Alerts to details or sequences.
- As-Built plans for existing structures.
- 1" = 4' Deck Contour Plots (4-Scales) prepared in accordance with Bridge Memo to Designers

❒ Deliverables

- ☑ Attendance at Pre-Bid and Pre-Construction Meetings
- ☑ Responses to Bidder Inquiries
- ☑ Review Equipment and Materials Submittals
- ☑ Responses to Contractor RFIs and Change Order Requests
- ☑ Final Record Drawings
- ☑ Resident Engineer Pending File

TASK 3 - OPTIONAL ITEMS

▸ 3.1 - Vehicle Miles Traveled Modeling

If required by the City, a VMT modeling analysis will be conducted to determine the VMT impacts from adding roadway capacity. VMT modeling is to utilize the latest version of RIVCOM, as provided by WRCOG. The model will be updated to reflect the "With Project" conditions. Analysis scenarios include Base Year (2018) with and without Project, along with Future Year (2045) with and without Project. The results of the model runs will be compared with the City of Perris' baseline VMT thresholds, per the City's adopted VMT guidelines. If necessary, appropriate mitigation measures to reduce VMT impact will be recommended per the latest CAPCOA handbook. A VMT report will summarize the methodology, findings, and recommendations of the modeling analysis and be submitted to the City for review, comment, and approval.

*The below detailed tasks are a part of Phase 1, Task 7.3 (Technical Studies)

TASK - 7.1 AIR QUALITY / GREENHOUSE GAS ANALYSIS

WEBB will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements to evaluate the construction emissions from the Project. It is assumed that operational emissions sources are negligible and are evaluated qualitatively. The analysis will:

- Calculate emissions from construction activities from a single design of the Project using the SCAQMD-recommended CalEEMod (version 2022.1) program.
- Prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look-Up Tables, per SCAQMD requirements.
- Compare Project emissions to SCAQMD draft GHG thresholds.
- Analyze model results and incorporate mitigation measures, as appropriate, into the computer model. It is assumed that all modeling assumptions will be approved by the City prior to the commencement of any modeling and that all data required will be readily available and provided by the City.

A technical memorandum will summarize Project-related emissions, identify potential impacts from the Project, and recommend mitigation measures to reduce those impacts, as appropriate. WEBB will also calculate the energy consumption from construction activities associated with the proposed Project. Energy calculations will be presented in tables and included under separate cover. This scope includes revisions from one round of City comments that are editorial in nature.

TASK - 7.2 MSHCP CONSISTENCY ANALYSIS AND REPORT

Prior to conducting any field work, ECORP will coordinate with the Client to discuss contract responsibilities, scope of work, site access, any field restrictions, data collection, scheduled deliverables, submittal preferences, and other Project-related details.

Additionally, during the Project, as needed, ECORP will attend Project meetings or conference calls with the Client via phone or online platform such as Microsoft Teams or Zoom, provide general technical support, provide Project status updates and updated schedules, and maintain regular communication with the Client. In addition, ECORP Senior Biologists will be available as needed to participate in meetings, communications, and negotiations with the Regional Conservation Authority (RCA) and the resources agencies (U.S. Fish and Wildlife Service [USFWS], Regional Water Quality Control Board [RWQCB], U.S. Army Corps of Engineers [USACE], and California Department of Fish and Wildlife [CDFW]) should those be necessary above and beyond what is assumed for each relevant task below.

ECORP has assumed up to 30 hours for this task. Coordination will be conducted via email/phone or online meeting application such as Microsoft Teams, as mutually agreed upon by the participants. No in-person meetings are assumed with this task. If the number or type of requests for out-of-scope assistance exceeds what can be accommodated by this budget, based on a best-efforts basis, then a contract amendment will be requested.

Our understanding is that the Project site will need assessments for, at a minimum, burrowing owl habitat and riparian/riverine resources, vernal pool, and fairy shrimp habitat (assumes no focused surveys needed for any riparian resources; if habitat is identified, contract amendments will be required) for compliance under Section 6.1.2 of the MSHCP.

Literature Review: Using our knowledge of the biological resources under the MSHCP within the Perris area and public databases, an ECORP biologist will conduct a literature review to determine if there are any records of listed and/or special-status plant and wildlife species occurring on or in the vicinity of the site. This task will include a review of CDFW's California Natural Diversity Database (CNDDB), the California Native Plant Society's Electronic Inventory (CNPSEI) of Rare and Endangered Plants, the RCA's MSHCP Information App, the USFWS Information for Planning and Consultation (IPaC), the USFWS Critical Habitat Portal, the USFWS National Wetlands Inventory (NWI), a review of any available previous biological studies completed for the Project, and a review of other documentation that is relevant for evaluating biological resources, including species occurrence potential (e.g., range maps of special-status species) for relevant information.

Field Assessment: After conducting the literature review, biologists familiar with the biological resources associated with the Perris area will conduct a reconnaissance-level biological field survey at the Project site. The field survey will focus primarily on a burrowing owl habitat assessment and an assessment of any riparian/riverine or vernal pool and fairy shrimp habitat as required by Section 6 of the MSHCP. These tasks are detailed below. In addition, the assessment will identify potential biological constraints to development, including federally or state-listed, or otherwise special-status, plant and wildlife species and sensitive habitats. The results of the reconnaissance-level surveys will be recorded electronically, and photographs will be taken to document the current conditions of the Project site and vicinity. All species of plants and animals observed during the field survey will be recorded. Habitats and vegetation communities will be mapped. Representative photographs will be taken to document the site conditions at the time of the survey. A list of plant and wildlife species will be recorded during the survey. If any special-status biological resources are found within the Project site, their location will be recorded.

The Proposed Project site is located within the area covered by the Western Riverside County MSHCP and is subject to the requirements of the Plan. Therefore, at a minimum, habitat assessments for riparian/ riverine, vernal pool, and fairy shrimp (MSHCP Section 6.1.2), narrow endemic plant species (MSHCP Section 6.1.3), burrowing owl (Section 6.3.2), and the urban/ wildlands interface (MSHCP Section 6.1.4) would be required for compliance under the MSHCP. If a vernal pool or fairy shrimp habitat is found to be present on the site, then a fairy shrimp survey may be conducted under an additional task not included in this proposal. ECORP assumes there is no habitat for special-status riparian bird species overlapping or within 500 feet of the Proposed Project site; no riparian bird surveys are included.

MSHCP Consistency Analysis Report: An MSHCP Consistency Analysis Report that describes the Proposed Project within the context of the MSHCP requirements will be prepared. Included in the discussion will be the Project area's position with respect to Area Plan designations, Criteria Cells, and Subunit designations. Special survey areas within the Project area, such as the burrowing owl survey area (Section 6.3.2), their location(s) within the Project site, and compliance with the MSHCP will be discussed. The analysis will discuss riparian/riverine areas, vernal pools, and fairy shrimp habitats (Section 6.1.2) as determined by the field assessment.

After completion of the field assessment and any focused surveys for burrowing owl, CBB, bats, and/or fairy shrimp, ECORP will prepare a MSHCP Consistency Analysis Report detailing the results of the aforementioned literature review, field assessment, focused surveys, and MSHCP consistency. The report will be prepared in accordance with the RCA's Consistency Analysis template and will include a Project

description, methods used to conduct the surveys, a description of existing biological conditions on the site, and summaries of the results of focused surveys, as applicable. Lists of wildlife and plant species observed during the surveys will be included as an appendix. Any habitat for burrowing owl, CBB, bats, riparian/riverine, vernal pool, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, and fairy shrimp habitats identified within the Project site will be presented.

The report will also identify any areas on the site that are potentially subject to USACE, RWQCB, or CDFW jurisdiction and describe the potential need for permits with these regulatory agencies, if applicable. However, an aquatic resource delineation (ARD) will be completed as a separate task with a separate report, including, if necessary, a discussion of applicable regulatory permitting requirements.

ECORP will provide one electronic copy of the draft MSHCP Consistency Analysis Report for review. After incorporating responses to one round of complete and compiled comments, ECORP will prepare a final version that will be submitted to the Client electronically.

TASK 7.2.1 - FOCUSED PLANT SURVEYS

Surveys for narrow endemic plant species and the criteria area plant species are required because the Proposed Project site overlaps with designated survey areas for these resources, as specified in the MSHCP. One ECORP biologist will conduct focused plant surveys, including two survey events to adequately cover the species that may be present.

The results of the focused plant surveys will be presented in the MSHCP Consistency Analysis Report, associated with Task 2. The report will describe the survey methodology, survey conditions, and results with maps depicting the Project site and locations of any special-status plant observations. Discussion of the survey results in the report will be in accordance with the MSHCP consistency analysis requirements for all applicable surveys.

TASK 7.2.2 - FOCUSED BURROWING OWL SURVEYS

If burrowing owl habitat is found to be present on the site (including the presence of suitably-sized burrows), then focused burrowing owl surveys will need to be conducted in accordance with Section 6 of the MSHCP. The focused surveys will be conducted in accordance with the guidelines provided in the MSHCP. The protocol requires that a focused burrow survey (Part A) and three additional focused burrowing owl surveys (Part B) be conducted between March 1 and August 31. All four surveys are assumed to be included in this task and will be conducted to fulfill the MSHCP burrowing owl survey requirements.

Each of the four focused burrowing owl surveys will consist of initially conducting a visual survey of all suitable habitat with special focus on any previously mapped burrows, owl sign, and owls, including perch locations, in order to ascertain owl presence. Following the visual survey, the owl and owl sign survey will then be conducted within suitable habitat across the entire Project site and the adjacent 150 meters, where accessible. These pedestrian surveys will be conducted by walking transects spaced approximately 10 to 20 meters apart to achieve 100-percent visual coverage of the ground surface. During the pedestrian surveys, the biologist will record all burrowing owl observations, occupied burrows, and burrows with owl sign (e.g., whitewash, pellets, feathers, and bones of prey items) that were not previously identified during the habitat assessment survey. The biologist will also note the number of individual owls, owl pairs, juveniles, and any behavior, such as courtship and mating. The surveys will be conducted in the morning, one hour before sunrise to two hours after sunrise, or in the early evening, two hours before sunset to one hour after sunset, during favorable weather conditions (e.g., wind less than 20 miles per hour, temperature less than 90 degrees Fahrenheit). All location data will be documented on field data sheets and recorded using a GPS.

The results of the focused burrowing owl surveys will be presented in the MSHCP Consistency Analysis Report. The report will describe the survey methodology, survey conditions, and results, including the locations of any burrowing owl observations, occupied burrowing owl burrows, and potential burrows. The report will also include maps depicting the Project site, suitable burrowing owl habitat, and the locations of any burrowing owl observations or burrows. Discussion of the survey results in the report will be in accordance with the MSHCP Consistency Analysis requirements for all applicable surveys.

TASK 7.2.3 - CROTCH'S BUMBLE BEE SURVEYS

If Crotch's bumble bee (CBB) habitat is found to be present on the site, CBB-focused surveys will be conducted in accordance with the 2019 U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee, with species-specific adjustments based on CDFW's Survey Considerations for CESA Candidate Bumble Bee Species dated June 6, 2023. Three surveys will be conducted during the CBB colony active period (March-August). To the extent possible, surveys will coincide with peak blooms of various flowering resources in the CBB Survey Area and will be timed a minimum of two weeks apart. Paved and developed areas will be excluded from surveys. The surveying biologist will walk meandering transects throughout all non-excluded habitats within the Project site in order to determine the presence of CBB and its potential use of the site for foraging, nesting, and overwintering.

Surveys will only be conducted at least one hour after sunrise and ending at least two hours before sunset (ideally between 9am and 1pm) during appropriate weather conditions when temperatures are between 65°F and 90°F. Wet conditions (e.g., foggy, raining, or drizzling) and periods of sustained high winds greater than 8 miles per hour will be avoided. The surveyor will conduct visual, non-capture surveys using close-focusing binoculars to search for, identify, and count (or estimate) bumble bees. Surveys will be conducted at an average rate of 3 acres per hour, with more time spent in areas with flowering resources and less time in areas without them. Digital photographs will be used to document and identify bumble bees. In addition, representative photographs of the habitat will be taken for each CBB detection, and the specific floral use of each CBB will be described. The locations of all CBB and any incidental special-status species detections will be recorded using a GPS-enabled device. Wildlife species detected will be recorded in field notes (with emphasis on identification of other pollinators in flight), and plants in flower at the time of each survey will be noted. Inaccessible areas (private property, sheer canyon walls) within the CBB Survey Area will be surveyed utilizing binoculars.

If the Client requests that these surveys be completed, the results of the focused CBB surveys will be presented in the MSHCP Consistency Analysis Report, associated with Task 2. The number and timing of surveys, as well as the results of survey efforts, will be presented. The report will also include a general description of any potential CBB habitat identified, areas excluded from surveys, photographs, and a map showing the locations of any CBB and incidentally observed special-status species.

Task 7.2.3 Assumptions:

- The CBB Survey Area assumes a 100-foot survey buffer around all potential impact areas and a maximum of 15 acres in a single day.
- Costing assumes one biologist on a single 8-hour day (inclusive of travel) for each of three survey sessions for a total of three person days.
- Costing assumes the biologist can cover 3 acres of suitable habitat per hour and 5 hours of suitable weather conditions each survey day. Should the onsite conditions or weather dictate more or less survey effort is required, the Client will be notified. Microclimate cannot be determined in advance, but surveys will be scheduled for days with forecasted suitable weather conditions.
- Non-lethal, netting surveys by a Biologist who holds a Scientific Collecting Permit and Letter of Authorization or Memorandum of Understanding to net CBB during its Candidacy period are not included but can be conducted upon request. An extra cost of $400 for preparation and submittal of a DFW 1379b notification form, survey protocol, and tailored resumes to CDFW, a minimum of 15 days prior to the start of surveys, would apply.

TASK 7.3 - DETERMINATION OF BIOLOGICALLY EQUIVALENT OR SUPERIOR PRESERVATION (DBESP)

The MSHCP-required process by which the Client must demonstrate adequate replacement of biological functions and values begins with the submission of a Determination of Biologically Equivalent or Superior Preservation (DBESP) report. To ensure compliance with the MSHCP in relation to Section 6.1.2 (riparian/riverine and vernal pool habitats and affiliated species), ECORP will prepare a DBESP document that adheres to the template provided by RCA and describes avoidance, minimization, and mitigation efforts of the Project in the context of Section 6.1.2 of the MSHCP. Impacts that cannot be feasibly avoided must be mitigated so that lost functions and values associated with MSHCP-identified species and sensitive habitats are replaced. The DBESP report will be prepared in a manner consistent with the MSHCP and RCA guidelines and will contain the following required elements:

- Definition of the Project area and discussion of the Project area relationship to the Reserve Assembly.
- A written Project description, demonstrating why an avoidance alternative is not feasible.
- A written description of biological information available for the Project site, including the results of resource mapping and required biological resource survey data.
- Quantification of unavoidable impacts to riparian/riverine areas associated with the Project, including direct and indirect effects.
- A written description of Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement. This includes an analysis of the functions and values affected by the proposed Project, as well as those of the habitat to be created.
- A finding demonstrating that although the proposed Project would not avoid impacts, with the proposed design and compensation measures, the Project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors: effects on Conserved Habitats; effects on MSHCP-identified species; and, effects on riparian linkages and function of the MSHCP Conservation Area.

The proposed compensation measures presented in the DBESP report will be based on measures discussed with and agreed upon by the Client. Up to two (2) one-hour conference call meetings with the ECORP Project Manager and/or biologist/regulatory specialist are included in this task to finalize the agreed-upon mitigation requirements outlined in the DBESP. **ECORP has included a total of 76 hours to prepare the DBESP.** The scope under this task includes the preparation and submittal of a draft DBESP report to the Client, one draft revision, and the submittal of a final version to the Client, all in electronic format.

TASK 7.4 - AQUATIC RESOURCES DELINEATION AND REPORT

ECORP will conduct an aquatic resources delineation for the approximately 7-acre Proposed Project site in accordance with methodology outlined in the USACE Wetlands Delineation Manual (Environmental Laboratory 1987), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (USACE 2008a), and A Field Guide to the Ordinary High Water Mark in the Arid West Region of the Western United States (USACE 2008b), as well as in accordance with the State Water Resources Control Board State Wetland Definition and Procedures for Discharges of Dredges or Fill Material to Waters of the State (adopted April 2, 2019). Prior to conducting field work, ECORP will review existing available information for the site, including the National Wetland Inventory, U.S. Geological Survey topographic mapping, soil survey mapping, and aerial imagery (recent and historic).

ECORP delineation specialists will visit the site to identify and map all aquatic resources present within the Project site. The boundaries of all aquatic features, including potential Waters of the U.S. and/or State, will be delineated in the field using a GPS device capable of submeter accuracy. The boundaries of potential CDFW jurisdictional streambed/riparian habitat will also be delineated during the site visit, following the guidance and definitions in Sections 1600-1602 of the California Fish and Game Code. Indicators of the ordinary high water mark (OHWM) and paired sample point data of vegetation, soils, and hydrology will be used as needed to support the determination of boundaries of aquatic features. Munsell Soil Color Charts (Munsell Color 2009) and the Web Soil Survey (NRCS 2026) will be used to aid in identifying hydric soils in the field. The Jepson eFlora 2026 edition and the USACE National Wetland Plant List (USACE 2022) will be used for plant nomenclature and identification.

An Aquatic Resources Delineation Report and delineation maps of the findings will be submitted to the Client and will include a description of existing site conditions, field methods, and results of the aquatic resources delineation. The report will be formatted in accordance with the most recent USACE guidance.

A draft report will be prepared and submitted to the client for comment. One round of consolidated comments will be addressed, and the report will then be finalized.

Task 7.4 Assumptions:

- The scope assumes that the Project site, including construction/disturbance limits, will be provided as closed polyline or polygon features in ESRI shapefile(s), ESRI/geodatabase(s), or AutoCAD file(s) in a defined and clearly stated grid coordinate system on either a single layer or on multiple layers to ECORP at the start of preparation with clear direction given to what layers constitute the Project footprints. The construction limits need to include the Project site, potential staging areas, material storage areas, toes of slope, disposal

sites, access routes, and proposed mitigation sites (if applicable). This task assumes that no changes occur to the original 7-acre Project site or design after initiation of the task.

- The scope assumes that access to the entire Project site will be granted. In areas where access is not permitted or in areas that are unsafe to access (e.g., steep cliffs, unstable hillsides, thick woody vegetation, poisonous plants), ECORP will use aerial imagery to desktop map the features, and this will be discussed as a limitation in the report.
- This scope assumes the delineation will be conducted by two biologists over one 10-hour day, provided temperatures do not exceed 95°F (e.g., extreme heat). If the survey must be performed during periods of extreme heat, additional field survey days may be needed to account for the safety of surveyors, and a change order may be necessary.
- This task does not include a Project-specific impact analysis (e.g., figures showing specific limits of permanent and temporary impacts and/or associated impact calculations) and does not include coordination or consultation with the regulatory agencies or preparation of permit applications.

TASK 7.5 - HABITAT EVALUATION AND NEGOTIATION STRATEGY (HANS) AND JOINT PROJECT REVIEW (JPR) APPLICATIONS AND ADDITIONAL RESERVE LANDS EQUIVALENCY ANALYSIS

The Project occurs within two MSHCP Criteria Cells, and the HANS process is anticipated to be necessary based on the conservation descriptions provided in the MSHCP. ECORP has scoped to complete the initial step of this process, known as 'HANS I,' which entails submittal of the HANS application, a review by the RCA of the application materials, and issuance by the RCA of a HANS criteria determination letter and exhibit provided to the applicant. The remaining steps in the HANS process are dependent on the content of that criteria determination letter, since the letter outlines proposed conservation on the parcel, studies to undertake, and other matters related to meeting MSHCP consistency. Because these steps are unknown at the time of this scoping, this task only covers the HANS I portion of the process. Additional scope items that may be needed as a requirement of the criteria determination letter will be scoped in the future, as needed, along with a request for a contract amendment.

Under this task, ECORP will assist the Client with preparing the HANS application and initiating the JPR process. ECORP will assist the Client in filling out the proper form (HANS Application) and presenting the Project to the RCA as part of their JPR process. This task assumes ECORP will attend up to four virtual meetings with the Client, City, and the RCA throughout the HANS and JPR process (up to 32 hours of labor). For each of the meetings, we assume ECORP will prepare a brief slide presentation or summary handout and will follow up with a meeting summary or minutes document. ECORP also assumes up to 28 hours of coordination with the Client, City, and RCA. ECORP has assumed 29 hours related to the HANS task and a total of 23 hours related to the JPR task.

Since the Project may impact existing Additional Reserve Land (ARL) protected by the MSHCP and owned by the Regional Conservation Authority, we expect that an equivalency analysis will need to be completed as part of the JPR process. As such, this task includes scope for ECORP to prepare supplemental analysis that will be needed to reach MSHCP Consistency. ECORP will approach this task by conducting background research and performing a field assessment of the property being proposed as mitigation/replacement land. Following the research and survey, ECORP will prepare a Reserve Replacement Equivalency Report to MSHCP standards. The report will be based on guidance provided by the RCA.

In preparation for writing the report, ECORP will conduct a review of the available biological information for the Proposed Project, along with the mitigation requirement(s) as described by the RCA. We assume that any previous biological studies of the proposed replacement land will be made available to ECORP for review. Any available resources under the MSHCP will be examined, including the MSHCP Baseline Vegetation Data within the replacement land. ECORP will also conduct a database search of existing public information sources, including but not limited to the CNDDB, to develop an expected species occurrence profile for the replacement land.

After background research has been completed, ECORP will conduct a biological survey of the replacement land to map vegetation communities, identify habitats present that may support special-status plant and wildlife species, and to preliminarily map any drainages present (a formal delineation of potentially jurisdictional aquatic features will not be performed). Representative photographs will be taken of the replacement land and its resources. If any special-status plant or wildlife species are incidentally observed, their location(s) will be recorded on maps. A full plant and animal species list will be collected during the survey.

Following the survey, ECORP will prepare a report that meets the analysis requirements for the Reserve Replacement Equivalency findings. The report will provide background information, methods, a description and quantification of the impacts on existing reserve lands (within the Project site), a description of existing conditions of the reserve replacement lands, and supporting figures. Figures to be included will be a location/vicinity map, a map of the proposed impact (temporary and permanent impacts) to reserve lands within the Project site, a map of the proposed replacement lands, existing vegetation/land cover of both the affected areas and replacement lands, and the MSHCP baseline vegetation/land cover for both the affected reserve areas and the replacement lands. An equivalency finding will be prepared to compare the affected lands with the reserve replacement lands, describing the various resources present and demonstrating consistency with the MSHCP. ECORP will submit a draft report for review to the City and prepare a submittal for the RCA based on any City comments received. We anticipate two rounds of review and comment on the document before it can be finalized.

Task 7.5 Assumptions:

- Assumes addressing two rounds of complete and compiled comments on the HANS Application prepared by ECORP, resulting in three drafts of the application.
- Assumes addressing two rounds of complete and compiled comments on the JPR Application prepared by ECORP, resulting in three drafts of the application.
- This task does not include any permit or processing fees that may be associated with the HANS or JPR Applications.
- ECORP will attend up to four meetings. For each meeting, ECORP will prepare a brief slide presentation, upon request, or summary handout(s) and meeting summary document.
- Up to 28 hours of coordination time with Webb and/or the Client outside of the official HANS and JPR coordination with the RCA is included.

7.6 CULTURAL RESOURCES ASSESSMENT AND PALEONTOLOGICAL MEMO (APPLIED EARTHWORKS)

Literature and Records Search

Æ will complete a cultural resource literature and records search at the South Coastal Information Center (SCIC) of the California Historical Resources Information System, housed at San Diego State University. We assume the total fee for the SCIC records search will not exceed $600.00. Based on the size of the Project and records search limits, Æ estimates approximately a 6 week turnaround time for the SCIC literature and records search.

Sacred Lands File Search and Tribal Follow-up

Æ will contact the California Native American Heritage Commission (NAHC) for a search of the Sacred Lands File. The NAHC is experiencing delays in response time, and the current turnaround time for the Sacred Lands File search is approximately 4–6 weeks. Æ will follow up by contacting Tribes/individuals identified by the NAHC with local Traditional Use Areas who may have information regarding Native American cultural resources within the Project vicinity. Æ will initiate contact by email letter, followed by an email or telephone call. Æ assumes the City will be responsible for conducting all Assembly Bill (AB) 52 consultation efforts.

Cultural Field Survey

Upon receipt of the records search results, an Æ qualified archaeologist will conduct an intensive pedestrian field survey of the Project area (approximately 7 acres). Æ's survey transect spacing will range from 10 to 15 meters (30 to 50 feet) insofar as possible, and the ground surface of all landforms with likely intact and significant cultural resources, if any, also will be examined. Additionally, Æ's archaeologist will investigate any unusual contours, soil changes, distinctive vegetation patterns, features (e.g., road cuts, ditches, and stream cuts), and other potential cultural site markers. For the cultural resource survey, Æ is not responsible for landowner permissions and access to the Project area. Safe access must be ensured by the client. For the purposes of this price estimate, we assume that once the cultural resource, Goetz Bridge, is documented on the appropriate California Department of Parks and Recreation (DPR) forms and evaluated for listing in the California Register of Historical Resources (CRHR).

Æ will accomplish this through a combination of fieldwork and desktop research. We will characterize the existing bridge, document its location in relation to the Project area, complete archival research, evaluate its significance using criteria set forth in the CRHR, and develop appropriate mitigation measures if necessary. Fieldwork will involve visual inspection and photo-documentation of the built environment resource within the Project area.

Cultural Resource Report

Upon completion of the field investigation, Æ will prepare a report that meets CEQA standards. This report will describe the Project, cultural setting, desktop and field investigation methods, survey results, resource evaluations, and provide management recommendations. The report will also incorporate the results of the SCIC records search, as well as communications with the NAHC and local Native American Tribes. Æ assumes that one round of minor comments will need to be addressed following the City's review of the draft technical report and that no major revisions will be required. Æ's draft report will be submitted electronically in MS Word format for ease of review; our final report will be submitted electronically as a PDF file.

PALEONTOLOGICAL RESOURCE TASKS

Museum Search and Literature Review

According to the 2013 County of Riverside paleontological sensitivity map, the Project area (~100%) is ranked as High B (Hb) Sensitivity, because fossils are likely to be encountered at or below four feet of depth. Æ will request a museum records search at the Natural History Museum of Los Angeles County (NHMLAC) for recorded paleontological resource localities within and in the vicinity of the Project boundary. We assume the total records search fee will not exceed $500.00. The current turnaround time for the NHMLAC is generally 2 weeks. As part of this task, we will also review the online records of the University of California Museum of Paleontology and the Paleobiology Database. Æ's paleontology staff will supplement museum collections records by completing a review of published and unpublished geologic mapping and scientific literature to further characterize the geology and paleontology of the Project area.

Paleontological Field Survey

Upon receipt of the museum records search results and completion of the literature review, a qualified Æ paleontologist will conduct a pedestrian field survey of the Project area. The purpose of the field survey will be to visually inspect the ground surface for exposed paleontological resources within the Project area, to note the sediments exposed within the Project area, and to evaluate geologic exposures for their potential to contain significant subsurface paleontology. For the paleontological survey, we anticipate no discoveries of paleontological resources (i.e., significant or insignificant) that will require documentation or evaluation during the field survey.

As a health and safety precaution, we plan for our paleontologist to conduct the paleontological resource field survey concurrently with the archaeologist's cultural field survey. As with the cultural survey, Æ is not responsible for obtaining landowner permissions or for access to the Project area. The paleontologist will utilize the same JHA prepared for the archaeological survey. Therefore, no additional efforts are assumed for health and safety during the paleontological survey.

Paleontological Resource Report

Upon completion of the records search, literature review, and field survey, Æ will draft a Paleontological Resource Assessment (PRA) to document the results of the desktop and field efforts and to provide Project-specific recommendations on monitoring or mitigation (if applicable). All paleontological work will be conducted in accordance with the City's guidelines and will meet the requirements of CEQA. Æ's draft PRA will be submitted electronically in MS Word format for ease of review; we assume any comments to address will be minimal prior to finalization. Æ will submit our final PRA electronically as a PDF file. No hard copies will be prepared or submitted.

VI. Consultant will utilize the following personnel to accomplish the Services:

A. Dilesh Sheth, PE, TE, Vice President, City Liason

B. Nick Lowe, PE, TE, Deputy Director, Project Delivery and Coordination

C. Stephanie Standerfer, Vice President, Environmental & Permitting Lead

D. Joseph Caldwell, Practice Area Leader, Hydrology & Hydraulics Lead

E. Myung Choo, PE, TE, Practice Area Leader, Traffic & Transportation Lead

F. Deborah Saulina, Project Coordinator, Utility Coordination Lead

G. Jason Ardery, Deputy Director, Survey/Row Lead

H. Scott Hildebrant, Chief Strategy Officer, Public Outreach

I. Mark Thomas, Lynn Odgiiv, Structural Engineering, Subconsultant

J. Earth Mechanics, Inc., Alahesh Thurairajah, Geotechnical Analysis, Subconsultant

K. Linscott, Law & Greenspan Engineers, Zawwar Saiyed, VMT Analysis, Subconsultant

L. ECORP, Inc., Kevin Israel, Biological Studies, Subconsultant

M. Applied Earthworks, Sarah Rieboldt, Cultural Studies, Subconsultant

N. Visual Concepts Lighting, Kenny Perez, Lighting Design and Electrical Engineering, Subconsultant

O. T2 Utility Engineering, Arthur G. Robison, Subsurface Utility Engineering, Subconsultant

P. RGI Utility Consultants, Inc., Robert H. Gregory, Utility Source and Design, Subconsultant

<u>EXHIBIT B</u>
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

[not applicable]

EXHIBIT C

SCHEDULE OF COMPENSATION

I. Consultant will be compensated for Services provided under this Agreement in accordance with the schedule in Consultant's Proposal and detailed below.

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

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

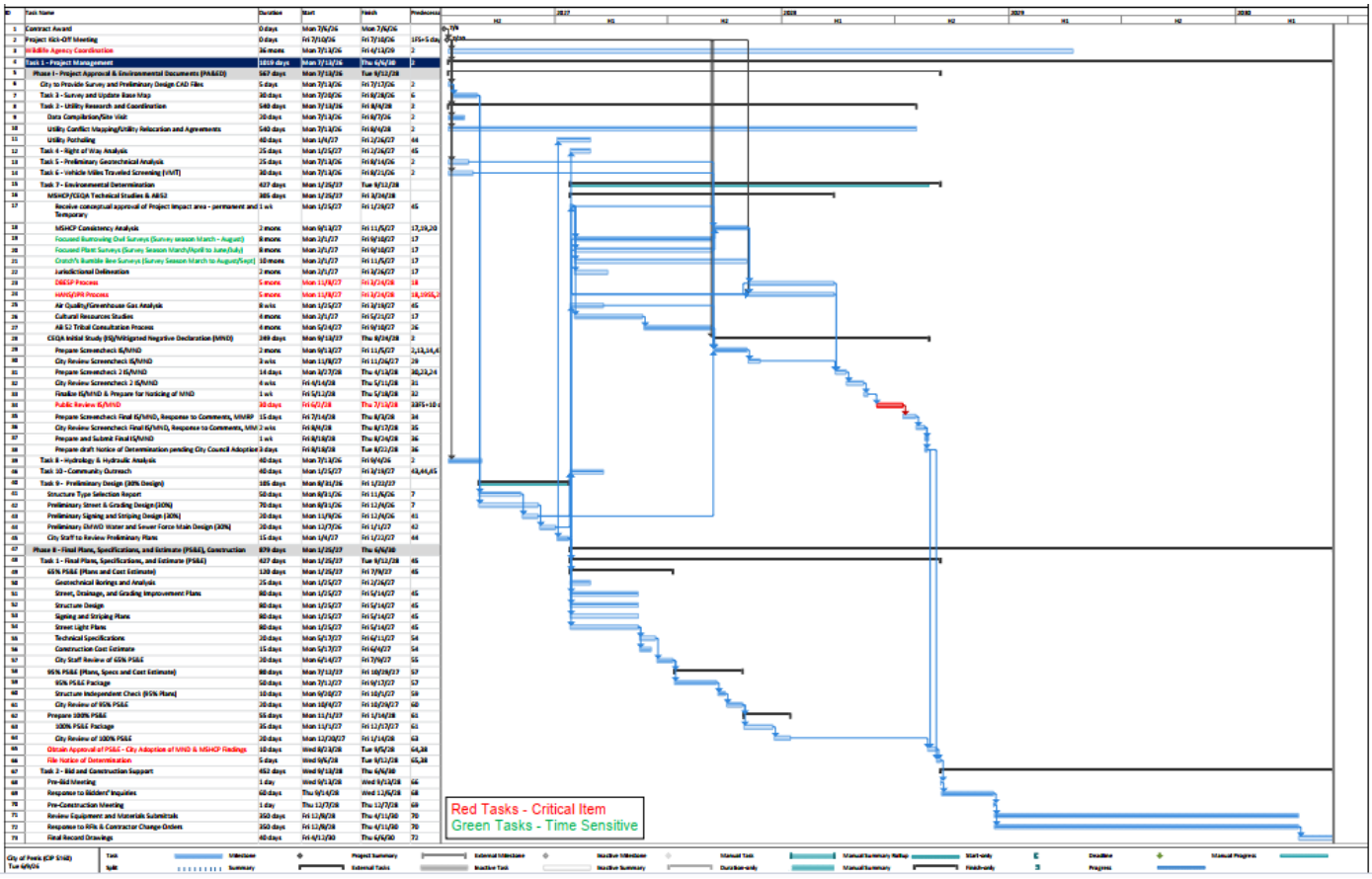
IV. Consultant shall perform the following tasks at the following rates as detailed in the Cost Proposal:

A. Phase 1 (Environmental and Permitting) - $989,474.00

B. Phase 2 (Design) - $822,750.00

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with the schedule described in Consultant's Proposal and detailed below.



ATTACHMENT 3

COST PROPOSAL

August 20, 2026

ALBERT A. WEBB ASSOCIATES

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
T: 951.686.1070
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John Pourkazemi, PE
City Engineer
City of Perris
24 S. D Street, Suite 100
Perris, CA 92570

RE: City of Perris RFP for Goetz Road Bridge Replacement Project over San Jacinto River (CIP S160)

Dear John:

Thank you for meeting with us yesterday to discuss the Goetz Road Bridge Replacement Project. We appreciated the candid discussion with you, Kamran Saber, Brad Brophy, and Grace Alvarez, and the opportunity to understand the City's priorities and concerns better.

During the interview, WEBB presented approximately $160,000 in Phase 1 and Phase 2 budget reductions. Since then, we have further reduced the **Phase 1 Hydrology and Hydraulic Analysis budget by 20%, increasing the total savings to more than $170,000.** We also revised the heading for **Task 3 in Phase 2** to clarify that project management applies specifically to the **PS&E Phase (Task 1)**.

The **easterly alignment** discussed during the interview offers an important advantage: it keeps the existing bridge open during construction while avoiding impacts to RCA-owned MSHCP conservation lands and easements. This gives the project a stronger starting position with RCA and the resource agencies.

Just as important is the project-specific experience Stephanie Standerfer and Joseph Caldwell bring: Stephanie knows the MSHCP process, RCA, the resource agencies, and the local players, while Joseph knows the San Jacinto River, its hydraulic model, Flood Control requirements, scour, and sediment transport.

The City should not have to wait while another team learns the river, MSHCP, RCA, and local agency requirements. Stephanie and Joseph can address these issues immediately, helping City Staff identify concerns earlier and reduce the potential for redesign and delay.

We understand there is already significant interest in the project's status, including from the City Council. **Our goal is to begin quickly and deliver the project as soon as reasonably possible.** Because our team already knows the river, the agencies, and the local issues, we can spend less time learning and more time advancing the project.

Our revised budget reduces costs without sacrificing the experience needed to protect the City, maintain momentum, and advance the project.

WEBB greatly values our long-standing relationship with the City of Perris. We appreciate your consideration and look forward to the opportunity to continue working together on this important project.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
Albert A. Webb Associates

ALBERT A. WEBB ASSOCIATES

Goetz Road Bridge Replacement Project Over San Jacinto River (CIP S160) - PHASE 1 - Revised 8/20/2026
City of Perris

Item	Description	Scott R. Hildebrandt, Principal II	Dilesh R. Sheth, Principal II	Nicholas R. Lowe, Principal II	Jaimee Bourgeois, Principal II	Myung G. Choo, Principal II	Son H. Le, Senior I	Miguel Hurtado, Senior I	Joy A. Schwiebert, Associate I	Cole Benner, Assistant V	Deborah A. Saulina, Assistant V	Joseph C. Caldwell, Principal II	Ash Ai, Associate III	Stephanie N. Standerfer, Principal II	Eliza Laws, Principal I	Autumn DeWoody, Senior I	Monica Tobias, Associate III	Jacqueline N. Gamboa, Assistant III	Julia Archibeque, Assistant III	Cameron Blomquist, Assistant II	Jason Ardery, Principal II	Jon Ros, Senior II	Shane Bloomfield, Principal II	Kase Gebbie, Associate III	2-Man Survey Party	Total Hours	Subtotal - Labor	Earth Mechanics, Inc.	ECORP Consulting, Inc.	Applied Earthworks	Mark Thomas	LLG	T2 Utility Engineering	Visual Concepts Lighting	RGI Utility Consultants	Expenses	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 312	$ 312	$ 258	$ 258	$ 217	$ 196	$ 196	$ 312	$ 240	$ 312	$ 298	$ 258	$ 240	$ 163	$ 163	$ 147	$ 312	$ 267	$ 312	$ 240	$ 326												
	PHASE I																																				
Task 1	**Project Management**	**56**	**102**	**126**	**6**						**42**	**42**		**2**									**12**			**388**	**$ 116,184**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,184**
1.1	Project Management	20	48	48	4							4											2			**126**	$ 39,312										**$ 39,312**
1.2	Kickoff Meeting		2	2							2	2		2									2			**12**	$ 3,512										**$ 3,512**
1.3	Monthly PDT Meetings and Scheduling	16	28	28							16	28														**116**	$ 34,336										**$ 34,336**
1.4	Coordination with Subconsultants and Agencies	20	24	48	2						24	8											8			**134**	$ 39,024										**$ 39,024**
Task 2	**Utility Research and Coordination**		**12**	**22**				**4**	**12**	**40**	**34**		**2**										**12**	**12**		**150**	**$ 35,852**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 46,739**	**$ -**	**$ 54,956**	**$ 75**	**$ 137,622**
2.1	Data Compilation and Site Visit		4	4				4	4	8	16															**40**	$ 9,100									$ 75	**$ 9,175**
2.2	Utility Conflict Mapping/Relocation Coordination		8	16					8	24	16												12	12		**96**	$ 23,688								$ 54,956		**$ 78,644**
2.3	Utility Potholing			2						8	2		2													**14**	$ 3,064						$ 46,739				**$ 49,803**
Task 3	**Surveying and Base Map Preparation**	**2**	**2**	**8**					**1**	**20**	**3**										**9**	**36**			**40**	**121**	**$ 33,929**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 170**	**$ 34,099**
3.1	Field Topographic Survey			4					1	20	2										4	12			32	**75**	$ 20,661									$ 136	**$ 20,797**
3.2	Alignment / ROW Mapping	2	2	4							1										5	24			8	**46**	$ 13,268									$ 34	**$ 13,302**
Task 4	**Right of Way Analysis**	**4**	**2**	**4**		**2**				**16**											**8**					**36**	**$ 9,376**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 9,376**
4.1	Right of Way Analysis	4	2	4		2				16											8					**36**	$ 9,376										**$ 9,376**
Task 5	**Geotechnical Analysis**		**2**	**4**						**2**	**1**															**9**	**$ 2,460**	**$ 10,912**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 13,372**
5.1	Preliminary Foundation Report		2	4						2	1															**9**	$ 2,460	$ 10,912									**$ 13,372**
Task 6	**Vehicle Miles Traveled Screening**			**1**	**2**			**12**																		**15**	**$ 4,032**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 4,032**
6.1	VMT Screening Memo			1	2			12																		**15**	$ 4,032										**$ 4,032**
Task 7	**Environmental Documentation**	**36**	**18**	**38**						**40**		**40**		**82**	**31**	**76**	**242**	**272**	**12**	**56**						**943**	**$ 216,058**	**$ -**	**$ 139,150**	**$ 22,781**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 377,989**
	ISMND																																				
7.1	Environmental Kickoff Meeting	2		2										2	2		2	2								**12**	$ 3,274										**$ 3,274**
7.2	Project Description	2	2	4						16				2	2		12	12								**52**	$ 11,688										**$ 11,688**
7.3	ISMND 2 Screenchecks + Noticing													4	6	4	80	200								**294**	$ 55,868										**$ 55,868**
7.4	Final MND													2	12		40	50								**104**	$ 21,950										**$ 21,950**
7.5	Environmental Meetings and Coordination	20	4	20						20				40			80									**184**	$ 49,328		$ 6,600								**$ 55,928**
	Technical Studies																																				
7.6	Air Quality/Greenhouse Gas Analysis/Energy														8		24	6								**38**	$ 9,122										**$ 9,122**
7.7	MSHCP Consistency Analysis (ECORP)	4	4	4						4				4		4	2			2						**28**	$ 7,582		$ 18,150								**$ 25,732**
7.8	Focused Plant Surveys(ECORP)															4				2						**6**	$ 1,326		$ 4,400								**$ 5,726**
7.9	Focused Burrowing Owl Surveys (ECORP)															4				2						**6**	$ 1,326		$ 17,050								**$ 18,376**
7.10	Crotch's Bumble Bee Surveys (ECORP)															4				2						**6**	$ 1,326		$ 21,450								**$ 22,776**
7.11	Jurisdictional Delineation (ECORP)															4				2						**6**	$ 1,326		$ 16,500								**$ 17,826**
7.12	DBESP (ECORP)															4				2						**6**	$ 1,326		$ 14,300								**$ 15,626**
7.13	JPR Process, ARL equivalency Analysis (ECORP)	4	4	4										8		8				4						**32**	$ 8,892		$ 40,700								**$ 49,592**
7.14	Cultural and Paleo (Applied Earthworks)														1		2	2								**5**	$ 1,104			$ 22,781							**$ 23,885**
	Regulatory Permitting																																				
7.15	Regulatory Permitting (USACE, CDFW, RWQCB)	4	4	4								40		20		40			12	40						**164**	$ 40,620										**$ 40,620**
Task 8	**Hydrology and Hydraulic Analysis**	**8**	**8**	**8**								**44**	**80**													**148**	**$ 40,416**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 40,416**
8.1	Hydrology and Hyudraulic Analysis	6	6	6								20	48													**86**	$ 23,376										**$ 23,376**
8.2	Bridge Hydrology and Hydraulic Report	2	2	2								24	32													**62**	$ 17,040										**$ 17,040**
Task 9	**Preliminary Engineering (30%)**	**16**	**28**	**28**	**6**	**48**	**20**	**40**	**80**	**216**	**4**	**16**											**32**	**64**		**598**	**$ 145,608**	**$ -**	**$ -**	**$ -**	**$ 90,024**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 235,632**
9.1	Structure Type Selection Report	8	8	8						16	2	8														**50**	$ 13,512				$ 90,024						**$ 103,536**
9.2	Preliminary Street and Grading Design	4	16	16		40		40	80	200	2															**398**	$ 90,984										**$ 90,984**
9.3	Preliminary Striping Design				4		20																			**24**	$ 6,408										**$ 6,408**
9.4	Preliminary EMWD Water and Sewer Design																						24	64		**88**	$ 22,848										**$ 22,848**
9.5	QA/QC	4	4	4	2	8						8											8			**38**	$ 11,856										**$ 11,856**
Task 10	**Community Outreach**	**8**																								**8**	**$ 2,496**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 2,496**
10.1	Community Outreach Coordination	8																								**8**	$ 2,496										**$ 2,496**
Total		**130**	**174**	**239**	**14**	**50**	**20**	**56**	**93**	**334**	**84**	**142**	**82**	**84**	**31**	**76**	**242**	**272**	**12**	**56**	**17**	**36**	**56**	**76**	**40**	**2416**	**$ 606,411**	**$ 10,912**	**$ 139,150**	**$ 22,781**	**$ 90,024**	**$ -**	**$ 46,739**	**$ -**	**$ 54,956**	**$ 245**	**$ 971,218**
	OPTIONAL TASK - VMT MODELING ANALYSIS			**1**	**2**	**2**					**1**															**6**	**$ 1,756**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 16,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 18,256**
11.1	VMT Modeling and Report			1	2	2					1															**6**	$ 1,756					$ 16,500			$ -		**$ 18,256**

1. Rounded to the nearest $1.

ALBERT A. WEBB ASSOCIATES

Goetz Road Bridge Replacement Project Over San Jacinto River (CIP S160) - PHASE 2 - Revised 8/20/2026

City of Perris

Item	Description	Scott R. Hildebrandt, Principal II	Dilesh R. Sheth, Principal II	Nicholas R. Lowe, Principal II	Jaimee Bourgeois, Principal II	Myung G. Choo, Principal II	Son H. Le, Senior I	Miguel Hurtado, Senior I	Joy A. Schwiebert, Associate I	Cole Benner, Assistant V	Deborah A. Saulina, Assistant V	Joseph C. Caldwell, Principal II	Joshua J. O'Rourke, Associate II	Total Hours	Subtotal - Labor	Earth Mechanics, Inc.	Mark Thomas	Visual Concepts Lighting	Expenses	Total/task[1]
	Billout Rate	$ 312	$ 312	$ 312	$ 312	$ 312	$ 258	$ 258	$ 217	$ 196	$ 196	$ 312	$ 229							
	PHASE II																			
Task 1 - Plans, Specifications, and Estimate (PS&E)		**12**	**26**	**73**	**6**	**82**	**42**	**92**	**120**	**310**	**22**	**52**	**136**	**973**	**$ 235,140**	**$ 136,355**	**$ 329,340**	**$ 13,200**	**$ -**	**$ 714,035**
1.1	Street, Grading, and Drainage Plans	8	16	40		40		60	80	280	4	40	120	**688**	$ 160,912					**$ 160,912**
1.2	Structure Design Plans and Independent Check	4	4	8					16					**32**	$ 8,464		$ 283,844			**$ 292,308**
1.3	Signing & Striping Plans			2	4	2	40							**48**	$ 12,816					**$ 12,816**
1.4	Street Light Plans		1	2						6	1			**10**	$ 2,308			$ 13,200		**$ 15,508**
1.5	QA/QC			8		24		24				8		**64**	$ 18,672					**$ 18,672**
1.6	Technical Specifications		2	8	2	8	2	8		24	12	2	8	**76**	$ 18,332		$ 19,140			**$ 37,472**
1.7	Construction Cost Estimates		2	4		8			24		4	2	8	**52**	$ 12,816		$ 26,356			**$ 39,172**
1.8	Geo. Investigation, Testing, Analysis, Report		1	1							1			**3**	$ 820	$ 136,355				**$ 137,175**
Task 2 - Bid and Construction Support (T&M)		**2**	**7**	**12**	**3**	**10**	**4**		**8**	**24**	**12**	**9**	**8**	**99**	**$ 25,072**	**$ -**	**$ 24,651**	**$ -**	**$ -**	**$ 49,723**
2.1	Pre-Bid Meeting	1	1	1								1		**4**	$ 1,248		$ 1,100			**$ 2,348**
2.2	Response to Bidder Inquiries			2	1	2				4	2	1		**12**	$ 3,048		$ 2,750			**$ 5,798**
2.3	Pre-Construction Meeting	1	1	1								1		**4**	$ 1,248		$ 1,320			**$ 2,568**
2.4	Review Equipment and Materials Submittals			2		2	1			4	2	2		**13**	$ 3,306		$ 2,640			**$ 5,946**
2.5	Response to RFIs and Change Orders		4	4	1	4	2			16	8	2	4	**45**	$ 10,816		$ 11,341			**$ 22,157**
2.6	Final Record Drawings		1	2	1	2	1		8			2	4	**21**	$ 5,406		$ 5,500			**$ 10,906**
Task 3 - Project Management for PS&E Phase (Task 1 Above)		**28**	**52**	**60**	**6**						**24**	**28**		**198**	**$ 58,992**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 58,992**
3.1	Project Management	12	20	20	4							4		**60**	$ 18,720					**$ 18,720**
3.2	Monthly PDT Meetings and Scheduling	8	16	16							8	16		**64**	$ 19,040					**$ 19,040**
3.3	Coordination with Subconsultants and Agencies	8	16	24	2						16	8		**74**	$ 21,232					**$ 21,232**
Total		**42**	**85**	**145**	**15**	**92**	**46**	**92**	**128**	**334**	**58**	**89**	**144**	**1270**	**$ 319,204**	**$ 136,355**	**$ 353,991**	**$ 13,200**	**$ -**	**$ 822,750**

ATTACHMENT 4

TECHNICAL PROPOSAL

Proposal to Provide Environmental Clearance, Permitting, Plans, Specifications & Estimate (PS&E), and Bidding/Construction Support Services for

GOETZ ROAD BRIDGE REPLACEMENT PROJECT OVER SAN JACINTO RIVER (CIP S160)

June 10, 2026

Prepared for:

City of Perris

3788 McCray Street
Riverside, CA 92506

951.686.1070

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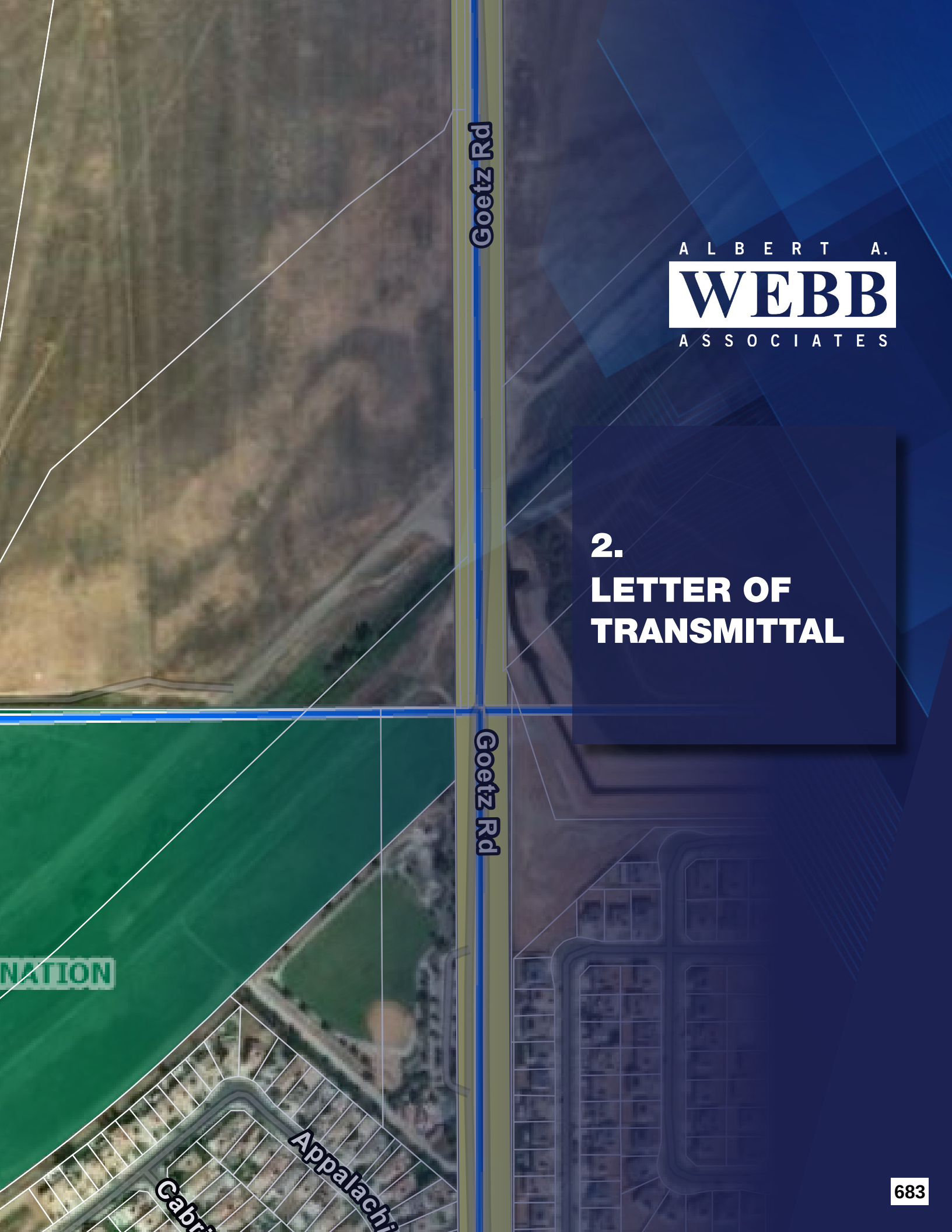


ALBERT A. WEBB ASSOCIATES

2. LETTER OF TRANSMITTAL

June 10, 2026

John Pourkazemi, PE, City Engineer
City of Perris
24 S. D Street, Suite 100
Perris, CA 92570

ALBERT A. WEBB ASSOCIATES

RE: PROPOSAL FOR GOETZ ROAD BRIDGE REPLACEMENT PROJECT OVER SAN JACINTO RIVER (CIP S160)

Dear Mr. Pourkazemi,

The Goetz Road Bridge Replacement Project represents one of the most important transportation investments currently facing the City of Perris. More than simply replacing an aging structure, this project will create a critical transportation link supporting future growth within the Green Valley Specific Plan area, improve regional mobility and multimodal connectivity, and provide a resilient crossing of the San Jacinto River for generations to come.

WEBB is uniquely qualified to deliver this project because we have already addressed many of the challenges the City will face. Our team recently led the Case Road Bridge Project over the San Jacinto River and has extensive experience throughout this corridor involving bridge, roadway, flood control, and utility infrastructure projects. Most importantly, WEBB has direct experience working within the San Jacinto River hydraulic model, coordinating with the Riverside County Flood Control and Water Conservation District, and navigating the environmental requirements associated with projects located within the river corridor.

Our team has developed a strong understanding of the environmental sensitivities of the San Jacinto River, the requirements of the Regional Conservation Authority (RCA), the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), Riverside County Flood Control, and resource agency permitting processes, as well as utility provider coordination needs. Through our work on projects throughout the river corridor, we have established productive working relationships with these agencies and understand how to efficiently address permitting, mitigation, and compliance requirements. This experience enables us to identify risks early, streamline agency coordination, and develop practical solutions that keep projects on schedule.

The proposed bridge replacement presents several critical challenges that will ultimately drive project success, including environmental permitting and MSHCP compliance, hydraulic performance and scour protection, bridge type selection and constructability, and utility coordination. These challenges are interconnected. Decisions regarding bridge length, profile, foundations, utility accommodations, and construction staging will influence environmental impacts, permitting requirements, project costs, construction feasibility, and long-term maintenance obligations. WEBB's multidisciplinary team evaluates these factors holistically rather than as independent design elements, resulting in more efficient, cost-effective project solutions. WEBB's approach is built around four strengths that directly support the City's goals for this project:

1. Extensive RCA and MSHCP Compliance Experience: A key advantage WEBB brings to this project is our extensive experience with RCA and MSHCP compliance. Projects within the San Jacinto River corridor often require careful coordination to address sensitive habitats, species considerations, and consistency with regional conservation objectives. Our team understands the documentation, technical studies, avoidance measures, and mitigation strategies necessary to support successful project approvals. By integrating environmental planning with engineering design from the outset, we help agencies and project sponsors avoid costly redesigns and permitting delays later in the process.

2. Direct Experience with the San Jacinto River Hydraulic Model and Flood Control Requirements: Equally important is WEBB's experience with the San Jacinto River hydraulic model and flood control requirements. Our familiarity with the river's hydraulic characteristics, floodplain constraints, and County review expectations enables us to efficiently evaluate bridge alternatives, assess hydraulic impacts, and develop solutions that satisfy both transportation and flood-control objectives. This experience reduces uncertainty during design and supports a smoother review process with Riverside County Flood Control.

3. Extensive EMWD Utility Coordination Experience: One of the most significant advantages WEBB brings to this project is our extensive experience coordinating with the Eastern Municipal Water District (EMWD). We have successfully delivered numerous projects requiring close coordination with EMWD and understand their design standards, utility accommodation requirements, operational needs, and review processes. This experience will be especially valuable as the City evaluates how to accommodate existing and planned sewer, recycled water, and water facilities within the replacement bridge structure. Our team recognizes that utility requirements will play a critical role in bridge type selection, foundation design, construction sequencing, and long-term maintenance considerations. We will work closely with EMWD from project inception to develop cost-effective, maintainable, and agency-supported solutions.

4. Local Corridor Expertise Combined with Premier Bridge Engineering: To complement WEBB's local expertise, we have assembled an exceptional team of specialists led by Mark Thomas, one of California's premier bridge engineering firms. Mark Thomas brings extensive bridge-replacement experience throughout California, including projects with complex environmental constraints, hydraulic and scour challenges, utility accommodations, and staged construction. Together, WEBB and Mark

Thomas provide the City with nationally recognized bridge engineering expertise combined with direct San Jacinto River corridor experience, deep knowledge of RCA and MSHCP requirements, familiarity with the San Jacinto River hydraulic model, and proven success delivering complex bridge projects.

Our approach is straightforward: identify risks early, engage agencies proactively, integrate environmental and engineering decisions, and develop practical, buildable, and resilient solutions. By leveraging our experience on the Case Road Bridge Project, our understanding of the San Jacinto River hydraulic model, our long-standing relationships with the RCA, MSHCP stakeholders, Riverside County Flood Control, and utility providers, and our proven project delivery process, WEBB will help the City streamline approvals, minimize project risks, control costs, and advance the project efficiently from environmental clearance through final design and construction.

WEBB's legal company name is Albert A. Webb Associates. WEBB's corporate address is 3788 McCray Street, Riverside, CA 92506; telephone: 951.686.1070; fax: 951.788.1256; website: www.webbassociates.com; email: info@webbassociates.com. The office assigned to this project is 3788 McCray Street, Riverside, CA 92506. The person authorized to commit WEBB to the contractual terms and conditions of this RFP is Dilesh Sheth, PE, TE, Senior Vice President, 3788 McCray Street, Riverside, CA 92506, who can be reached at 951.248.4237 or dilesh.sheth@webbassociates.com. The contact person during the proposal evaluation phase is Nick Lowe, PE, TE, Deputy Director, 3788 McCray Street, Riverside, CA 92506, who can be reached at 951.248.4289 or nick.lowe@webbassociates.com.

The proposed subconsultants for this project are listed below, along with their respective roles:

- Mark Thomas, Lynn Odgiiv, 5000 East Spring Street, Suite 400, Long Beach, CA 90815, 562.213.0865 — Structural Engineering
- Earth Mechanics, Inc., Alahesh Thurairajah, 765 North Main Street, Suite 136, Corona, CA 92878, 714.751.3826 — Geotechnical Analysis
- Linscott, Law & Greenspan Engineers, Zawwar Saiyed, 2 Executive Circle, Suite 250, Irvine, CA 92614, 949.825.6175 — VMT Analysis
- ECORP, Inc., Kevin Israel, 215 North 5th Street, Redlands, CA 92374, 909.307.0046 — Biological Studies
- Applied Earthworks, Sarah Rieboldt, 133 N San Gabriel Blvd, Pasadena, CA 91107, 626.578.0119 — Cultural Studies
- Visual Concepts Lighting., Kenny Perez, 4858 Mercury St 210, San Diego, CA 92111, 858.278.4503 Ext. 11 — Lighting Design and Electrical Engineering
- T2 Utility Engineering, Arthur G. Robison, 5622 Research Dr, Huntington Beach, CA 92649, 714.487.5783 — Subsurface Utility Engineering
- RGI Utility Consultants, Inc., Robert H. Gregory, 200 S Main St 316, Corona, CA 92882, 714.487.5783 — Utility Source and Design

WEBB will serve as the prime consultant and single point of responsibility for the City. Each subconsultant will be integrated into the project work plan under WEBB's direct management for their respective technical scope.

WEBB acknowledges receipt of Addendum No. 1, received on May 11, 2026 and Addendum No. 2, received on May 26, 2026. This proposal shall remain valid for a period of not less than 180 days from the date of submittal. By signing this letter of transmittal, WEBB attests that all information submitted with this proposal is true and correct.

The City of Perris can expect a responsive, technically rigorous team focused on clear communication, early issue resolution, regulatory coordination, and a buildable design that supports long-term mobility, safety, and resilience for the Goetz Road corridor.

Sincerely,

Dilesh Sheth

Dilesh Sheth, PE, TE
Senior Vice President
dilesh.sheth@webbassociates.com
951.248.4237

ALBERT A. WEBB ASSOCIATES

3. TECHNICAL PROPOSAL

Project Understanding

The Goetz Road Bridge Replacement Project represents a critical transportation investment for the City of Perris and the Green Valley Specific Plan area. Goetz Road serves as a major north-south arterial corridor, providing connectivity between Ethanac Road, Case Road, and future planned development areas. The existing Bridge No. 56C-0172, constructed in 1970, is a six-span cast-in-place reinforced concrete slab bridge that no longer meets the City's ultimate transportation vision, operational needs, or multimodal objectives.

Existing Goetz Road Bridge

The proposed project will replace the existing structure with a new four-lane bridge approximately 80 feet in width, providing increased vehicular capacity while enhancing multimodal mobility through the inclusion of separated multi-use paths on both sides of the structure. The bridge must safely accommodate future traffic demands while providing a resilient crossing of the San Jacinto River and maintaining compatibility with surrounding environmental, hydraulic, and utility constraints.

Our team has extensive experience delivering bridge replacement projects over major river crossings throughout California, including the Case Road Bridge Replacement Project over San Jacinto River, the Nuevo Road Bridge Replacement over the San Jacinto River, La Novia Avenue Bridge Replacement over San Juan Creek, and numerous bridge rehabilitation and replacement projects for local agencies. Through these projects, the team has successfully navigated complex environmental permitting, hydraulic modeling, utility coordination, geotechnical challenges, and phased construction while maintaining critical transportation connectivity. This experience provides our team with a thorough understanding of the technical, regulatory, and stakeholder coordination challenges associated with replacing bridges in environmentally sensitive river corridors.

One of the most significant project challenges is balancing transportation improvements with the environmentally sensitive setting surrounding the bridge crossing. The project is located adjacent to multiple Western Riverside County Multi-Species Habitat Conservation Plan (MSHCP) Criteria Cells and jurisdictional waters associated with the San Jacinto River and Green Valley Bypass Channel. Preliminary evaluations indicate that shifting the bridge alignment approximately 25 feet to the west may reduce impacts to sensitive habitat areas, avoid channel confluence conflicts, and improve long-term project feasibility. This potential shift introduces geometric design challenges that will require careful horizontal and vertical alignment development, including transition curves and roadway tie-ins north and south of the bridge.

Our environmental and water resources specialists have successfully guided numerous infrastructure projects through MSHCP compliance, CEQA clearance, USACE permitting, CDFW coordination, and Regional Water Quality Control Board approvals. Having worked extensively within Riverside County, our team understands the regulatory expectations and coordination requirements necessary to efficiently advance projects through environmental review while minimizing impacts to sensitive resources.

Hydraulic performance and flood conveyance are equally critical considerations. The bridge crossing must accommodate future design flood events while maintaining river hydraulics, minimizing scour potential, and satisfying Riverside County Flood Control and Water Conservation District requirements. The resulting hydraulic analyses will directly influence bridge span arrangement, profile elevations, foundation selection, and approach roadway design.

Our water resources and structures teams have extensive experience evaluating bridge hydraulics, scour conditions, and floodplain impacts throughout Riverside County. On projects such as the Case Road Bridge Replacement over the San Jacinto River, our team performed detailed hydrologic and hydraulic analyses to establish bridge profiles, evaluate scour potential, and coordinate closely with flood control agencies. This experience will allow us to efficiently evaluate bridge alternatives and develop a resilient design that balances hydraulic performance, constructability, and cost.

The project also requires comprehensive utility coordination. Existing EMWD water, sewer, and recycled water facilities, as well as Southern California Edison, Southern California Gas Company, and telecommunications infrastructure, traverse the project corridor and will require detailed investigation, conflict analysis, and relocation coordination. Successful delivery will depend upon early engagement with utility owners and proactive integration of utility requirements into the bridge and roadway design process.

WEBB has successfully coordinated utility relocations and utility agreements on numerous transportation projects throughout Riverside County, including projects involving EMWD, SCE, SoCalGas, Verizon, and telecommunications providers. Our utility coordination specialists understand the importance of identifying conflicts early, establishing realistic relocation schedules, and integrating utility requirements into the overall project delivery strategy.

The City is seeking a multidisciplinary team capable of advancing environmental documentation, preliminary engineering, utility coordination, bridge design, roadway improvements, and final PS&E development in a seamless and efficient manner. By combining Mark Thomas' regionally recognized bridge expertise with WEBB's local agency relationships, environmental permitting experience, utility coordination capabilities, roadway design expertise, and extensive knowledge of Riverside County requirements, our team is uniquely positioned to successfully deliver this important bridge replacement project.

Project Approach

Our approach to the Goetz Road Bridge Replacement Project is centered on early risk identification, collaborative decision-making, and the integration of environmental, hydraulic, geotechnical, utility, and structural design considerations from project inception through final delivery. Drawing upon lessons learned from the Case Road Bridge Replacement, La Novia Avenue Bridge Replacement, Nuevo Road Bridge Replacement, and other river crossing projects, we understand that early coordination between environmental, hydraulic, geotechnical, and structural disciplines is essential to controlling project risks and maintaining the schedule.

During Phase 1, our team will focus on developing a technically sound and environmentally responsible preferred alternative through comprehensive preliminary engineering and environmental analysis. Early efforts will include evaluating bridge replacement alternatives, refining horizontal and vertical alignments, assessing the proposed westerly bridge shift, and identifying opportunities to minimize impacts to sensitive habitat areas, jurisdictional waters, and flood control facilities.

Mark Thomas' bridge specialists will lead the bridge type selection and preliminary engineering effort, leveraging their extensive experience on bridge replacement projects throughout California. Concurrently, WEBB's roadway, drainage, environmental, and utility coordination teams will evaluate corridor constraints and develop practical solutions that support both the bridge design and overall project objectives.

Hydrologic and hydraulic analyses will be initiated early to establish design flood criteria, evaluate water surface elevations, assess bridge scour potential, and determine the most appropriate bridge profile and span configuration. These findings will be integrated with geotechnical investigations to support foundation recommendations and bridge type evaluations. Our structural team will work closely with hydraulic and geotechnical specialists to develop bridge concepts that balance constructability, long-term performance, maintenance considerations, and project cost.

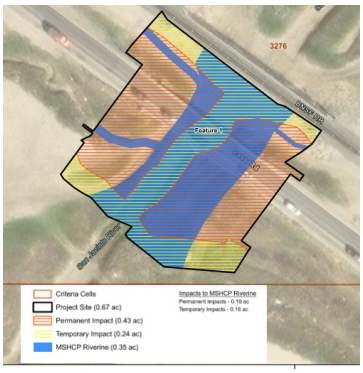
Environmental compliance activities will proceed concurrently with engineering development. Our environmental specialists will perform the studies necessary to support CEQA clearance and permit acquisition while coordinating closely with the Regional Conservation Authority, U.S. Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, and other resource agencies. Early agency engagement will help identify permitting requirements, reduce project risks, and support the City's schedule objectives.

Utility coordination will begin during preliminary design to identify conflicts, establish relocation requirements, and incorporate utility solutions into the project design. Through proactive coordination with EMWD, Southern California Edison, Southern California Gas Company, and telecommunications providers, we will minimize design changes during later project phases and reduce the potential for construction delays.

Upon completion of environmental clearance and preliminary engineering, our team will advance the preferred alternative into final Plans, Specifications, and Estimates (PS&E). Roadway, bridge, drainage, utility, traffic control, signing, striping, and electrical improvements will be developed concurrently to ensure a coordinated design. Throughout final design, we will maintain a strong focus on quality management, constructability, agency coordination, and cost control to deliver a complete and biddable package that supports successful construction implementation.

Critical Issue #1: Environmental Stewardship, MSHCP Compliance, and Regulatory Permitting

The Challenge: The Goetz Road Bridge Replacement Project is located within the environmentally sensitive San Jacinto River corridor, adjacent to MSHCP Criteria Cells and one of western Riverside County's most important wildlife movement corridors. The project must balance transportation improvements with protection of biological resources, jurisdictional waters, wildlife movement functions, cultural resources, floodplain features, and MSHCP conservation objectives. Environmental clearance will require coordination with multiple agencies and may involve CEQA compliance, Joint Project Review (JPR), MSHCP Consistency Analysis, DBESP documentation, biological and cultural resource studies, jurisdictional delineations, and permits from the U.S. Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, Riverside County Flood Control and Water Conservation District, and the Regional Conservation Authority. The challenge is not simply obtaining permits but identifying and addressing environmental constraints early enough to avoid schedule delays, redesign, and increased mitigation costs.



Case Road Bridge MHSCP Riparian/Riverine

WEBB's Advantage: WEBB brings extensive experience navigating environmental permitting and MSHCP compliance within the San Jacinto River corridor through projects such as the Case Road Bridge Project and numerous transportation, drainage, and flood control projects throughout western Riverside County. Our team understands the regulatory framework, environmental sensitivities, and agency expectations that influence project approvals in this region. More importantly, WEBB recognizes that environmental success is often driven by engineering decisions. Bridge alignment, bridge length, roadway profile, construction access, utility relocations, drainage improvements, lighting, stormwater treatment, and hydraulic design all influence biological impacts, permitting requirements, mitigation obligations, and agency review timelines. Because our environmental, bridge, roadway, and water resources professionals work as an integrated team, environmental compliance is incorporated directly into project development rather than treated as a separate permitting effort.

Lessons Learned and Potential Solutions: One of the most important lessons learned from the Case Road Bridge Project is that environmental permitting risks are best managed when identified early and addressed through engineering solutions. At Case Road, resource agencies requested modifications to the bridge design to better accommodate wildlife movement and habitat connectivity within the San Jacinto River corridor. By understanding agency expectations early and evaluating alternatives during project development, the team was able to avoid significant redesign efforts later in the process. WEBB anticipates similar concerns may arise on the Goetz Road Bridge Replacement Project regarding wildlife movement, conservation area protection, lighting impacts, riparian resources, and floodplain functions.

Our solution to this critical issue is to define the pressure points at the start of the process. While we cannot change the regulatory process, we can mitigate the pitfalls we have encountered on similar projects. Experience has shown that the earlier significant hurdles are identified, the greater the opportunity to either modify the design or perform the technical analyses necessary to demonstrate that a challenge can be successfully overcome. To be successful with Critical Issue No. 1, WEBB will convene our environmental specialists, bridge

engineers, roadway designers, water resources engineers, permitting experts, and City staff at project initiation to collaboratively identify environmental constraints, evaluate alternatives, and develop solutions that avoid or minimize impacts before they become permitting challenges.

Potential solutions may include refining bridge alignment and length, minimizing the construction footprint, reducing impacts to sensitive habitat areas, maintaining wildlife movement opportunities, incorporating context-sensitive lighting, optimizing stormwater treatment BMPs, and developing construction approaches that minimize impacts to riverine and riparian resources. By identifying permitting risks early and integrating environmental stewardship into engineering decision-making, WEBB will help the City streamline approvals, reduce project risk, minimize mitigation costs, and successfully advance the project through environmental clearance and permitting.

Critical Issue #2: Hydrology, Hydraulics, Drainage, and Scour

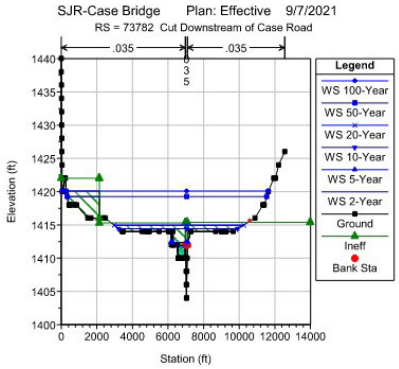
The Challenge: The Goetz Road Bridge Replacement crosses the San Jacinto River, one of Riverside County's most significant flood control and environmental corridors. The replacement bridge must safely convey major flood events while maintaining floodplain functions, accommodating existing drainage infrastructure, supporting environmental permitting requirements, and preserving wildlife movement. As a result, hydrology, hydraulics, drainage, scour, and floodplain considerations will influence bridge geometry, roadway profile, environmental clearance, utility coordination, permitting, and ultimately project cost and schedule.

A key early project decision will be establishing the ultimate design flood criteria and corresponding hydraulic design parameters. As identified in the City's RFP, the bridge profile may need to be raised to accommodate the ultimate design flood event. These criteria will directly affect bridge opening requirements, roadway elevations, utility conflicts, environmental impacts, right-of-way needs, and construction costs. Establishing these parameters early will be critical to developing a practical, resilient, and cost-effective bridge replacement solution.

Bridge scour analysis will be conducted to ensure structural integrity of proposed bridge piers.

WEBB's Advantage: WEBB brings unmatched familiarity with the San Jacinto River corridor through decades of transportation, bridge, drainage, flood control, and environmental projects throughout the watershed. Our team has worked extensively on both the Case Road Bridge Project and Riverside County Flood Control's San Jacinto River SJ-3 Project, giving us a comprehensive understanding of the river's hydraulic behavior, floodplain functions, sediment transport processes, drainage infrastructure, environmental sensitivities, and regulatory requirements. Simply put, there is no learning curve. WEBB already understands the San Jacinto River, its challenges, and the agencies responsible for reviewing improvements within the corridor.

Lessons Learned and Potential Solutions: During the Case Road environmental and hydraulic evaluations, WEBB determined that the existing bridge length was hydraulically adequate to convey the required design flood event. However, resource agencies requested a significantly longer bridge span to maintain wildlife movement and habitat connectivity within the San Jacinto River corridor. Ultimately, the replacement bridge was extended to more closely match the adjacent railroad bridge crossing, creating a wider and more functional wildlife corridor beneath the structure.



Case Road Bridge HEC-RAS Model

Based on this experience, WEBB anticipates that similar wildlife movement and habitat connectivity considerations may influence the ultimate bridge length for the Goetz Road Bridge Replacement. While hydraulic analyses will establish the minimum bridge opening needed to convey the design flood event, resource agencies may advocate for a longer structure to improve wildlife passage, reduce floodplain encroachment, and minimize impacts to sensitive resources. To address this potential challenge, WEBB will evaluate bridge opening and bridge length alternatives early in the planning and environmental process, allowing hydraulic, environmental, and permitting considerations to be addressed concurrently rather than sequentially.

Our Approach: WEBB will develop detailed hydrologic, hydraulic, drainage, and scour analyses to establish design criteria, evaluate bridge opening requirements, assess floodplain impacts, confirm compatibility with existing drainage infrastructure, and support environmental permitting. By integrating bridge engineering, water resources, environmental compliance, and agency coordination from the outset, WEBB will help the City identify potential issues early, reduce project risk, minimize redesign, streamline regulatory approvals, and develop a bridge solution that satisfies both flood control and environmental objectives.

Our direct experience on the Case Road Bridge Project and the San Jacinto River SJ-3 Project provides the City with confidence that WEBB understands not only the bridge crossing itself, but also the broader river system, flood control infrastructure, wildlife corridor requirements, and regulatory expectations that will ultimately influence project success.

Critical Issue #3: Bridge Type Selection, Utility Accomodation, Constructability, and Traffic Maintenance

The Challenge: The Goetz Road Bridge Replacement Project presents a unique combination of structural, utility, hydraulic, environmental, and traffic maintenance challenges. The existing bridge, constructed in 1970, is a six-span cast-in-place reinforced concrete slab bridge supported on multi-column piers and seat-type abutments. While the structure has served the community well for more than five decades, it is no longer adequate to support the ultimate roadway improvements

envisioned for the corridor and must be replaced with a wider, more resilient facility that accommodates future transportation and utility needs.

The proposed replacement bridge will be approximately 200 feet long, 80 feet wide, and include four travel lanes, protected multi-purpose trails, and accommodations for critical utility infrastructure. One of the most significant project constraints is the presence of a proposed 12-inch recycled waterline, 10-inch sewer force main, and 6-inch sewer force main located beneath the existing bridge. These facilities must remain operational during construction and be incorporated into the ultimate bridge configuration while minimizing impacts to utility service and construction operations.

The project also requires maintaining traffic throughout construction, minimizing impacts to the San Jacinto River corridor, and developing a bridge solution that balances constructability, cost, long-term maintenance, and environmental stewardship.

WEBB's Advantage: WEBB has teamed with Mark Thomas, one of California's leading bridge engineering firms, to provide specialized structural engineering expertise for this project. Together, our team brings extensive experience delivering bridge replacement projects throughout California, including river crossings with hydraulic constraints, environmental permitting requirements, utility conflicts, and complex construction staging.

Our team has already reviewed the existing bridge as-built plans and the latest Bridge Inspection Reports to gain an understanding of the bridge's structural configuration, condition, and replacement needs. This early effort allows us to immediately focus on evaluating bridge alternatives, utility accommodation strategies, hydraulic requirements, and construction sequencing rather than spending valuable project time becoming familiar with the existing structure.

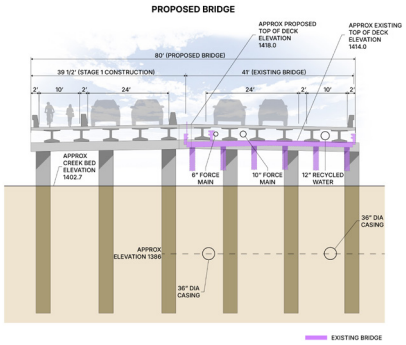
In addition, our team's recent experience on the nearby Case Road Bridge project and other San Jacinto River corridor improvements provides valuable local knowledge regarding hydraulic conditions, environmental permitting, utility coordination, and constructability considerations that will directly benefit the Goetz Road Bridge Replacement Project.

Lessons Learned and Potential Solutions: Through our experience delivering bridge replacement projects throughout California, we have learned that successful projects are driven by early decisions regarding bridge type selection, utility accommodation, and construction staging.

One key lesson learned is that utility coordination must begin during preliminary engineering rather than later in the design process. At Goetz Road, the proposed 12-inch recycled waterline, 10-inch sewer force main, and 6-inch sewer force main are critical facilities that influence bridge geometry, pier placement, and foundation design. Based on our preliminary evaluation, these utilities appear to be sufficiently deep to allow the bridge to be designed around them while maintaining service during Stage 1 construction. This creates an opportunity to minimize utility relocations, reduce construction risk, and maintain service continuity throughout much of the project.

Another important lesson learned is that bridge constructability often drives project success. Precast bridge systems reduce construction duration, minimize environmental impacts, improve worker safety, and allow traffic to be maintained more effectively than traditional cast-in-place construction methods.

For these reasons, our team recommends evaluating precast bridge alternatives as the preferred structural solution for the replacement bridge.



Utility Accommodation and Staged Construction Concept

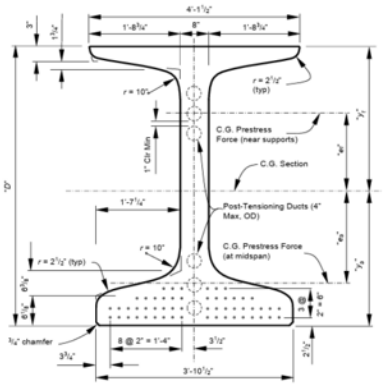
Multiple structure types are feasible for the proposed bridge. Preliminary evaluations indicate that a precast prestressed concrete (PC/PS) Voided Slab Girder structure may provide an ideal solution because its shallow depth minimizes roadway profile adjustments and reduces approach reconstruction requirements.

Bridge Type Selection

Based on our preliminary evaluation, the existing six-span bridge can be efficiently replaced with an approximately 200-foot-long, three-span bridge that improves hydraulic performance, reduces long-term maintenance requirements, and simplifies construction.

Multiple bridge types are feasible for the proposed crossing. However, a Precast Prestressed Concrete California Wide-Flange (Ca-WF) Girder structure appears to be particularly well suited for the project. Ca-WF girders are among the most efficient and economical precast girder systems used throughout California and provide excellent span capabilities while minimizing field construction activities. Because the girders are fabricated off-site and erected rapidly in the field, construction duration can be reduced while minimizing impacts to traffic and the river corridor.

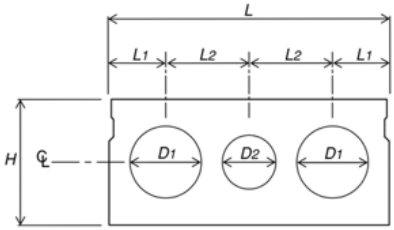
An additional advantage of the Ca-WF girder alternative is its ability to accommodate utility infrastructure within the bridge section while providing flexibility for staged construction. This makes the system particularly attractive for the Goetz Road Bridge Replacement Project.



PC/PS California Wide-Flange (Ca-WF) Girder Typical Section

A Precast Prestressed Concrete Voided Slab Girder alternative will also be evaluated during the Bridge Type Selection phase. Voided slab systems offer a shallower structural depth, which

may reduce roadway profile adjustments and approach reconstruction while maintaining required hydraulic freeboard above the design flood elevation. This alternative may provide advantages if minimizing profile changes becomes a significant project objective.



PC/PS Concrete Voided Slab Girder Typical Section

During preliminary engineering, WEBB and Mark Thomas will evaluate all feasible bridge alternatives based on structural efficiency, hydraulic performance, utility accommodation, environmental impacts, constructability, aesthetics, maintenance requirements, life-cycle costs, and overall project economics. The preferred bridge type will be selected through a comprehensive Bridge Type Selection Study that identifies the most practical and cost-effective solution for the City.

The proposed bridge is anticipated to utilize circular multi-column piers similar to the existing bridge and the recently constructed Case Road Bridge, providing visual continuity while reducing maintenance requirements. Open-end seat-type abutments are anticipated to provide a durable and economical abutment solution.

Constructability and Traffic Maintenance

Maintaining traffic throughout construction will be a critical project objective. Based on our experience with bridge replacement projects throughout California, a staged construction approach provides the most effective means of minimizing impacts to the traveling public while maintaining access through the corridor.

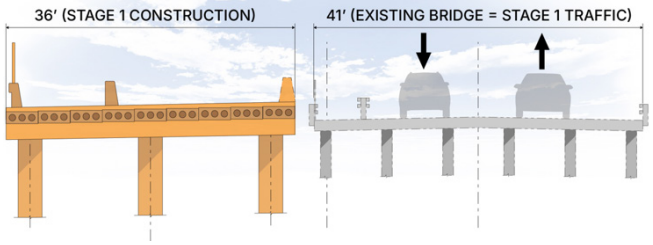
Under the proposed two-stage construction strategy, approximately one-half of the new bridge will be constructed during Stage 1 while traffic continues to operate on the existing bridge. Existing utility facilities, including the recycled waterline and sewer force mains, can remain operational during this phase.

Once Stage 1 construction is complete, traffic will be shifted onto the newly constructed portion of the bridge. The existing bridge can then be demolished and removed while the remaining bridge width is constructed during Stage 2. Utility facilities can be relocated into their ultimate configuration as necessary during this phase without significant disruption to service.

Proposed Two-Stage Construction Sequence

This approach minimizes traffic disruptions, maintains emergency access, reduces detour requirements, and allows utility services to remain operational throughout much of the construction process. Similar staging techniques have been successfully implemented on numerous bridge replacement projects and will be refined during preliminary engineering and bridge type selection.

By combining WEBB's expertise in roadway design, utility coordination, environmental permitting, and San Jacinto River corridor projects with Mark Thomas' specialized bridge

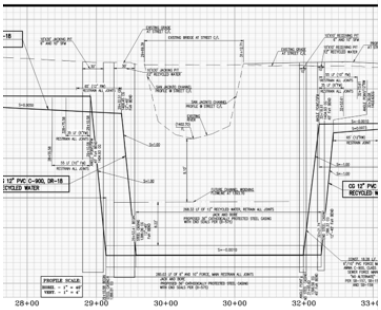


engineering capabilities, the project team will deliver a resilient, cost-effective, and highly constructible bridge replacement solution that accommodates critical utility infrastructure, minimizes impacts to the traveling public, and supports the City's long-term transportation goals.

Critical Issue #4: Utility Coordination and Utility Accomodation

The Challenge: Utility coordination will be a critical component of the Goetz Road Bridge Replacement Project, with EMWD facilities representing the most significant utility consideration affecting bridge design, construction sequencing, and long-term operations. Existing facilities include an EMWD 12-inch waterline adjacent to the bridge crossing, along with other utility infrastructure within the corridor.

Additional complexity is created by the City of Perris Regional Sewer Improvement Project and Perris Logistics Center South development, which are currently constructing a 12-inch recycled waterline, a 10-inch sewer force main, and a 6-inch sewer force main beneath the existing Goetz Road Bridge crossing. EMWD has determined that these facilities will ultimately be accommodated within the replacement bridge structure. The developer is funding the future utility relocation, while the City and/or EMWD will collect the funds and complete the utility installation as part of the bridge replacement project.



The Developer to Install Recycle Water and Sewer Force Mains Under the River

Based on our review of the available utility information, the proposed recycled waterline and sewer force mains appear to be installed at sufficient depth beneath the existing bridge crossing to avoid direct conflicts with the proposed bridge foundations. This presents an opportunity to design the replacement bridge around the existing utility alignments while maintaining uninterrupted utility service during construction. Current EMWD requirements indicate that the replacement bridge will ultimately accommodate a 24-inch casing for the recycled waterline, an 18-inch casing for the 10-inch sewer force main, and a 12-inch casing for the 6-inch sewer force main.

A key objective during preliminary engineering will be confirming utility clearances and developing a bridge configuration that allows these facilities to remain operational during construction before being relocated into their permanent bridge utility casings during Stage 2 construction. If feasible,

this approach could significantly reduce relocation costs, avoid reconstruction of recently installed infrastructure, minimize service disruptions, and simplify construction phasing.

Existing overhead utilities to be relocated within the proposed bridge structure and undergrounded.

WEBB's Advantage: WEBB has extensive experience coordinating complex water, sewer, and recycled water facilities with bridge and roadway projects throughout Riverside County. Our team has successfully delivered numerous infrastructure projects requiring close coordination with EMWD and understands their design standards, review processes, utility accommodation criteria, operational requirements, and maintenance considerations.

One of WEBB's greatest strengths is our long-standing working relationship with EMWD. We understand that successful utility accommodation requires early planning and continuous coordination throughout project development. This familiarity allows our team to proactively identify issues, streamline agency coordination, and develop practical solutions that satisfy both bridge design and utility owner requirements.

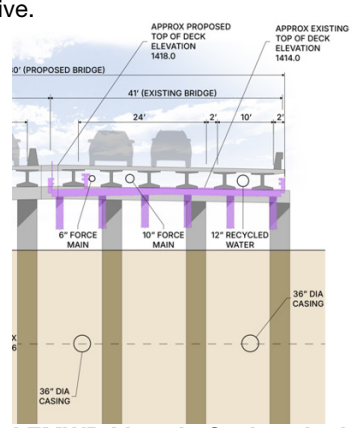
WEBB recently designed the Case Road Bridge project in the City of Perris, which required accommodation of utility facilities within the bridge structure and extensive coordination with utility owners. Through early planning and collaboration, WEBB developed utility crossing solutions that minimized conflicts, reduced future maintenance concerns, and preserved opportunities for future utility expansion. The lessons learned from the Case Road Bridge project will be directly applicable to the Goetz Road Bridge Replacement Project.

An additional advantage WEBB brings is our understanding that utility accommodation requirements play a significant role in bridge type selection and structural design. Utility facilities cannot simply be attached to a bridge after the structure has been designed. Instead, the size, number, and location of utility casings influence bridge span arrangements, girder type, superstructure depth, foundation locations, maintenance access requirements, and future expansion opportunities. WEBB will work closely with EMWD during preliminary engineering to identify the ultimate utility configuration and incorporate those requirements into the bridge alternatives evaluation and bridge type selection process.

Lessons Learned and Potential Solutions: Based on our experience delivering bridge replacement projects throughout Southern California, WEBB has learned that utility coordination is most successful when initiated during preliminary engineering rather than final design. Early identification of utility constraints allows bridge geometry, foundation locations, utility crossings, and construction staging to be developed concurrently, reducing project risk and avoiding costly redesign efforts.

Upon project initiation, WEBB will prepare a detailed utility inventory and utility conflict matrix identifying all existing and proposed EMWD facilities within the bridge corridor. We will work closely with EMWD to verify utility elevations, confirm casing requirements, evaluate foundation clearances, and establish a utility accommodation strategy that supports bridge construction and long-term maintenance.

As part of the preliminary engineering effort, WEBB will prepare preliminary utility plans through the 30% design level for the proposed recycled waterline and sewer force main accommodations within the bridge structure. This effort will allow the bridge team and EMWD to verify utility casing locations, bridge utility corridors, maintenance access requirements, and potential conflicts with structural elements before bridge type selection is finalized. By advancing the utility design concurrently with bridge planning, we can ensure that utility requirements are fully incorporated into the preferred bridge alternative.

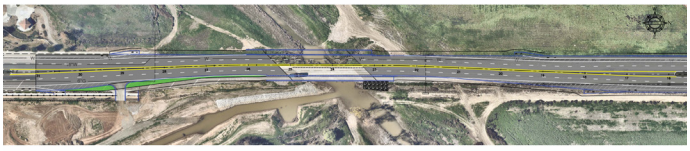


Potential EMWD Lines in Casings in the Bridge

WEBB will coordinate closely with EMWD throughout this process and obtain EMWD concurrence on the proposed utility accommodation strategy during the preliminary engineering phase. Our preliminary assessment indicates that the recently installed recycled waterline and sewer force mains can likely remain operational during construction and that the bridge can be designed around these facilities. Once the new bridge structure is constructed, the utilities can be relocated into the permanent bridge utility corridor during Stage 2 construction. This approach would preserve recently installed infrastructure, minimize service interruptions, reduce utility relocation costs, and improve overall project constructability.

The scope of this proposal includes utility accommodation planning and preliminary utility design through the 30% design level. Should the City and/or EMWD desire WEBB to prepare the final design, plans, specifications, and estimates for the utility facilities within the bridge structure, WEBB can provide a supplemental scope and fee proposal for those services at the appropriate stage of the project.

By integrating EMWD's utility requirements into bridge type selection, foundation design, and construction staging from the beginning of the project, WEBB will minimize utility-related risks and help ensure successful delivery of the Goetz Road Bridge Replacement Project.



Proposed alignment of Goetz Road with bridge widening. See exhibit in Appendix B for details.

Critical Issue #5: Goetz Road Realignment Conflict with RCA Ownership and MSHCP Conservation Area

The Challenge: The proposed Goetz Road bridge replacement and roadway realignment will need to address potential conflicts MSHCP Conservation Lands owned by the Regional Conservation Authority (RCA) and areas identified for future Conservation under the Western Riverside County MSHCP. Based on the available mapping, the green area west/southwest of Goetz Road is owned by the RCA and is protected in perpetuity for Conservation and any disturbance, regardless of the use, we expect will require the City to replace that land should it be impacted by the Project.

Additionally, east of Goetz Road is described for Conservation in the MSHCP. Disturbance to this area may require additional replacement. The impacts of the proposed bridge and realignment will be dealt with through the MSHCP Joint Project Review (JPR) process. Therefore, to control the length of time needed to get through the JPR process, The Project design must carefully evaluate the roadway alignment, bridge footprint, grading limits, drainage improvements, utilities, construction access, and staging areas to avoid and minimize impacts to conservation land and habitat connectivity along the San Jacinto River.

WEBB's Advantage: WEBB understands that this issue is more than an environmental constraint; it is a key design, right-of-way, permitting, and schedule challenge. Our team has extensive experience delivering roadway, bridge, drainage, trail, and utility projects within MSHCP constrained corridors. We understand the importance of identifying the extent of infringement onto RCA ownership, MSHCP criteria cells and as well as the regulatory waters requirements early in the project development process.

WEBB's advantage is our integrated approach. Our civil, bridge, drainage, environmental, utility, and right-of-way team will work together to develop a practical alignment that meets the City's transportation needs while reducing impacts to the MSHCP conservation areas. Our local experience with RCA, Riverside County Flood Control, EMWD, and resource agency coordination will help the City identify issues early and avoid late-stage redesign or permitting delays.

WEBB's Approach: WEBB will begin by overlaying the proposed realignment, bridge footprint, grading limits, drainage improvements, utility work, construction access, and staging areas with RCA ownership and MSHCP conservation mapping. This will allow the team to clearly identify permanent and temporary impacts and determine where the design can be refined to reduce conflicts.

During preliminary design, WEBB will evaluate alignment and bridge options that minimize encroachment into RCA-owned land and MSHCP conservation areas. This may include refining the roadway alignment, minimizing grading limits, adjusting slopes, limiting construction access, and coordinating drainage and utility improvements within the smallest feasible impact footprint.

WEBB will also coordinate early with RCA and applicable resource agencies so that they are aware of the Project's impacts and discussion of replacement standards can be identified early. If impacts cannot be fully avoided, WEBB will assist the City in identifying appropriate avoidance, minimization, restoration, replacement, compensation, or other agency-approved mitigation measures.

By acknowledging the RCA ownership and MSHCP conservation impacts early with the wildlife and resource agencies, WEBB will help the City reduce permitting risk, define mitigation requirements, maintain the project schedule, and deliver a bridge replacement project that supports both transportation improvements and the long-term conservation goals of the San Jacinto River corridor.

Scope of Work

WEBB provides this scope of work for the City of Perris in support of the Goetz Road Bridge Replacement Project over San Jacinto River. Our team brings a depth of experience in bridge design and replacement, structural engineering, hydrology and hydraulic analysis, environmental permitting, traffic engineering, and civil engineering, ensuring a comprehensive and efficient approach tailored to the project's unique requirements.

By leveraging technical expertise and a solutions-driven mindset, WEBB is committed to delivering high-quality results that align with the City's goals and project objectives.

TASK 1 - PROJECT MANAGEMENT AND ADMINISTRATION

▸ 1.1 - Project Management

We will plan, organize, direct, and monitor project work activities and resources in accordance with the contract scope, schedule, and budget for the Goetz Road Bridge Replacement project. This task involves ongoing general project management with the City, subconsultants, and stakeholders, including preparing contract documents, memos, letters, emails, and making phone calls, as well as maintaining project files. This activity commences after receipt of the Notice-to-Proceed, continues through the submittal of key final project deliverables, and concludes upon completion of construction and closeout. For this scope of work, we assume a project duration of 36 months.

▸ 1.2 Meetings and Schedule

We will schedule and attend meetings in the planning phase as follows:

a. Kick-off Meeting including Subconsultants and Agencies
b. Monthly Project Development Team (PDT) Meetings

We will schedule, chair, and prepare meeting agendas and minutes for all meetings. The agendas will be submitted to the City for review at least one working day before the meeting. The minutes will be distributed within five working days after the meeting to all attendees, all invited individuals, and the City's Project Manager. The minutes shall include, but not be limited to, a list of attendees with phone numbers and contact emails, a summary of discussion items, a decision log, utility tracking sheets, any pertinent information, action items, and follow-up to action items.

We will prepare project schedules for the major phases (Environmental Analysis, Preliminary Engineering, Final Design, Utility Coordination, and Construction Support) utilizing Microsoft Project. The project schedules will be divided into tasks and subtasks in full detail, including, but not limited to, City review timelines, critical path activities, and outside dependencies such as permits, utilities, and third-party agencies.

▸ 1.3 - Coordination with Subconsultants and Agencies

We will coordinate the Goetz Road Bridge Replacement project with the City of Perris, RCFC&WCD, subconsultants, and other agencies, including EMWD, SCE, SoCalGas, and communications providers. We will maintain project files and prepare memos, letters, emails, and other communications necessary to manage the project and support timely environmental approvals and design development.

❒ Deliverables

- ☑ Project Management
- ☑ PDT Meetings (assumption of 36 meetings)
- ☑ Meeting Agendas and Minutes (electronic)
- ☑ Monthly Status Reports (electronic)
- ☑ Project Schedules (three)
- ☑ Monthly Invoices

TASK 2 - UTILITY RESEARCH AND COORDINATION

▸ 2.1 - Data Compilation and Site Visit

We will contact Dig-Alert to secure an official ticket with contact information for all known utilities within the Goetz Road Bridge Replacement project limits. Record request forms will be sent to all utility owners requesting as-built facilities and available record drawings. Additional research will be performed with the City, EMWD, SCE, SoCalGas, and communications providers to identify the locations and potential existence of public and private utility facilities within the project limits. This will include water and sewer facilities, electrical distribution lines and poles, gas lines, and communication infrastructure. Research will also include the newly constructed facilities along Goetz Road from TPM 38518 (Perris Logistics Center South).

Upon compiling as-built information from utility owners, we will conduct a site visit to identify all existing improvements shown on the as-builts, verify their accuracy, and note facilities such as manholes and valves identified in the as-built plans but not visible in the field. These conditions will be flagged and sent to our project survey team. Additionally, follow-up discussions with the Utility Owners will occur for these cases to determine whether past improvement projects inadvertently paved over manhole/valve covers or adjusted utility locations without updated records.

▸ 2.2 - Utility Conflict Mapping and Utility Relocation Coordination and Agreements

We will utilize as-built data and maps obtained from the utility companies to prepare existing utility base mapping and identify all utilities on the plans within the project limits. The utility mapping developed for the PS&E will be verified through topographic surveys.

During the design development, high- and low-risk facilities will be identified, and a Utility Conflict Matrix will be developed to record the findings and begin coordinating with the utility owners. We will provide all correspondence and communication efforts to the City upon completion of the final design.

Coordination with SCE

- Provide coordination with SCE for street improvement and bridge construction along Goetz Road.
- Provide CAD files and improvement plans to SCE to facilitate their review and relocation design, as needed.
- Assist the City with preparing cost estimates and agreements for any electrical relocations.
- Review SCE's potential design and incorporate changes into the street and bridge improvement plans.
- Prepare all required SCE applications for submittal, including service relocations, underground services, and/or new services for streetlights.

Coordination with EMWD

- Provide coordination with EMWD for work impacting water, recycled water, and sewer facilities.
- Provide coordination with EMWD for relocation and adjustment of manhole covers, water valve covers, and air-vacs within the impacted areas of Goetz Road.
- Assist the City and EMWD in preparing relocation and betterment agreements, as applicable.
- Coordinate with EMWD for review and approval of improvements within EMWD easements and for any facilities impacted by roadway, bridge, and associated improvements.

Coordination with SoCalGas, Charter, Verizon, and Other Utility Companies

We will assist the City with Utility Conflict Mapping. We will perform the typical "ABC" process of utility letters, which includes:

- **Utility "A" Letter:** Record request forms will be sent to each utility to request as-built mapping of their facilities as discussed in Task 3.1 above.
- **Utility "B" Letter:** Maps showing the utility mapping and the proposed improvements will be sent to the utility companies for verification.
- **Utility "C" Letter:** Final plans, along with a letter, will be sent to the utility companies showing the existing utilities and the final design.

We will identify all known utilities that potentially conflict with the planned project improvements and determine special requirements for facilities, including protection, relocation, right-of-way easements, and construction constraints. We will meet with utility companies and assist them with preparation of utility relocation plans, contracts, and letters of agreement. We will coordinate with utility companies to schedule utility relocations before the start of construction, where feasible, and to sequence relocations with the City's construction phasing.

▸ 2.3 - Utility Potholing

Potholing will be performed to locate utilities that may pose conflicts in high-risk areas, including where drainage facilities, bridge work, EMWD water/sewer improvements, multi-use paths, and other underground facilities are proposed. We have retained an underground investigation subconsultant to determine the depths, material types, and sizes of known critical facilities. Upon completion of all pothole services, the project survey team will be notified to field- survey each potholed location. It is assumed that a maximum of 20 potholes, distributed at critical conflict locations along Goetz Road, will be performed for this project and are included in the scope of work; this assumption can be refined in coordination with the City during design.

❒ Deliverables

- ☑ Records obtained from the City and outside agencies
- ☑ Utility locations shown on the base mapping
- ☑ Certified List of Utilities per Dig-Alert
- ☑ Utility Conflict Mapping Procedure ("ABC" Letters)
- ☑ Utility Exhibits, Contracts, Agreement Letters
- ☑ Utility Pothole Field Surveys and Summary

TASK 3 - SURVEYING AND BASE MAP PREPARATION

▸ 3.1 - Field Topographic Survey

Our survey subconsultant will perform the following tasks before the commencement of field surveying activities:

- Field locate and recover an existing benchmark and establish a survey datum for the project. Vertical datum shall be based on the North American Vertical Datum of 1988 (NAVD88), and Horizontal control will be North American Datum of 1983 (NAD83) State Plan Coordinates, Zone VI, unless otherwise requested.
- Conduct field topographic survey of project limits to obtain existing ground surface elevations along Goetz Road, extending 200 feet beyond the right-of-way on both sides of the street, to include existing curb, gutter flowline, crown line, edge of pavement, ADA ramps, driveways, median, meters, catch basins, utilities boxes/vaults, overhead utility lines, walls, fence, landscaped areas, streetlights, and utility poles, also to include existing bridge features, piers, slab, walls, channel area under bridge, abutments, etc.
- Provide a minimum 1" = 40' scale digital topographic survey of the project areas with one-foot contours.
- Process and draft field survey data and prepare electronic CAD files for the existing ground features (FT) file, Civil 3D existing ground surface (TO) file, and existing plan (XP) file for design teams' use

▸ 3.2 - Alignment / ROW Mapping

- Utilizing available public records research tools, research and compile reference materials pertaining to the alignment, including reference Record Maps, Corner Records, Tie Sheets, Right-of-Way, and Easement Documents.
- Perform a field survey to locate and recover existing survey monuments and establish survey control for the project. Horizontal control and basis of bearings shall be based on the California State Plane Coordinate System, North American Datum of 1983 (NAD83), Zone VI.
- Utilizing available record data obtained from public records research, together with copies of deeds/right-of-way dedications provided by the City of Perris, analyze and map the right-of-way lines for the project alignment and compare the measured right-of-way distances to record distances to ensure reasonable horizontal control (if record distances are not available, measured distances to the adjacent record monuments will be shown).
- Prepare a base map delineating existing right-of-way lines obtained from our records research, field survey data, and documents provided by the City of Perris. Documents used to establish property/right-of-way lines will be noted.

Right-of-Way will be mapped based on available record data. Existing right-of-way dedicated by separate document(s) shall be provided by the City of Perris. Cost to obtain and provide Title Reports to identify and obtain right-of-way documents is not included in this scope of work.

This scope of work does not include a record of survey. If it becomes necessary to file a record of survey and/or set survey monuments, separate authorization will be needed.

❒ Deliverables

- ☑ TO CAD file with Civil 3D surface for design
- ☑ XP CAD file with existing planimetric linework
- ☑ Electronic PDF of Alignment/ROW Survey
- ☑ PB CAD file with existing ROW, easements, and centerlines for design

TASK 4 - RIGHT OF WAY ANALYSIS

▸ 4.1 - Right of Way Analysis

We will use the right-of-way and topographic information gathered and assembled in Task 3 to prepare a preliminary (30%) design of the project improvements. The proposed improvements will be digitally overlaid on the existing right-of-way boundaries to determine impacts to the right-of-way. In addition, areas for potential temporary construction easements, permanent utility easements, and permanent roadway easements will be determined. An exhibit will be prepared at 1"=40' scale to illustrate right-of-way impacts and easements, along with the approximate square footage of each. Square footage to be shown per impacted parcel with separated areas for right-of-way impacts and easement areas.

Right-of-way acquisition activities, legal and plat preparation, offer package preparation, and appraisals are not included in this scope. Once right-of-way impacts are finalized during design, a separate scope and budget can be prepared upon the City's request.

❒ Deliverables

- ☑ Right-of-way impact exhibit in PDF format

TASK 5 - GEOTECHNICAL ANALYSIS

Our geotechnical subconsultant, EMI, will perform the following tasks as part of their geotechnical analysis for the Goetz Road Bridge.

▸ 5.1 - Preliminary Foundation Report

EMI will prepare a Preliminary Foundation Report (PFR) to provide preliminary geotechnical recommendations to assist structural designers during Bridge Type Selection. This PFR will be prepared using the available subsurface data, and the format will be in accordance with the current Caltrans Guidelines.

▸ 5.2 - Geotechnical Investigation

Per AASHTO requirements, one soil boring is required at each bridge support location where the substructure width is less than 100 feet. Four borings are proposed: one 70-foot-deep boring near each abutment and one 100-foot-deep boring near each proposed pier. The pier boring will be advanced through the existing bridge deck. In addition, two shallow hand-auger borings, each less than 5 feet deep, will be performed, with one boring on each side of the bridge. The proposed exploration depths may be extended if refusal is encountered prior to reaching the planned depth. The boreholes will be excavated using a track- or truck-mounted drill rig. Asphalt cold patch or rapid-set concrete will be used to restore disturbed pavement or bridge deck areas.

EMI will prepare a boring location plan, and this plan will be used to secure an encroachment permit from the City of Perris. Any other permits, if required, will be secured by WEBB in conjunction with the City.

EMI field personnel will collect soil samples for laboratory testing, including bulk samples of shallow soils, and small disturbed and relatively undisturbed ring samples of deeper soils. The small disturbed and relatively undisturbed soil samples will be collected using split-spoon samplers at a vertical interval of about 5 feet, alternating between the Standard Penetration Test (SPT) sampler and the Modified California Drive (MCD) sampler. Samples of subsurface soils will be logged during the field investigation, secured in their containers or collected in plastic bags, and transported to the EMI laboratory.

▸ 5.3 - Laboratory Testing

Borehole field logs will be reviewed to select representative soil samples for laboratory testing. Various laboratory tests will be performed on soil samples to determine or derive their physical and engineering characteristics. Anticipated laboratory tests include: in-situ density and moisture content, grain size, direct shear, UU triaxial, consolidation, and soil corrosion tests. Laboratory tests will be conducted in general accordance with American Society for Testing and Materials (ASTM) standards or California Test methods.

▸ 5.4 - Geotechnical Engineering Analyses

Results from field investigations and laboratory testing will be used to characterize subsurface soils and conditions and to create idealized soil profiles for design purposes. The following analyses will be performed for the project:

- Evaluation of seismicity and estimation of Peak Ground Acceleration based on the Caltrans design criteria, and recommendation of an ARS curve for bridge structural design.
- Assessment of soil liquefaction potential, seismic settlement, and lateral spreading.
- Foundation analysis for a bridge.
- Evaluation of soil corrosivity conditions and recommendations for mitigation measures.
- Design of pavement structural section in accordance with the Caltrans method.

▸ 5.5 - Foundation Report Preparation

EMI will prepare a Foundation Report to provide bridge foundation design and construction recommendations. EMI will address any comments resulting from the City of Perris review and prepare a final Foundation Report.

❒ Deliverables

- ☑ Preliminary Foundation Report
- ☑ Boring Location Plan
- ☑ Draft and Final Foundation Report

TASK 6 - VEHICLE MILES TRAVELED SCREENING

▸ 6.1 - VMT Analysis

It is expected that the project will screen out from conducting a full VMT modeling analysis per the City's adopted VMT guidelines. This is due to the short-length widening improvements, the inclusion of active transportation facilities, and conformance with the General Plan. A VMT screening memo will be prepared, including a project overview and description, a VMT screening threshold analysis, and a conclusion on the screening results.

An optional task for VMT modeling analysis is provided if it is determined that the project does not qualify for a full VMT modeling analysis.

❒ **Deliverables**

☑ VMT Screening Memo

TASK 7 - ENVIRONMENTAL DOCUMENTATION

▸ 7.1 - Environmental Kickoff Meeting

WEBB will prepare an agenda and coordinate the Environmental kickoff meeting for the project; which may be a separate meeting from the overall Kickoff meeting with engineering teams. This meeting will also include the Team biologists from ECORP to discuss site access, survey timing as well as to discuss the MSHCP compliance issues.

❒ **Deliverables**

☑ Environmental kickoff meeting agenda

▸ 7.2 - Project Description (WEBB)

Once the City has conceptually approved the PDR, WEBB's Environmental team will compile a detailed Project Description for review and approval by the City. The Project Description will be used as the basis for the technical analyses outlined in Task 3, as well as the basis of the Initial Study in Task 4. When the Project Description is approved by the City, the environmental scope of work outlined in Task 4 will commence. The only Technical studies that can start before the Project Description has been approved are Tasks 3.2 through 3.4.

❒ **Deliverables**

☑ Project Description

▸ 7.3 - Technical Studies (WEBB)

The following technical studies will need to be prepared to address the proposed Project. Based on the City's Guidelines, we have determined that the bridge replacement would be exempt from having to perform vehicle miles traveled (VMT) analysis. Therefore, no VMT quantitative analysis is included based on this assumption. Detailed scopes of work are provided in Appendix A.

- 7.1 Air Quality/Energy/Greenhouse Gas Study
- 7.2 MSHCP Consistency Analysis and Report (ECORP)
  - » 7.2.1 Focused Plant Surveys
  - » 7.2.2 Focused Burrowing Owl Surveys
  - » 7.2.3 Crotch's bumble bee Surveys
- 7.3 DBESP (ECORP)
- 7.4 Jurisdictional Delineation (ECORP)
- 7.6 Cultural Resources Assessment and Paleontological Memo (Applied Earthworks)

❒ **Deliverables**

☑ Project Description

▸ 7.4 - Initial Study/Mitigated Negative Declaration

WEBB will prepare an Initial Study Checklist with the approved project description in Task 2 and the technical studies outlined above in Task 3. It is assumed the Project will be able to mitigate potentially significant impacts to below a level of significance; therefore, a Mitigated Negative Declaration (MND) is anticipated. Should there be any impacts that cannot be mitigated, and an Environmental Impact Report is required, WEBB will notify the City so that a change in contract authorization can be prepared.

Two rounds of review of the MND are included in our scope of screen check drafts. One "proof" copy of the MND will be provided for the City to approve for the release of the 30-day Public Review period. The following scope will be completed by WEBB:

- Prepare Initial Study Checklist/MND; up to 2 Screen checks included; more screen checks will require a Change Order.
- Prepare Notice of Intent to Adopt a Mitigated Negative Declaration (NOI) and Notice of Completion (NOC) for filing at the State Clearinghouse website and County Clerk's office.
- Prepare distribution list for City to approve
- Mail/disseminate the NOI to up to 30 recipients to be sent via FedEx
- Prepare response to comments (not exceeding a total of 30 responses requiring more than "no comment"; regardless of how many letters received)
- Prepare a Mitigation Monitoring and Reporting Program (MMRP)
- Prepare a Final MND which includes the response to comments, MMRP, and public review MND. Up to 2 screen checks are included; more screen checks will require a Change Order.
- Prepare Notice of Determination (NOD) for City to sign; file within 5 days of City adoption of the MND. WEBB will file NOD with the State Clearinghouse and the County Clerk.
- Up to 120 hours allocated for meetings and coordination with the WEBB engineering team and the City. Once this hour allocation is exceeded by the Environmental Team, a Change Order will be required.

❒ **Deliverables**

☑ Initial Study Checklist
☑ Mitigated Negative Declaration
☑ Notice of Intent and Notice of Completion
☑ Distribution List
☑ Response to Comments
☑ Mitigation Monitoring and Reporting Program
☑ Final Mitigated Negative Declaration
☑ Notice of Determination

▸ 7.5 - Regulatory Permitting (WEBB)

After the NOD is filed as described in Task 4 and based on the findings of the Jurisdictional Delineation (Task 3.4) and the engineering designs of the PDR, WEBB will prepare and submit the regulatory permit applications with the appropriate agencies. We anticipate approvals from the following agencies will be required: U.S. Army Corps of Engineers pursuant to Section 404 of the Clean Water Act for discharges of dredge or fill to Waters of the U.S.; Santa Ana Regional Water Quality Control Board (RWQCB) pursuant to Section 401 of the Clean Water Act; and California Department of Fish and Wildlife (CDFW) pursuant to Section 1600 et seq. of the Fish and Game Code for impacts to riparian and streambed habitat. Certain technical studies prepared for the 30% design including hydrology/hydraulic studies, biological surveys, and engineering designs will be included in the permit applications. The RWQCB application requires preparation of an Alternative Analysis, Temporary Impacts Restoration Plan, and Draft Compensatory Mitigation Plan, which are included in our budget. The application fees associated with the CDFW and RWQCB applications will be requested separately and are not included in this budget. The City will review, approve, and sign each application before submittal. WEBB will track the reviews of each permit and follow-up on a regular basis with each regulatory agency. Once the approvals are secured, this task is completed. This task does not include additional studies associated with offsite permittee-responsible mitigation, long-term management plans, habitat mitigation and monitoring

plans, mitigation negotiations, or construction reporting to the regulatory agencies. This budget also assumes that Goetz Road Bridge was not constructed as (or funded as) a federal Civil Works Project and therefore does not include a Clean Water Act Section 408 Permit.

❒ **Deliverables**

- ☑ Regulatory Permit Applications

TASK 8 - HYDROLOGY AND HYDRAULIC ANALYSIS

Bridge Crossing Design - The bridge design for the project is envisioned to include a longer span and a raised profile to accommodate a 10-Year flood condition while minimizing impacts to environmentally sensitive areas.

▸ 8.1 - Hydrology Analysis

WEBB will prepare an updated hydraulic analysis of the watershed. The preparation of such a study will include the following elements:

a. Watershed and Subarea Delineation

b. Ultimate Land Use Analysis

c. Existing and Proposed Detention Basin Analysis

d. NOAA 14 Rainfall Analysis (will use NOAA 2 if directed by the City and RCFC&WCD)

e. HEC-HMS Model Development

f. Exhibit Preparation

g. Hydraulic Analysis Report

▸ 8.2 - Hydraulic Analysis

Consistent with the Structure Type Selection Report, we will evaluate two different structure types for the proposed bridge. For both alternatives, we will evaluate:

i. Bridge Hydraulics - a two-dimensional HEC-RAS model will be prepared to evaluate existing conditions and each alternative. If a unit hydrograph is available, we will utilize it for each alternative. If not available, we will run the model in quasi-steady state, simulating the peak flow rate until it reaches equilibrium.

ii. Bridge Scour Analysis - WEBB will prepare scour calculations using HEC- 14 methodologies and the soil sample analysis prepared with the geotechnical study.

iii. Opinion of Probable Cost - WEBB will prepare an Opinion of Probable Cost for each alternative based on our construction cost database.

iv. Alternatives Analysis Report - WEBB will prepare an Alternatives Analysis report for the two bridge crossing alternatives. Based on the results, WEBB will recommend a Preferred Crossing Alternative to the City for this project.

▸ 8.3 - Bridge Hydrology and Hydraulic Report

A Hydrology and Hydraulic Report will be prepared to provide Engineering Backup for bridge design. It is anticipated that a draft report will be submitted with the 60% Submittal and a final report with the 90% Submittal.

❒ **Deliverables**

- ☑ Hydrology Review Memorandum
- ☑ Bridge Scour Analysis Results
- ☑ Opinion of Probable Cost for the East alternative
- ☑ Alternatives Analysis Report
- ☑ Bridge Hydrology and Hydraulic Report (Draft and Final)

TASK 9 - PRELIMINARY ENGINEERING (30% DESIGN)

▸ 9.1- Structure Type Selection Report

Mark Thomas will prepare a Structure Type Selection Report to assist the City in determining the best-suited structure type for the Goetz Road Bridge Replacement. The Type Selection Report will discuss geotechnical, hydraulic, seismic, constructability, aesthetic, utility, and drainage issues related to the structure. Existing bridge as-built plans and Bridge Inspection Reports (BIR) will be reviewed. Two different structure types will be considered in the report, which will include a General Plan, Foundation Plan, and General Plan Estimate for each structure alternative. It is assumed that one round of City comments will be addressed.

❒ **Deliverables**

- ☑ Structure Type Selection Report

▸ 9.2 - Preliminary Street and Grading Design (30%)

WEBB will utilize all gathered topographic, utility, right-of-way, and bridge design information to prepare preliminary street and grading plans. Street alignment and roadway geometrics will be per the latest edition of the Caltrans Highway Design Manual to ensure adequate radii and design features are incorporated for safety and user comfort. It is expected that the proposed Goetz Road realignment will tie in front of Goetz Park to the south and several hundred feet north of the end of Perris Logistics Center South's currently ongoing widening project. Preliminary street and grading plans to be at 1"=40' scale and include the proposed street alignment, bridge structure, proposed trails and sidewalk locations, approximate extent of roadside grading, roadway centerline profile, existing right of way, and key dimensions.

❒ **Deliverables**

- ☑ 30% Street and Grading Plans

▸ 9.3 - Preliminary Signing and Striping Design (30%)

WEBB will prepare preliminary striping plans for the project, including up to 100' beyond the expected end of roadway improvements. Striping designs to be per the latest California MUTCD to ensure roadway marking consistency and user safety. Signage is not expected that proposed signage will be a part of these plans. Preliminary signing & striping plans to be at 1"=40' scale and include the proposed striping layout with curve and taper dimensions, pavement markings, accurate striping line types, and lane width dimensions.

❒ **Deliverables**

- ☑ 30% Striping Plans

▸ 9.4 - Preliminary EMWD Water and Sewer Force Main Design (30%)

WEBB will prepare preliminary plans for the relocation and realignment of the EMWD 12" waterline, 10" sewer force main, and 6" sewer force main. These three lines will be raised to properly attach to the proposed bridge structure. In

addition, the lines will be realigned to fit between the bridge girders. Plans will be prepared at 1"=40' scale and include pipe alignment, pipe encasement sizing, angle point locations, potential blow off and air vac locations, and pipe profiles. Design to be per latest EMWD standards and requirements.

❒ **Deliverables**

☑ 30% EMWD Water and Sewer Plans

TASK 10 - COMMUNITY OUTREACH

▸ **10.1 - Community Outreach Coordination**

The full extent of community outreach is currently to be determined. However, it is expected that an effort to coordinate with the City regarding outreach scope, area, and any community outreach meetings and activities will be required. Per the Q&A dated May 27, 2026, 8 hours of coordination effort have been assigned to this task.

❒ **Deliverables**

☑ Coordination with the City

Phase 2

TASK 1 - PLANS, SPECIFICATIONS, AND ESTIMATE (65%, 95%, AND 100%)

We will prepare a complete set of construction plans for the proposed Goetz Road Bridge Replacement project. The City will review plans at 65%, 95%, and 100% (or as otherwise directed). Final plans shall be submitted in an "D"- size (24" x 36") electronic submittal in CAD and PDF formats. We will prepare project technical specifications for the proposed improvements for the City's review with the 95% and 100% PS&E submittals. Specifications shall be prepared in a City-approved format and include the bid schedule. The City will provide the front-end bid documents, contract, and general provisions.

We will provide an Engineer's Estimate of probable construction costs with the PS&E submittals. The estimates will be prepared in Microsoft Excel and include sufficient bid items, approved by the City, for contractors to properly bid on the intended scope of work. The scope of work for this task consists of the following:

▸ **1.1 - Street, Drainage, and Grading Improvement Plans**

The improvement plans will show existing roadway improvements, driveway approaches, edge of pavement, sewer manholes, water valve and gas valve lids, electrical vaults, air-vacs, cross gutters, pedestrian ramps, curb returns, and underground utilities. New improvements include curbs, gutters, sidewalks, multi-use trails, street and drainage facilities, medians, and all facility or structure adjustments to be performed by the contractor (including water valves, gas valves, sewer manholes, communications manholes, electrical manholes, etc.). All relocations, reconstructions, or modifications shall be shown in full tone with appropriate construction notes, detail references, or standard plan references. Curb access ramps and driveways within the project limits shall be upgraded to comply with the latest ADA standards. Construction notes will be arranged so the first notes are "protect in place," followed by "removal" notes, and ending with the actual work. Notes of a similar nature will be grouped together.

Roadway cross sections at key locations will be provided. Demolition plan sheets and notes will be separate from the improvement plan sheets for clarity. Design details for all ADA curb ramps, driveways, and key locations will be provided and include elevations, grades, and tie-in points. Grading areas will be shown with slope elevations and grades. Roadway centerline and top-of-curb profiles will be provided for all roadway improvement areas. Roadway improvement plans to tie into separate proposed bridge structure plans.

A drainage report will also be prepared and submitted with the plans at each submittal to support the street drainage design. It will include street hydrology, street capacity, inlet sizing calculations, and pipe hydraulic calculations per City and County requirements.

A TPG report will be prepared and submitted to the City for review at each plan submittal. The project is not required to prepare a Water Quality Management Plan (WQMP). However, as a transportation project, it is still required to reduce the discharge of pollutants to the Maximum Extent Practicable (MEP). For this project, the right of way is constrained, and there is a limited area within the right of way available for water quality treatment features. Therefore, it is assumed that water quality requirements will be met by providing catch basin inserts. This approach has been accepted to meet the MEP requirement of the Riverside County Transportation Project Guidance (TPG) Document.

There are no existing storm drain facilities south of the bridge to capture street flows. The planned MDP facility Romoland Line A-15 is within the project area and is proposed to outlet into the San Jacinto River. Since the bridge replacement project will impact the street, curb, and outlet areas, it is proposed to construct a portion of the ultimate A-15 line and the outlet structure at this time to simplify construction and minimize disruptions in the future. In addition, the drainage facilities will capture street flows near the low point which are currently left to drain into the dirt shoulders.

The street and drainage improvement plans will typically include:

- Title Sheet
- Construction Notes
- Standard Project Notes
- Typical Cross Sections
- Existing Utilities 1" = 40'
- Demolition Plans 1" = 40'
- Street Improvement Plans and Profiles 1" = 40'
- Drainage Improvement Plans and Profiles 1" = 40'
- Curb Return / Ramp Details 1" = 10'
- Driveway Details 1" = 10'
- Construction Details 1" = 10'

▸ **1.2 - Structure Design**

Mark Thomas will prepare structural calculations and plans for the selected bridge alternative. For the purposes of this scope of work, it is assumed that replacement with a three-span, precast concrete slab bridge on circular multi-column pier is the preferred structure alternative. The structure design will be in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition, with the California Amendments and Caltrans Seismic Design Criteria, Version 2.1. The 2026 Caltrans Standards and current versions of the Caltrans Structure Technical Policies and Bridge Design Manuals will be used. Bridge alignment will be coordinated with the adjacent street improvement design plans. It is assumed that the following plan sheets will be prepared:

Sheet Description	# of Sheets
General Plan	1
Index To Plans	1
Stage Construction Plans	1
Foundation Plan	1
Abutment Layout	2
Abutment Details	3
Pier Layout	1
Pier Details	3
Typical Section	1
Girder Layout	1
Girder Details	3
Drainage Details	1
Railing Details	1
Sidewalk Joint Details	1
Miscellaneous Details	1
Log of Test Borings	3
Total Structure Sheets	25

▸ 1.3 - Structure Independent Check (95% Plans)

City comments from the 65% submittal will be addressed and incorporated into the 95% design. Responses to comments will be prepared and submitted.

Mark Thomas will perform an independent design check of the structure in conformance with Caltrans bridge design procedures. The independent check will be completed by an engineer who was not involved in the original design of the structure. Calculations will be performed to check the bridge layouts and structural integrity. Upon completion of the independent check, discrepancies between the designer and checker will be reconciled, and the plans will be updated.

▸ 1.4 - Signing and Striping Plans

Signing and striping plans shall be prepared in a 1" = 40' scale format and will show existing and proposed striping, pavement legends, sign types and locations, and all other ancillary details. Bicycle improvements will be incorporated to provide smooth transitions between differing bicycle facility types. The corridor improvements will also be analyzed to determine if additional warning signage is needed for curves and driveways. The signing & striping plans will conform with Caltrans Standard Plans and Specifications, CAMUTCD standards, and the City of Perris' most current design standards.

▸ 1.5 - Street Light Plans

Visual Concepts will conduct a photometric analysis of Goetz Road and the proposed bridge to determine street light locations. A plan will be prepared at 1"=40' scale showing existing and proposed street light locations, service pedestal locations and power sources, conduit runs, pull boxes, and construction quantities. It is anticipated that the proposed street lights will follow the City and Caltrans standards for equipment and construction. Plans will be prepared for the 65%, 95%, and Final submittals. Cost estimates and specifications for street lighting will be provided at the 95% and Final submittals.

▸ 1.6 - Technical Specifications

The City of Perris will provide its boilerplate Specifications and Technical Provisions in Microsoft Word format. We will compile the project specifications, including the project-specific scope of work in the Technical Specifications, and provide Special Technical Provisions beyond the City's standard Technical Provisions, as needed. WEBB will provide a bid schedule, special provisions, and technical specifications at the 95% and Final submittals. The specifications shall be signed by a civil engineer registered in the State of California, certifying that the specifications are complete and ready for bidding. The latest edition of the Caltrans Standard Specifications will be used on the project.

▸ 1.7 - Construction Cost Estimate

We will provide a construction quantity and cost estimate with each set of plans submitted. The unit costs shall be based on the most recent cost information for similar projects in the area, compiled by us and approved by the City. The estimated items of work with quantities shall include, but not be limited to, itemizing all removals, clearing and grubbing, relocations, bridge structures, sidewalk, curb and gutter, driveway approaches, asphalt concrete (AC), utility improvements, application/painting of pavement legends and striping, signs, traffic control, street lights, and drainage improvements. The estimates will also include probable costs for utility relocations, right-of-way, and temporary construction easements.

❒ Deliverables

- ☑ 65%, 95%, and Final Street, Drainage, and Grading Improvement Plans
- ☑ 65%, 95%, and Final Structure Plans
- ☑ 65%, 95%, and Final Signing & Striping Plans
- ☑ 65%, 95%, and Final Street Light Plans
- ☑ 95% and Final Technical Specifications and Special Provisions
- ☑ 65%, 95% and Final Construction Cost Estimates

TASK 2 - BID AND CONSTRUCTION SUPPORT (T&M)

WEBB will support the project throughout the bidding process and construction to ensure the project is completed smoothly and successfully. It is assumed the City will pay for Tribal Monitoring, if required.

▸ 2.1 - Pre-Bid Meeting

WEBB will attend up to 1 pre-bid meeting with the City, prospective bidders, and other stakeholders to provide background on the project and answer any questions. It is expected that the pre-bid meetings will be held at Perris City Hall or at the project site.

▸ 2.2 - Response to Bidders' Inquiries

WEBB will provide official electronic responses to bidder inquiries during the bidding period. It is expected that the City will facilitate the receipt and distribution of questions and responses. WEBB aims to provide responses to inquiries within 48 hours of receipt. Addenda to the PS&E documents will be prepared during the advertisement period, if required.

▸ 2.3 - Pre-Construction Meetings

WEBB will attend up to 1 pre-construction meeting with the City, contractors, and other stakeholders to provide technical support and information and to answer any questions. It is expected that the pre-construction meetings will be held at Perris City Hall or at the project site.

▸ 2.4 - Review Equipment and Materials Submittals

WEBB will review equipment and material submittals (up to 20) throughout the course of project construction. Reviews will verify submittal compliance with plans, specifications, and the intent of the project. It is expected that the City will facilitate

the receipt and distribution of the submittals. WEBB aims to provide submittal review responses within 72 hours of receipt.

▸ 2.5 - Response to RFIs and Contractor Change Orders

WEBB will respond to contractor RFIs and change orders (up to 10) throughout the course of roadway construction. Mark Thomas will respond to contractor RFIs (up to 6) and change orders (up to 2). It is expected that the City will facilitate the receipt and distribution of RFIs, change order requests, and responses. WEBB aims to provide RFI responses within 72 hours of receipt and change order responses within 96 hours of receipt.

▸ 2.6 - Final Record Drawings

WEBB and Mark Thomas will review contractor markups and RFIs upon receipt at the end of construction. WEBB and Mark Thomas will conduct field reviews of the project to verify conditions and deviations from the plans. We assume no responsibility for the accuracy of the information provided by the contractor. WEBB and Mark Thomas will prepare as-built record drawings of the plans and submit them to the City within 45 days of receipt of markups.

▸ 2.7 - Resident Engineer Pending File

Mark Thomas will compile the necessary documents to be included in the RE Pending file, including the typical information below:

- Joint Movement Rating Calculations for bridge expansion joints (using Caltrans Form DSD-D-0129) prepared in accordance with Bridge Memo to Designers.
- Quantity summary sheets for Bar Reinforcing, Concrete, Piles, Miscellaneous Metal, Structure Excavation, and Structure Backfill. Summary sheets are prepared in accordance with Bridge Design Aids.
- Special instructions or information from the Designer to the Resident Engineer/Structure Representative. As a minimum, this should include the following:
  - » The intent of the designer where misinterpretation of contract documents is possible
  - » Alerts to details or sequences.
- As-Built plans for existing structures.
- 1” = 4’ Deck Contour Plots (4-Scales) prepared in accordance with Bridge Memo to Designers

❒ Deliverables

- ☑ Attendance at Pre-Bid and Pre-Construction Meetings
- ☑ Responses to Bidder Inquiries
- ☑ Review Equipment and Materials Submittals
- ☑ Responses to Contractor RFIs and Change Order Requests
- ☑ Final Record Drawings
- ☑ Resident Engineer Pending File

TASK 3 - OPTIONAL ITEMS

▸ 3.1 - Vehicle Miles Traveled Modeling

If required by the City, a VMT modeling analysis will be conducted to determine the VMT impacts from adding roadway capacity. VMT modeling is to utilize the latest version of RIVCOM, as provided by WRCOG. The model will be updated to reflect the “With Project” conditions. Analysis scenarios include Base Year (2018) with and without Project, along with Future Year (2045) with and without Project. The results of the model runs will be compared with the City of Perris’ baseline VMT thresholds, per the City’s adopted VMT guidelines. If necessary, appropriate mitigation measures to reduce VMT impact will be recommended per the latest CAPCOA handbook. A VMT report will summarize the methodology, findings, and recommendations of the modeling analysis and be submitted to the City for review, comment, and approval.

Proposed Staffing Plan, Qualifications, and Organization

We have assembled a project team of highly experienced engineering and technical personnel with extensive experience with bridge replacement and infrastructure projects. Our Principal in Charge, Dilesh Sheth, PE, TE, and Project Manager, Nick Lowe, PE, TE, have worked on multiple bridge design and delivery projects together and are committed to providing the hands-on leadership the City needs for this project. We guarantee that our key personnel will be available for the entire project. We understand the importance of consistency and agree not to remove or replace any designated 'key' personnel without prior written approval from the City.

Legend

- Key Personnel
- Leadership
- Core Technical Team
- Specialty Subconsultants

- CEQA / Permitting Expertise
- USACE / CDFW / RCQCB Coordination
- Bridge Hydraulics and Scour Analysis
- Utility Coordination
- PA&ED / PS&E Delivery
- MSHCP Experience
- Community Outreach

PRINCIPAL IN CHARGE

Dilesh Sheth, PE, TE
Senior Vice President
C 65078, TE 2112
Executive Oversight / QA/QC City Liason

PROJECT MANAGER

Nick Lowe, PE, TE
Deputy Director
C 87666, TE 3065
Project Delivery / Schedule / Budget / Agency and Utility Coordination

BRIDGE & STRUCTURES LEAD

Lynn Odgiiv, PE, SE
Structural Engineering Lead
Mark Thomas
Bridge Design and Engineering
Caltrans Criteria
Type Selection / PS&E
Bridge Aesthetics

ENVIRONMENTAL & PERMITTING LEAD

Stephanie Standerfer
Vice President
CEQA/Environmental Documentation
Agency Permitting
USACE/CDFW/RWQCB Coordination
MSHCP Compliance
Regulatory Strategy

HYDROLOGY & HYDRAULICS LEAD

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM
Practice Area Leader
C 67239
Hydraulic and Hydrologic Modeling
Floodplain / Floodway Analysis
Scour Analysis
Drainage and Stormwater Design
HEC-RAS / HEC-HMS
Water Quality (BMPs)

TRAFFIC & TRANSPORTATION LEAD

Myung Choo, PE, TE
Practice Area Leader
C 79651, TE 2451
Traffic Analysis and Forecasting
Roadway Design / Caltrans Standards
Complete Streets / Multi-Use Trails
Signing and Striping
TMP Support

UTILITY COORDINATION LEAD

Deborah Saulina
Project Coordinator
Utility Identification and Mapping
Potholing / Conflict Analysis
Utility Agency Coordination
Relocation / Protection Strategies

SURVEY/ROW LEAD

Jason Ardery, PE, TE, LLS, CPESC, QSD, QSP
Deputy Director
C 71508, TE 2618, LLS 9329
Topographic Survey / Mapping
Base Maps / Aerial Control
Right-of-Way Support
Parcel / Easement Mapping

PUBLIC OUTREACH

Scott Hildebrandt, PE
Chief Strategy Officer
C 44762
Stakeholder Engagement
Community Coordination
Outreach Strategy
Public Notifications

SPECIALTY SUBCONSULTANTS

Geotechnical Services
Earth Mechanics, Inc.
Geotechnical Engineering & Foundation Design

Biological Studies
ECORP Consulting, Inc.
Biological Resources / MSHCP Compliance

Cultural Resources
Applied Earthworks
Cultural Resources Compliance

Structural Bridge Design
Mark Thomas
Structural Design/Peer Review/Caltrans PS&E Support

VMT Analysis
Linscott, Law & Greenspan, Engineers
Transportation /VMT Analysis

Subsurface Utility Engineering
T2 Utility Engineering
Utility Engineering

Lighting Design and Electrical Engineering
Visual Concepts Lighting
Electrical Engineering

Dry Utility Coordination and Design
RGI Utility Consultants
Dry Utility

Key Personnel Assignments and Availability

The percentage of time allocated for each key personnel member proposed for the Goetz Road Bridge Replacement Project has been carefully determined in full consideration of their current project commitments and anticipated end dates. WEBB confirms that no active assignments will conflict with the dedication and availability required to successfully deliver both Phase 1 and Phase 2 of this project. All key personnel will be available to the extent proposed for the full duration of the project, and WEBB commits to not removing or replacing any designated key personnel without the prior written approval of the City of Perris.

Key Personnel	Proposed Role on This Project	Current Assignments	Assignment Anticipated End Date
Dilesh Sheth, PE, TE	Principal In Charge	Arts and Music Line, CVAG Avenue 50/Jackson Street, City of Indio PLC North Infrastructure Improvements	March 2027 December 2026 June 2027
Nick Lowe, PE, TE	Project Manager	Avenue 50 Phase 1, City of Indio Avenue 50 Phase 2, City of Indio Indio Boulevard, City of Indio Urban Greening, City of Coachella HSIP Cycle 12 Improvements, City of Lake Elsinore	September 2026 May 2027 December 2026 February 2027 April 2027
Scott Hildebrandt, PE	Community Outreach	Hillwood Development, SCCII Moorpark Battery Storage Facility San Jacinto River Master Plan, RCFCD	December 2026 Prologis ending June 2027 On-going
Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM	Hydrology and Hydraulics Lead	Avenue 50 Bridge, City of La Quinta Master Plan Update, PVSD Moreno MDP Line K Plan Check, RCFC&WCD Bear Creek Diversion and Lift Station LOMR FEMA Processing Limonite Crossing, City of Jurupa Valley Brookside Channel - Technical Oversight Wilson Creek LOMR	Through the end of the year September 2026 Through 2027 July 2027 Through the end of the year Through 2027 Through 2027 October 2026
Stephanie Standerfer	Environmental and Permitting Lead	Responsible for various Environmental Department projects; role is in oversight and QA/QC of environmental projects firmwide; availability for Goetz Road Project is 35%.	Completion dates vary
Lynn Odgiiv, PE, SE	Bridge and Structures Lead	La Novia Ave Bridge Replacement PA&ED, City of San Juan Capistrano Nuevo Rd Bridge Replacement, RCTD Venta Spur JOST Trail Pedestrian Overcrossing, City of Irvine Citywide BPMP. City of San Juan Capistrano	January 2027 December 2027 December 2026 September 2026

WEBB Resumes

DILESH SHETH, PE, TE

SENIOR VICE PRESIDENT | TRAFFIC AND TRANSPORTATION

Dilesh Sheth, PE, TE, is the Senior Vice President and Director of WEBB's Traffic and Transportation Department, where he oversees a diverse portfolio of multimodal transportation, mobility, and infrastructure projects. With more than 31 years of professional experience, Dilesh provides strategic direction and technical oversight for the planning, design, and delivery of complex transportation systems that enhance safety, accessibility, and quality of life throughout Southern California. His leadership reflects a deep commitment to creating context-sensitive, community-oriented infrastructure that integrates engineering excellence with long-term sustainability.

Over the past three decades, Dilesh has guided multidisciplinary teams of engineers, planners, and designers in delivering transformative Complete Streets, Active Transportation, and Safety Improvement projects for cities, counties, and regional agencies. His experience spans the full spectrum of transportation design, roadways, bridges, roundabouts, drainage systems, traffic signals, utilities, lighting, signing and striping, bikeways, pedestrian corridors, and benefit district programs, ensuring projects are both technically sound and operationally efficient.

Beyond design, Dilesh is recognized for his strategic funding expertise, helping agencies navigate and secure competitive federal and state programs, including the Active Transportation Program (ATP), Highway Safety Improvement Program (HSIP), and Safe Streets and Roads for All (SS4A) initiatives. Under his direction, WEBB has successfully obtained over $120 million in ATP funding and $24 million in HSIP and CVAG grants, enabling partner agencies to advance their multimodal and safety priorities from planning through construction. Dilesh's leadership combines technical precision, funding strategy, and community collaboration, empowering agencies to deliver transportation networks that are safer, more inclusive, and better connected.

EXPERIENCE:
Industry: 32 Years
WEBB: 26 Years

REGISTRATIONS:
Civil Engineer C 65078 CA
Traffic Engineer TE 2112 CA

EDUCATION:
BS, Civil Engineering
University of Saurastra Rajkot, India

AFFILIATIONS:
American Public Works Association, Coachella Valley
Institute of Transportation Engineering Riverside and San Bernardino Counties

REFERENCES:
Kamran Saber
Senior Project Manager
City of Perris
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951.387.9184

Timothy Wassil, PE. PMP, CCM
Public Works Director
City of Indio
twassil@indio.org
760.391.4018

PROJECT EXPERIENCE:

Case Road Bridge and Street Improvement Project
City of Perris | Project Manager
Dilesh served as Project Manager for the Case Road Bridge Improvement Project in the City of Perris, involving replacement of the existing structurally deficient two-lane bridge over the San Jacinto River with a new four-lane multimodal bridge crossing designed to improve regional mobility, operational efficiency, hydraulic capacity, structural resiliency, and active transportation connectivity. Responsible for overall project management and multidisciplinary coordination involving roadway and bridge design integration, traffic engineering, utility conflict resolution, hydrology and hydraulic analysis, environmental permitting, agency coordination, and phased construction implementation within a constrained river corridor environment.Led coordination among the City of Perris, structural engineers, environmental teams, utility agencies, Riverside County Flood Control, California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), and the Western Riverside County Regional Conservation Authority (RCA) to advance a context-sensitive and environmentally responsive bridge replacement solution. Managed complex technical coordination associated with bridge hydraulics, scour mitigation, freeboard requirements, drainage conveyance, utility relocations, multimodal circulation, and long-term corridor resiliency consistent with regional flood control and transportation objectives.Key project components included staged bridge construction to maintain traffic operations, roadway widening, bridge superstructure and substructure coordination, CIDH pile foundation integration, multimodal corridor improvements, a separated 12-foot-wide Class I bike path/future multipurpose trail, traffic safety enhancements, utility relocations, storm drain improvements, hydraulic and scour analysis, wildlife crossing accommodations, erosion protection measures, and environmental impact minimization strategies within the San Jacinto River corridor. The project also incorporated widened bridge openings, wildlife dry crossing benches, drainage outfall coordination, and reduced permanent disturbance footprints to support regional habitat connectivity and regulatory compliance.Applied extensive experience in transportation infrastructure delivery, interagency coordination, constructability review, and hydraulic corridor design to help successfully advance the project through environmental approvals, permitting, final design coordination, and construction implementation. The project is currently under construction.

PLC North Infrastructure Project
Perris Logistics Center (PLC) | Project Manager
North Off-Site Improvements Project in the City of Perris, a large-scale infrastructure improvement program supporting more than six million square feet of industrial development within the South Perris logistics corridor. Managed multidisciplinary coordination for roadway widening, bridge improvements, I-215/SR-74/Case Road interchange improvements, railroad crossing upgrades,

traffic signal improvements, drainage and storm drain infrastructure, utility relocations, environmental permitting, and multimodal transportation facilities. Led coordination with Caltrans, City of Perris, RCTC, SCRRA/Metrolink, Riverside County Flood Control, utility agencies, and environmental resource agencies to advance complex infrastructure improvements through environmental clearance, final design, permitting, reimbursement agreements, and phased implementation. Key project components included Case Road Bridge improvements over the San Jacinto River, interchange improvements processed through Caltrans Streamlined Oversight, railroad warning system modifications, hydrology and hydraulic coordination, traffic control and staging plans, right-of-way engineering, CEQA documentation, biological and jurisdictional permitting, and regional infrastructure funding coordination including TUMF, DIF, and Road and Bridge Benefit District analyses.

I-25 / Harley Knox Boulevard Interchange Improvements
City of Perris / Caltrans District 8 | Lead Coordinator
Dilesh served as WEBB's lead coordinator for the I-215/Harley Knox Boulevard Interchange Improvements Project in the City of Perris in coordination with Caltrans District 8. Led WEBB's multidisciplinary efforts involving construction staging and traffic handling concepts, Transportation Management Plans (TMPs), utility coordination, drainage and hydraulic analysis, and interagency coordination for a complex freeway interchange improvement project along a critical regional goods movement corridor. Coordinated closely with Mark Thomas, Caltrans, RCFC&WCD, utility providers, railroad stakeholders, and City staff to support evaluation of Tight Diamond Interchange (TDI), Diverging Diamond Interchange (DDI), and Single Point Interchange (SPI) alternatives intended to improve interchange operations, freight mobility, and long-term regional circulation. Key project components included interchange widening, overcrossing bridge widening concepts, ramp reconfiguration, multimodal transportation improvements, traffic signal modifications, utility conflict resolution, storm drain coordination, phased construction staging, and traffic operations analysis for Opening Year 2030 and Design Year 2050 conditions. Played a key role in advancing practical and constructible interchange and bridge improvement solutions within a highly constrained and operationally sensitive Caltrans corridor.

Arts and Music Line
Coachella Valley Association of Governments | Principal in Charge
Dilesh provides leadership for planning, environmental, and design of 15 miles of enhanced bikeways and pedestrian corridors linking multiple cities in the Coachella Valley. He directed design of 9 miles of Class IV protected facilities and oversaw integration of innovative safety features, including lighting, raised crossings, and bicycle signals. Dilesh also guided ATP grant applications that secured $36 million in funding, positioning the project as a regional model for creative and sustainable mobility infrastructure.

Indian Canyon Two-Way Conversion, Pedestrian, & Bicycle Safety Enhancements
City of Palm Springs - Public Works | Principal in Charge
Dilesh provided executive oversight and technical guidance for safety and multimodal enhancements along Indian Canyon Drive. He directed the implementation of pedestrian countdown heads, accessible signals, protected turn phasing, and ADA curb ramp improvements across nine intersections. Under his leadership, the project integrated safety, accessibility, and streetscape improvements to support downtown mobility goals.

Highway Safety Improvement Program Application and Highway Safety Improvement Program Traffic Signal Improvements
City of Cathedral City | Project Manager
Dilesh managed design and environmental documentation for the HSIP-funded Traffic Signal Improvement Project, which included 20 signalized intersections citywide. He coordinated preparation of environmental documentation, secured Caltrans approvals, and directed design in accordance with Caltrans and City standards. His leadership facilitated expedited approvals and successful project delivery under federal-aid requirements.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Principal in Charge
As Principal in Charge/Project Manager, Dilesh led the one-mile Madison Street Improvement Project, overseeing the coordination of roadway, drainage, environmental, utility, and right-of-way elements. He oversaw alignment studies, refinements, and feasibility analyses to meet General Plan Circulation Element requirements for Indio and La Quinta. He resolved complex right-of-way and shared-corridor conflicts, including negotiating with Imperial Irrigation District to avoid costly relocation of 92KV transmission lines. Dilesh delivered a multi-agency-approved, constructible design while maintaining access for community events.

NICHOLAS LOWE, PE, TE

DEPUTY DIRECTOR | TRAFFIC AND TRANSPORTATION

Nick Lowe, MS, PE, TE, is a Deputy Director with WEBB's Traffic and Transportation Department. Nick assists clients with street improvements, traffic signal upgrades, and signing and striping modifications. He also develops temporary traffic control plans for construction while working closely with public agencies, contractors, and construction managers to safely expedite projects, thus minimizing impacts to traffic and businesses. Nick and his team also currently work with multiple public agencies as on-call engineers to help agencies keep projects moving forward.

In addition, Nick assists other engineers on street light installations, sewer and water plans, and expert witness testimony. He is also well-versed in the AutoTURN vehicle simulation program which assists in transportation improvements for constrained travel areas such as intersection curb returns and driveways. With increasing traffic pressure amid booming growth throughout Southern California, Nick's work on regional transportation solutions provides a tangible benefit to the public through improvements in safety, mobility, and quality of life. Nick is active in several industry associations.

Nick also provides grant funding assistance to cities including Carson, Los Angeles, Lake Elsinore, Palm Springs, and Cathedral City and has helped these cities secure nearly $100 million in funding to install bicycle and pedestrian infrastructure, advanced dilemma zone detection, flashing beacons, and left turn phasing at over 50 signalized intersections.

EXPERIENCE:

Industry: 14 Years
WEBB: 13 Years

REGISTRATIONS:

Civil Engineer C 87666 CA
Traffic Engineer TE 3065 CA

EDUCATION:

MS, Civil Engineering
University of Southern California
BS, Civil Engineering
Stevens Institute of Technology

AFFILIATIONS:

Institute of Transportation Engineers
American Society of Civil Engineers
Intelligent Transportation Society of California

REFERENCES:

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760.391.4028

Yu Tagai, PE
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City of Lake Elsinore
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951.674.3124

PROJECT EXPERIENCE:

Case Road Bridge and Case Road Street Improvement Project
City of Perris | Project Engineer
Nick Lowe served as Project Engineer for the Case Road Bridge Improvement Project in the City of Perris, supporting the replacement of the existing two-lane bridge over the San Jacinto River with a new four-lane multimodal bridge crossing. His role included roadway and bridge design coordination, utility conflict review, drainage coordination, traffic safety improvements, and preparation of design elements needed to advance the project through final PS&E and construction. Nick supported the integration of roadway widening, staged construction, multimodal improvements, storm drain improvements, utility relocations, and bridge approach design within a constrained river corridor. He coordinated with the project manager, structural engineers, environmental team, utility providers, and agency reviewers to help resolve design issues related to constructability, traffic operations, drainage conveyance, and environmental constraints. His work contributed to a context-sensitive bridge replacement solution that improved regional mobility, hydraulic capacity, active transportation connectivity, and long-term corridor resiliency while maintaining traffic operations and minimizing impacts within the San Jacinto River corridor.

PLC North Infrastructure Project
Perris Logistics Center (PLC) | Project Engineer
Nick served as Project Engineer for the Perris Logistics Center (PLC) North Off-Site Improvements Project in the City of Perris, a major infrastructure program supporting more than six million square feet of industrial development within the South Perris logistics corridor. He provided technical leadership and design coordination for roadway widening, bridge improvements, interchange modifications, drainage infrastructure, traffic signal improvements, utility relocations, and multimodal transportation facilities. Nick coordinated the development of design plans, technical studies, utility conflict resolutions, traffic control measures, and drainage improvements while working closely with roadway, structural, environmental, survey, and utility teams. He supported the integration of Case Road Bridge improvements over the San Jacinto River, I-215/SR-74/Case Road interchange improvements, railroad crossing upgrades, and regional storm drain facilities within a complex transportation and flood control environment His responsibilities included coordination with Caltrans, the City of Perris, Riverside County Flood Control, RCTC, SCRRA/ Metrolink, utility providers, and environmental agencies to address design requirements, permitting constraints, constructability considerations, and phased implementation. His contributions helped advance the project through final design, environmental clearance, utility coordination, reimbursement agreement support, and construction implementation.

Avenue 50 Widening and Avenue 52 Street Improvements
City of Indio | Project Manager
Nick manages the design of roadway widening and bicycle trail improvements for Avenue 50 and Avenue 52 in the Cities of Indio and La Quinta. He oversees coordination among multiple agencies and utility companies to facilitate undergrounding, drainage, and multi-use path construction along this two-mile corridor adjacent to the Coachella Festival fairgrounds. The project will enhance event traffic flow, regional mobility, and multimodal connectivity for future travel demand. The project includes roadway widening, to ultimate, Class I bike paths, Class II bike lanes, Class IV bike lanes, driveway modifications, sidewalks, curb ramps, specialized underground drainage basins, traffic signal modifications, utility relocations, and right of way acquisitions. The lack of an existing mainline drainage system necessitated the underground percolation facilities to capture and gradually percolate street flows. This effort included geotechnical analysis and hydrology analysis for drainage area calculations and storage capacity. Most of the improvements have to be built within a constrained right of way bounded by high-value properties. WEBB worked closely with the City and utility agencies to tighten up the street cross section and utility locations to minimize impacts to property owners.

Madison Street Improvements from Avenue 50 to 52
City of Indio | Project Engineer
Nick served as Project Engineer for the Madison Street Improvements project, preparing traffic signal and signing and striping plans to support corridor widening and intersection upgrades. His work included alignment studies, design documentation, and coordination with multiple agencies to deliver a comprehensive set of Plans, Specifications, and Estimates (PS&E). The project enhanced safety, capacity, and multimodal access along a key arterial connecting the Cities of Indio and La Quinta.

Arts and Music Line
Coachella Valley Association of Governments | Project Engineer
Nick served as Project Engineer for the CVAG Arts and Music Line, a transformative 15-mile bikeway corridor connecting multiple cities and regional destinations. His contributions included development of protected bicycle facilities, raised crossings, and bicycle signal design to improve user safety and comfort. He also supported grant coordination and innovative design features integrating lighting, sound, and accessibility enhancements. The project successfully secured $36 million in ATP funding, advancing regional multimodal connectivity.

Landau Boulevard at McCallum Way Traffic Signal Intersection Improvements
City of Cathedral City | Project Manager
Nick managed the design of intersection improvements and a new traffic signal at Landau Boulevard and McCallum Way, enhancing safety near a local school. His leadership included oversight of geometric design, pavement reconstruction, ADA-compliant curb ramps, lighting simulations, and signing and striping plans. Nick's comprehensive approach ensured that the project addressed both operational efficiency and pedestrian safety in this high-traffic area.

On-Call Traffic Engineering Services
City of Lake Elsinore | Technical Advisor
Nick serves as Technical Advisor for the City's On-Call Traffic Engineering Services contract, leading efforts to address transportation challenges and enhance roadway safety and mobility since 2015. He manages a variety of projects, including traffic signal upgrades, corridor improvements, and signing and striping plans that advance the City's active transportation goals. Notable efforts include securing $825,300 in HSIP Cycle 8 grant funding for safety enhancements at eight intersections, designing median and striping improvements on Summerhill Drive, and conducting traffic control plan reviews and development application evaluations to support City operations.

Palm Canyon Pedestrian Safety Improvements
City of Palm Springs - Public Works | Project Engineer
Nick led the design for this complex downtown mobility project, which included over 20 signal modifications, pedestrian and bicycle enhancements, and conversion of one-way streets to two-way operation. His work focused on signal coordination, ADA ramp design for constrained conditions, and implementation of the City's first scramble crosswalk. Through extensive collaboration with City staff and stakeholders, Nick helped deliver a safer and more accessible transportation network in the heart of Palm Springs.

Washington Street Connector to Arts and Music Line
City of La Quinta | Civil Plans Lead Engineer
Nick leads the civil design for this multi-use trail project along Washington Street from Eisenhower Drive to Avenue 48, integrating pedestrian, bicycle, and streetscape improvements. The work includes a 14-foot-wide concrete trail, retaining walls, trail-level lighting, and signal modifications with dedicated bicycle phasing. Nick coordinates closely with City staff and local HOAs to balance design aesthetics, safety, and long-term maintenance needs while enhancing connectivity to CVAG's Art and Music Line.

SCOTT HILDEBRANDT, PE

CHIEF STRATEGY OFFICER | ADMINISTRATION

Scott Hildebrandt, PE, is the Chief Strategy Officer at WEBB, and his credentials and extensive experience in the engineering industry are truly remarkable. His tenure at WEBB, spanning over three and a half decades, underscores his profound impact on the engineering industry. His substantial contributions during the industrial boom in the region, combined with his expertise in infrastructure, public works, and the industrial/logistics sector, have undoubtedly made him a highly sought-after expert for major projects.

Scott's deep regional knowledge and ability to navigate complex projects make him an invaluable asset. His leadership and strategic vision have played a pivotal role in shaping the success of significant undertakings. His ability to oversee multi-faceted projects speaks volumes about his proficiency, versatility, and depth of knowledge. Scott has been instrumental in the planning, development, and build-out of the north Perris region. In the mid-2000s, logistic development was actively pursuing a move into the region due to the large undeveloped parcels of land near Interstate 215.

As a result, the City of Perris elected to proactively plan for the influx of industrial/logistics into the area. This led to the adoption and implementation of the Perris Valley Commerce Center Specific Plan (PVCCSP) on over 3000 acres in north Perris, the adoption of North Perris Road & Bridge Benefit District (NPRBBD) to cover roadway improvements needed to serve the PVCCSP, as well as the adoption of the North Perris Master Drainage Plan (NPMDP) which opened the ability to develop in a region with minimal storm drain infrastructure and heavily impact by flooding.

Scott's role as the lead on infrastructure planning and his collaboration with the City of Perris City Manager and City Engineer were pivotal to the success of these initiatives. Today, with about 75% of the PVCCSP developed and most of the infrastructure in place, the City of Perris stands out as one of California's most financially viable cities.

Over the years, he has successfully planned and designed various projects, including transportation systems, sewer and water systems, storm drains, and utility tunnels. Scott's ability to cultivate strong relationships with local, state, and federal regulatory agencies highlights his valuable insight and deep industry knowledge. His proficiency in navigating complex regulatory landscapes is a testament to his expertise in project management. Scott's strategic vision has had a lasting impact on the region and has made him an invaluable asset to our team and the industry.

EXPERIENCE:

Industry: 39 Years
WEBB: 39 Years

REGISTRATIONS:

Civil Engineer C 44762 CA

EDUCATION:

MS, Civil Engineering
University of California, Berkeley
BS, Civil Engineering
California Polytechnic University, Pomona

AFFILIATIONS:

American Society of Civil Engineers
National Society of Professional Engineers
National Council of Examiners for Engineers and Surveyors
National Association of Industrial and Office Parks

REFERENCES:

Jason Uhley
Chief Engineer
Riverside County Flood Control & Water Conservation District
juhley@rivco.org
951.955.1296

John Pourkazemi
City Engineer
City of Perris
jpourkazemi@cityofperris.org
951.943.6100 Ext. 116

PROJECT EXPERIENCE:

- Case Road Bridge and Street Improvement Project, City of Perris
- PLC North Infrastructure Project, Perris Logistics Center (PLC)
- North Indio Channel Phase 1 and 2, Coachella Valley Water District
- Perris Valley Channel Lateral B, Stage 4, Riverside Flood Control & Water Conservation District
- Heacock Channel March Joint Powers Authority, Riverside County Flood Control and Water Conservation District
- San Jacinto River Stage 3 Master Plan, Riverside Flood Control & Water Conservation District
- Hemet MDP Line C, Stage 4, Riverside County Flood Control and Water Conservation District
- Eastern Coachella Valley Stormwater Master Plan and EIR, Coachella Valley Water District
- Marshall Creek, Stage 1, Riverside County Flood Control and Water Conservation District
- Perris Valley Channel Lateral B, Stage 5, Hillwood Investment Properties
- Perris Valley Commerce Center Specific Plan, City of Perris
- March Lifecare Development, March Healthcare Development and CEO Strategic Solutions
- Homeland/Romoland Master Drainage Plan and EIR, Riverside County Flood Control District and Water Conservation District

STEPHANIE STANDERFER

VICE PRESIDENT | ENVIRONMENTAL SERVICES

Stephanie Standerfer is the Vice President and Director of WEBB's Environmental Services Department. She has over 25 years of experience as an environmental professional, specializing in California Environmental Quality Act (CEQA) compliance for public and private clients. Her expertise reflects the dynamic and interdisciplinary nature of CEQA, and she serves as the Principal in Charge of the department, overseeing workload management, project progress, and staff development.

Stephanie has worked primarily in Inland Southern California, representing a wide range of clients including transportation agencies, healthcare providers, resource conservation districts, community college districts, local agency formation commissions, infrastructure districts, cities, counties, and private developers. Her diverse project experience enables her to anticipate and navigate challenges that arise during CEQA compliance. She regularly leads coordination among large teams of environmental planners, engineers, and agency staff, and actively guides clients through the complexities of environmental compliance.

In addition to her CEQA background, Stephanie has extensive habitat conservation experience and provides Expert Witness work in this field. For eight years, she served as contract staff to the Western Riverside County Regional Conservation Authority (RCA), the agency responsible for implementing the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). In this role, she provided review, consultation, and training on MSHCP implementation procedures and policies. She developed guidance documents for the RCA and its 17 participating cities and worked closely with regulatory agencies to resolve compliance issues.

Her conservation biology and regulatory compliance leadership experience has fostered strong, collaborative relationships with regulatory bodies, allowing her to identify and address potential project issues proactively. She also led the preparation of conservation planning studies for the County of San Bernardino, including management of the San Bernardino County Regional Conservation Investment Strategy (RCIS), one of the few RCISs approved by the California Department of Fish and Wildlife.

Clients benefit from Stephanie's interdisciplinary background in environmental planning. Known as a CEQA authority, she frequently receives requests to provide peer reviews of environmental documents. Clients also seek Stephanie's strategic guidance on CEQA, regulatory compliance, and MSHCP expertise. She is a regular speaker at conferences and seminars across the state, sharing insights on environmental compliance. Stephanie values close collaboration with clients and colleagues and takes pride in building long-standing professional relationships.

EXPERIENCE:

Industry: 28 Years
WEBB: 19 Years

EDUCATION:

MS, Environmental Sciences
Washington State University, Pullman
BS, Environmental Sciences
University of California, Riverside

AFFILIATIONS:

American Planning Association
Association of Environmental Professionals, President, Inland Empire Chapter
Chair of the Board, Greater Riverside Chamber of Commerce
City of Riverside Cultural Heritage Board, Chair (2003–2011)

REFERENCES:

Nate Smith, PE
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City of Banning
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Stuart E. McKibbin, PE
Contract City Engineer
City of San Jacinto
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JOSEPH CALDWELL, PE, CPESC, CPSWQ, QSD, QSP, CFM

PRACTICE AREA LEADER | WATER RESOURCES

Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM, is the Practice Area Leader with WEBB's Water Resources Department. He leads staff development and oversees the department's quality assurance/quality control program, ensuring all projects meet technical standards from concept through final design.

Joseph specializes in master drainage planning, backbone drainage infrastructure, and water quality systems for regional flood control projects. A Certified Professional in Erosion and Sediment Control and Storm Water Quality, he brings expertise in hydrology, hydraulics, and environmental compliance.

His experience includes designing regional flood control basins, levees, and miles of backbone drainage infrastructure, as well as hydrologic and hydraulic modeling of the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. Joseph's extensive knowledge of local agency design standards and strong professional relationships enable efficient project delivery and approval.

PROJECT EXPERIENCE:

Case Road Bridge and Case Street Improvements Project
City of Perris | Drainage Engineer
Joseph Caldwell served as the Drainage Engineer for the Case Road Bridge and Case Street Improvements Project, leading the hydraulic analysis and drainage evaluation efforts supporting bridge and roadway improvements. He prepared pre- and post-project hydraulic modeling, performed scour calculations, and evaluated project impacts to ensure compliance with applicable design criteria and floodplain requirements. Joseph authored the drainage and hydraulic technical report, summarizing modeling results and providing engineering recommendations that informed final design decisions and supported project approvals. His technical expertise helped deliver a resilient drainage solution that enhanced flood conveyance and long-term infrastructure performance.

Avenue 50 Bridge Project
City of Indio | Drainage Engineer
For the Avenue 50 Improvements Project for the City of Indio, Joseph Caldwell served as the Drainage Engineer, providing hydraulic and scour analysis to support the design and implementation of critical roadway and drainage improvements. He performed pre- and post-project hydraulic modeling, prepared scour calculations, and evaluated drainage system performance to verify compliance with applicable engineering standards. Joseph authored the technical report summarizing modeling results and engineering recommendations, helping guide design decisions and support project approvals. His expertise in hydraulic analysis contributed to a reliable drainage solution that improved flood conveyance and long-term infrastructure resilience.

Avenue 44 Project
City of Indio | Drainage Engineer
For the Avenue 44 Project for the City of Indio, Joseph Caldwell served as the Drainage Engineer, providing hydraulic and scour analysis to support roadway and drainage improvements. He prepared pre- and post-project hydraulic analyses, performed scour calculations, and evaluated drainage conditions to inform design recommendations. Joseph authored the technical report summarizing modeling results and engineering recommendations, helping support project decision-making and long-term drainage performance.

Heacock Channel March Joint Powers Authority
Riverside County Flood Control and Water Conservation District | Project Manager
Joseph managed Phase 3 of the Heacock Channel Design Project, leading the preparation of final improvement plans, traffic control plans, and hydrology/hydraulic analyses for approximately 3,600 LF of channel. He coordinated all project activities, including design team meetings, quality control, and permitting, ensuring regulatory compliance and approval readiness. His leadership facilitated efficient project delivery and alignment with regional flood control objectives.

EXPERIENCE:
Industry: 24 Years
WEBB: 24 Years

REGISTRATIONS:
Civil Engineer C 67239 CA
Civil Engineer 030017 NV
Civil Engineer C 76114 AZ
Civil Engineer 14217483 UT
Civil Engineer 0066347 CO

CERTIFICATIONS:
Certified Professional in Erosion and Sediment Control CPESC 5311
Certified Professional in Stormwater Quality CPSWQ 544
Qualified SWPPP Developer QSD 00076
Qualified SWPPP Practitioner QSP 00076
Certified Floodplain Manager CFM

EDUCATION:
BS, Civil Engineering
Brigham Young University
MS, Civil Engineering
Brigham Young University

AFFILIATIONS:
American Society of Civil Engineers
American Public Works Association
Floodplain Management Association

REFERENCES:
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Jileen Ferris
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JASON ARDERY, PE, TE, LLS, CPESC, QSD, QSP

DEPUTY DIRECTOR | LAND SURVEY AND MAPPING

Jason Ardery is a licensed Civil Engineer, Traffic Engineer, and Land Surveyor with over 20 years of experience delivering public and private infrastructure projects across Southern California. As Deputy Director of Land Survey and Mapping at WEBB, Jason brings a unique blend of technical precision and leadership, with a strong emphasis on land surveying and its critical role in planning, entitlement, and construction.

Throughout his career, Jason has led multidisciplinary teams of engineers, surveyors, and planners in successfully executing municipal infrastructure, residential subdivisions, commercial centers, and industrial developments. His deep understanding of boundary and topographic surveys, ALTA/NSPS Land Title Surveys, construction staking, and legal mapping has been instrumental in ensuring project accuracy, regulatory compliance, and timely delivery.

Jason's surveying expertise is complemented by his leadership in entitlement processes, including General Plan Amendments, Specific Plans, Tentative Maps, and Williamson Act cancellations. He played a pivotal role on the City of Eastvale's General Plan Advisory Committee, helping shape the city's first General Plan—a testament to his commitment to public service and community development.

In addition to his technical credentials, Jason holds CPESC, QSD, and QSP certifications and is a certified sUAS Remote Pilot, enabling him to integrate drone-based surveying into modern workflows. He is a graduate of Cal Poly Pomona with a BS in Civil Engineering and remains active in professional organizations such as ASCE and CLSA. Jason also serves as President of his homeowners' association, further demonstrating his dedication to civic engagement.

EXPERIENCE:
Industry: 24 Years
WEBB: 22 Years

REGISTRATIONS:
Civil Engineer C 71508 CA
Traffic Engineer 2618 CA
Licensed Land Surveyor 9329 CA

CERTIFICATIONS:
Certified Professional in Erosion and Sediment Control 6561
Qualified SWPPP Developer/ Practitioner 20935
FAA Part 107 Certified Drone Operator

EDUCATION:
BS, Civil Engineering
California State Polytechnic University, Pomona

AFFILIATIONS:
American Society of Civil Engineers
California Land Surveyors Association

PROJECT EXPERIENCE:

Arts and Music Line
Coachella Valley Association of Governments | Technical Advisor
Jason served as Technical Advisor, providing quality review of utility information incorporated into design drawings and advising on right-of-way and easement requirements. He led the research and evaluation of existing land rights, coordinated the preparation and review of legal descriptions and plats, and worked closely with Land Survey and Mapping and design team staff to align survey data with project needs. His coordination supported accurate right-of-way acquisition, reduced risk during final design, and ensured legally defensible mapping for project delivery.

Speedway Commerce Center II
Hillwood Investment Properties | Technical Advisor
As Technical Advisor for the Speedway Commerce Center II redevelopment, Jason Ardery provided strategic guidance and technical oversight for transforming the 2-mile California Speedway racetrack into a master planned industrial campus comprising seven warehouse facilities and a NASCAR short track. Leveraging his extensive entitlement and development experience, Jason led the preparation and coordination of key planning documents, including the tentative parcel map, conceptual grading, utilities, and infrastructure designs supporting the project's Specific Plan and CEQA requirements. Prior to Hillwood's acquisition of the 522-acre property, Jason managed the preparation and updates of the ALTA survey and aerial topography, ensuring accurate base data for due diligence and design. He also directed the lot line adjustment process, a critical step enabling Hillwood to phase acquisition from NASCAR.Jason oversaw the completion and recordation of a 26 parcel Final Parcel Map and subsequently coordinated the development, review, and execution of numerous supporting legal instruments, including easement documents, quitclaims, and plat exhibits. His leadership ensured technical completeness, regulatory compliance, and seamless progression from entitlement through acquisition and mapping.

Caltrans 42B4956 vs Aim High
California Department of Transportation | Technical Expert
As Technical Expert, Jason provided specialized support for this Caltrans-led project focused on the construction of a new bypass connection between State Highways 138 and 18. Jason comprehensively reviewed development potential and property impacts in pre- and post-construction conditions. His analysis addressed key factors including property boundaries and areas, land use and zoning regulations, setbacks, access modifications, grading constraints, drainage patterns, floodplain considerations, and existing utility infrastructure. His technical insight ensured informed decision-making and minimized adverse impacts to surrounding properties.

LYNN ODGIIV, PE, SE

Structures Lead

EDUCATION
MS in Structural Engineering, Illinois Institute of Technology, 2010
BS in Civil Engineering, Arizona State University, 2008

REGISTRATION
CA PE 86869
CA SE 6838

Lynn has over 19 years of experience in bridge structural engineering for transportation structures as a project manager and structures technical lead with an emphasis in analysis, design, and inspection of highway bridges, earth retaining and other transportation structures. Her experience includes structures lead and engineer of record (EOR) of an Express Lanes Design Build (DB) project with multiple bridges, structures lead and EOR of a signature pedestrian overcrossing and more. She has been working closely with local and state agencies, while being responsible charge of leading, managing and successfully delivering bridge-specific projects of various sizes, from large full segment project with multiple structures with Caltrans and OCTA as the structures lead to small rehabilitation work with local agencies. She managed and delivered numerous bridge Plan, Specifications, and Estimates (PS&Es) and various design phase bridge reports.

REPRESENTATIVE PROJECTS

Nuevo Road Bridge Replacement, Riverside County
Structures lead for the replacement of the existing Nuevo Road Bridge over San Jacinto River. The existing two-lane bridge will be replaced with a four-lane structure accommodating the future build out of Nuevo Road.
The approach roadway will taper from the new wider structure to the existing two-lane roadway. Primarily funded by HBP funds, the project will follow the process and procedures under the Caltrans Office of Local Programs.

Cannon Street Bridge Widening over Santiago Creek, Orange
Structures lead providing professional and technical engineering services to improve the level of service along Cannon Street by widening to provide an additional northbound lane between Santiago Canyon Road and
Serrano Avenue. The City is leading the civil and roadway design efforts, in addition to preparing the WQMP and coordination with the utility companies and the City of Villa Park, while Mark Thomas is leading the environmental clearance, bridge widening, traffic engineering and landscape architecture efforts while providing overall support services for survey, geotechnical, hydrology & hydraulic analysis and ROW engineering.

La Novia Bridge over San Juan Creek Replacement Feasibility Study and PAED, San Juan Capistrano
Structures lead for the preliminary study, performing the structural analysis, preparing the preliminary cost estimate for each phase from planning to construction
and identification of funding sources for the replacement of this bridge. The project includes improvements to the existing La Novia Avenue bridge that spans San Juan Creek. The existing two-lane bridge will be demolished in phases and replaced with a new four-lane, three-span bridge. In addition, to the four travel lanes, the bridge will
also include a pedestrian lane and an equestrian lane that will be physically separated from the travel lanes. The project was approved and our team is proceeding with the PA&ED phase.

Hammond Road Bridge Widening, Riverside Structures lead for this project where Mark Thomas prepared preliminary engineering and environmental documentation for Hammond Road improvements in Riverside County, evaluating roadway, intersection, drainage, and multimodal upgrades. The team integrated CEQA compliance with conceptual design and technical studies, addressing constraints, right-of-way, and utilities. Coordination with RCTD advanced a preferred alternative with cost and phasing support, improving safety, connectivity, and corridor mobility.

Bonita School Road Bridge Over Santa Maria River Replacement, Santa Barbara
Structures lead responsible for managing the project bridge design, including construction plan production, overseeing bridge design calculations, preparing construction specifications, and cost estimate to replace the Bonita School Road Bridge over the Santa Maria River. Project tasks include designing the replacement bridge, associated civil work, levee design, and the design of a bikeway undercrossing near the south levee of the channel. This project requires coordination and permitting through the USACE and the Santa Barbara County Flood Control and Water Conservation District.

REFERENCES

Vu Tran, PE, PLS
Principal Civil Engineer
City of Irvine, Public Works and Sustainability
P.O. Box 19575, Irvine, CA 92623-9575
949.724.6358
vtran@cityofirvine.org

Prem Rimal, PE, SE
Structure Liaison Engineer
Caltrans District 12, Office of Special Funded Projects and Structures Local Assistance
P.O. Box 168041, Sacramento, CA 95816-8041
949.279.8474
prem.rimal@dot.ca.gov

Subconsultant Qualification Summary Table

Subconsultant	Education	Experience	Professional Credentials
Kevin Israel, Senior Biologist ECORP Consulting, Inc.	B.A., Environmental Studies, University of California, Santa Cruz	Daley Ranch Vegetation Mapping, San Diego County, City of Escondido (2024-Ongoing) Flacon Constraints Analysis Project, Los Angeles County, Sully Miller Contracting Co. (2025) Earl Graham Container Storage Project, San Bernardino County, Entitlement Strategies Group, Inc. (2024-2025) Granite Lion Cellars Driveway Project, San Diego County, Michael Baker International (2025)	CDFW Scientific Collecting Permit (S-190530002-21073-001, exp. 2/23/2025 – renewal processing) Marine Protected Species Observer (MPSC 201820068, no exp.) OSHA Hazardous Waste Operations and Emergency Response (1703121191176, exp. 8/26/2026)
Sarah Rieboldt, Principal Paleontologist/ Principal Investigator Applied Earthworks, Inc.	Postdoctoral Research Associate, Center for Integrative Planetary Science, 2005–2006, University of California, Berkeley Ph.D., Paleontology, 2005, University of California, Berkeley B.A., Biology, minor: Geology, 1999, University of Colorado, Boulder	Supported Hundreds of Western U.S. Projects Led Paleontological Compliance Programs Managed Fossil Recovery & Mitigation Coordinated Multi-Agency Reviews Extensive Caltrans Project Experience	Certified Principal Investigator for Paleontology, Orange County (2013–present) Paleontology Consultant, Riverside County (2013–present) Certified Paleontologist, San Diego County (2013–present) Principal Investigator, BLM California Statewide Paleontological Permit CA-24-03P
Alahesh Thurairajah, PE, GE, BC.GE, Geotechnical Lead Earth Mechanics, Inc.	M.S., Civil Engineering, University of California, Los Angeles BS, Civil Engineering, California State Polytechnic University, Pomona	City of Perris, I-215/Harley Knox Boulevard Interchange Improvements, Riverside County and Perris, CA RCTD, Replacement/Widen of Nuevo Road Bridge over San Jacinto River, Riverside County, CA. RCTD, Replacement of Gilman Springs Road Bridge over Potrero Creek, Riverside County, CA	California Geotechnical Engineer, GE 3123 California Civil Engineer, PE 81439 Board-Certified Geotechnical Engineer, ASCE
Zawwar Saiyed, MS., PE, RSP, Principal Linscott, Law & Greenspan, Engineers	M.S. in Civil Engineering, University of Arizona	County of Orange, OCTA Transportation Demand Management Toolbox Development City of Huntington Beach, City of Huntington Beach SB 743 Implementation and VMT Guidelines City of Corning, Paskenta SS4A Comprehensive Safety Action Plan (CSAP) Development City of Thousand Oaks, Active Transportation Plan (ATP) Update Development City of South Lake Tahoe, Caltrans Sustainable Transportation Grants Application Support City of Laguna Niguel, General Plan Update LOS and VMT Traffic Studies	Professional Engineer, CA Registration TR 2525 TPCB Road Safety Professional, RSP 1,256
Arthur Robison, PE, Branch Manager T2 Utility Engineers	B.S. Civil Engineering, California State University at Long Beach, 2006	Port of Long Beach, Pier D Street Realignment, Long Beach, CA Orange County Sanitation, Project No. 2-49, Orange, CA Orange County Sanitation, Project No. 5-67, Newport Beach, CA Metropolitan Water District, Iron Mountain Pumping Plant, Sablon, CA Large Potable Water Valve Replacement Project Redondo Ave and Kilroy Way, Long Beach, CA	Professional Engineer (PE) CA 78222, Exp 9/30/27
Kenny Perez Senior, President Visual Concepts Lighting	Mesa College-1978, National Electrical Code On-going classes in lighting fundamental, applications, Title-24 and UBC, NEC, CEC etcetera	40 years of field experience as an electrician installing lighting and power systems 29 years engineering design experience in the consulting electrical engineering field	UCSD-1998, HVAC, DDC Controls Certification
Robert Gregory, Founder and Chief Executive Officer, RGI Utility Consultants	B.S. Civil Engineering, University of Missouri - Rolla	Dry Utility Planning & Design Utility Relocation Coordination Roadway Interchange Infrastructure Grade Separation Projects SCE & DWP Transmission Facilities Dry Utility Rights-of-Way Expertise Power, Gas, Telecom & CATV Systems Multi-Agency Utility Coordination	Life Member of the American Society of Civil Engineers

Corporate Qualifications of the Firm and the Team

Albert A. Webb Associates (WEBB) has been a trusted provider of civil engineering services to public sector clients across California since 1945. Our longevity reflects a foundation of financial stability and adaptability through decades of evolving economic landscapes. As a mid-sized consulting firm with offices in Riverside and Murrieta, WEBB is strategically positioned to serve the diverse needs of our clients effectively.

We offer comprehensive in-house professional services, bringing decades of experience to public and private sector clients throughout Inland Southern California. Our team specializes in addressing the unique challenges faced by cities, water and special districts, counties, regional agencies, and industry partners. From project development and planning to design, entitlement, funding assistance, permitting, construction management, and inspection, our services span the entire project lifecycle.

WEBB's enduring legacy, financial strength, and dedicated team of experts make us the preferred partner for public sector entities in California. We are committed to delivering excellence, ensuring the success of every project, and fostering lasting professional partnerships.

WEBB's Financial Condition

Albert A. Webb Associates (WEBB) is a financially secure California corporation that demonstrates long-term stability and a strong foundation for growth. Our sound financial management practices ensure we have the resources to execute projects of all sizes and complexities confidently. We maintain healthy liquidity reserves, providing security and the ability to navigate unforeseen challenges without disrupting project timelines or deliverables.

As a privately held company, WEBB is not owned or controlled by any other organization and has no financial interest in other entities. We typically do not provide detailed financial statements. Still, we are willing to offer relevant information upon request to assure our clients of our financial strength and capability to complete the required services successfully.

Conflict of Interest Statement

WEBB discloses that it has no financial, business, or other relationships with the City of Perris that could affect the outcome of this contract or any subsequent construction project. Additionally, WEBB confirms that none of its current clients have any financial interest in the outcome of this contract or any related construction project.

WEBB also affirms that it has no financial interests, ownership stakes, partnerships, or business relationships with any construction companies that may submit bids for the project resulting from the services outlined in this RFP. No officer, principal, employee, or subconsultant of WEBB holds any interests that could conflict with the faithful performance of the services described in this RFP.

WEBB guarantees that it has not paid and will not pay any third party, any money or other considerations to obtain this Agreement. Furthermore, WEBB is in full compliance with all applicable state and federal laws regarding conflicts of interest, including the City of Perris's Conflict of Interest Code on file with the City Clerk's office.

Engineering and Planning Excellence Since 1945

WEBB offers the following services:

- Traffic and Transportation Engineering
- Environmental Services
- Water Resources and Stormwater Engineering
- Land Survey and Mapping
- Construction Management and Inspection
- Landscape Architecture
- Land Development Engineering
- Land Development Planning and Entitlement

Learn more by visiting
webbassociates.com/services

Corporate Headquarters
3788 McCray Street
Riverside, CA 92506
951.686.1070

85th ANNIVERSARY

160+ Associates

40+ Licensed Professionals

Firm Experience and Public Agency Qualifications

WEBB brings over 80 years of continuous civil engineering service to public sector clients across California, delivering projects that span the full lifecycle from environmental clearance and preliminary engineering through PS&E, bidding, and construction support. This depth of experience maps directly to the two-phase scope the City of Perris requires for the Goetz Road Bridge Replacement Project.

Proven Performance on Similar Public Works Projects

WEBB is a trusted partner to cities, counties, water districts, and regional agencies throughout Inland Southern California. Our services span project development and planning, design, entitlement, funding assistance, permitting, construction management, and inspection, precisely the disciplines required for this bridge replacement project.

Our team has extensive experience delivering public-sector projects that adhere to strict timelines, budget constraints, and compliance standards, including PS&E packages, prevailing wage work, and multi-agency coordination. This makes WEBB a dependable partner for complex, multi-phase capital projects like the Goetz Road Bridge Replacement.

Familiarity with Riverside County Standards and RCFC&WCD

The Goetz Road Bridge Replacement requires a storm drain design that complies with Riverside County Flood Control and Water Conservation District (RCFC&WCD) standards. Over the past three decades, WEBB has worked closely with RCFC&WCD to design and deliver scores of flood control projects for both public and private clients. Our team is intimately familiar with RCFC&WCD staff and design procedures, a direct advantage in gaining streamlined approval for this project.

Experience with Public Agencies of a Similar Nature

WEBB currently provides on-call and project-specific services to a broad roster of public agencies directly comparable to the City of Perris, including the County of Riverside, City of Moreno Valley, City of Banning, City of Beaumont, City of Wildomar, City of Palm Springs, City of Riverside, City of Chino, City of Grand Terrace, Riverside County Flood Control and Water Conservation District, and numerous water districts throughout the region.

Our long-standing experience working with public agencies has educated our staff on what it means to work within a jurisdiction, understanding the internal pressures, decision-making processes, and regulatory environments that City Staff must navigate daily.

Key Personnel with Directly Relevant Experience

Our proposed team brings senior-level professionals with hands-on experience in public infrastructure projects of similar scope and complexity. All principal and senior-level staff have worked on public infrastructure engineering projects for both private and public-sector clients, making them diverse in skill set and uniquely capable of understanding both perspectives.

WEBB's team includes multiple professionals who have worked directly within public agencies as engineers and designers, giving them firsthand knowledge of agency processes, procurement requirements, and the nature of public sector decision-making. This insider perspective translates to smoother coordination with City Staff, fewer surprises during permitting, and more efficient project delivery.

Environmental Services Depth

Phase 1 of this project demands rigorous CEQA/NEPA compliance, environmental permitting, and coordination with multiple regulatory agencies. WEBB's Environmental Services Department has over 50 years of continuous experience providing CEQA and NEPA compliance services as a primary business function, with expertise spanning planning, design, environmental documentation, engineering coordination, and construction phase support for public agency projects.

Subconsultants

Mark Thomas Engineering
Structural Engineering

5000 East Spring Street, Suite 400, Long Beach, CA 90815

Mark Thomas provides civil and structures engineering, surveying, landscape architecture, planning & urban design, construction management, and grant writing services to clients throughout California. The Mark Thomas team has extensive experience delivering new bridges, and bridge replacements and rehabilitations, ranging from rural creek crossings and pedestrian bridges to arterial grade separations and freeway overcrossings. We are experienced in the design of cast-in-place concrete, precast concrete, and steel structures. Our team brings an unmatched understanding of new bridge design and bridge replacements and widenings over roads, railroads, and waterways; bridge feasibility studies; preparation of Bridge Type Selection Reports; and the HBP project delivery process. We are knowledgeable on the current bridge design codes including AASHTO Load and Resistance Factor Design (LRFD) Bridge Design Specifications and Caltrans Seismic Design Criteria (SDC) 2.0; and Caltrans bridge manuals. We are also intimately familiar with the Local Assistance Procedures Manual (LAPM) & Local Assistance Program Guidelines (LAPG); CEQA and NEPA documentation requirements; and state and federal funding requirements.

Earth Mechanics, Inc.
Geotechnical Analysis

765 North Main Street, Suite 136, Corona, CA 92878

Earth Mechanics, Inc. (EMI) is a California-based geotechnical and earthquake engineering consulting firm specializing in transportation infrastructure, including bridges, highways, roadways, rail/transit, ports/harbors, and tunnels. EMI brings extensive experience in geotechnical site investigations, seismic hazard evaluations, earthquake retrofit studies, and foundation design, with a strong record supporting bridge and roadway projects throughout California. For the Goetz Road Bridge project, EMI's expertise will support sound subsurface evaluation and geotechnical recommendations that help reduce design risk, address seismic considerations, and support constructable, resilient infrastructure solutions.

ECORP, Inc.
Biological Studies

215 North 5th Street, Redlands, CA 92374

ECORP, Inc. will provide specialized biological consulting services to support the project, including biological resource assessments, habitat evaluations, and regulatory permitting assistance. With extensive experience throughout Southern California, ECORP brings a strong understanding of sensitive species, jurisdictional resources, and compliance with state and federal environmental regulations. Their team has successfully supported infrastructure and transportation projects requiring coordination with agencies such as the U.S. Fish and Wildlife Service, California Department of Fish and Wildlife, and Regional Water Quality Control Boards. ECORP's expertise will help streamline environmental review efforts, minimize potential project impacts, and support timely project delivery.

Applied Earthworks
Cultural Studies

133 N San Gabriel Blvd, Pasadena, CA 91107

AE specializes in history, archaeology, paleontology, and cultural resources management. Current laws and regulations mandate consideration of prehistoric and historical remains. They use a variety of procedures to manage these resources without impeding progress. Through effective communication, technical expertise, economical and efficient project management, and creative solutions, AE makes it possible to build for the future without sacrificing our cultural heritage. WEBB and AE are currently working through AB52 compliance issues for other jurisdictions. WEBB has partnered on multiple projects with AE over the past five years.

Linscott, Law & Greenspan Engineers
VMT Analysis

2 Executive Circle, Suite 250, Irvine, CA 92614

Linscott, Law & Greenspan, Engineers (LLG) will provide Vehicle Miles Traveled (VMT) analysis for the project, bringing specialized expertise in transportation planning, traffic engineering, and CEQA transportation assessment. Since 1996, LLG has provided transportation planning, traffic engineering, and parking consultation services throughout the United States and internationally, with offices in Irvine, Pasadena, and San Diego. Their team has prepared VMT screening analyses, technical memoranda, and CEQA transportation assessments for public and private projects across California, including recent work in Riverside County. For this project, LLG will support the team by evaluating VMT impacts, documenting methodology and findings, and helping the City navigate SB 743/CEQA transportation requirements with defensible, agency-ready analysis.

Visual Concepts Lighting
Lighting Design and Electrical Engineering

4858 Mercury Street 210, San Diego, CA 92111

Visual Concepts Lighting, Inc., stands as a leading full-service electrical engineering firm, dedicated to the intricate art of sustainable lighting design. While our capabilities span the entire spectrum of electrical engineering, we have honed our focus and expertise on outdoor lighting, epitomizing a 'Fusion of Light' that transforms spaces – from high-end residential landscapes to picturesque streetscapes and dynamic municipal ball fields.Visual Concepts Lighting design philosophy is rooted in a seamless journey, guiding clients from lighting concept to construction-ready plans. With a robust foundation of over 30 years of hands-on electrical field experience and a cumulative 45 years of design prowess, we are committed to delivering designs that align with the true intent of our clients. Our approach aims to eliminate costly change orders, ensuring the successful realization of efficient and effective electrical systems.

T2 Utility Engineers
Utility Engineering and Surveying Services

5622 Research Dr, Huntington Beach, CA 92649

T2 UES, Inc. dba T2 Utility Engineers (T2ue) provides a full range of Utility Engineering services, including Subsurface Utility Engineering (SUE), advanced geophysics, test holes/potholing, surveying, and utility coordination to support infrastructure projects in the United States (US) and Canada. Recognized as a leader in managing the risks associated with above-ground and sub-surface utilities, T2ue staff have the experience and expertise with managing projects of all sizes, from small development jobs to large-scale billion dollar infrastructure projects for public and private clients. T2ue has 30+ offices and about 300 employees across the US and Canada and can quickly mobilize resources for your project. We retain a vast array of geophysical and designating equipment and one of the largest fleets of SUE vehicles within the West. T2ue's SUE crews and field technicians are available to respond quickly to your project needs.

RGI Utility Consultants
Utility Source and Design

200 S Main St 316, Corona, CA 92882

RGI Utility Consultants (RGI) will provide dry utility services for the City's Project. WEBB has teamed with RGI on a few recent Traffic Engineering projects throughout Inland Southern California, and could not be happier with the added value to the project team. Bob Gregory has expertise in the field of "Dry Utilities," which encompasses administrative, operational, and design knowledge for Power Companies, Telephone Companies, Gas Companies, CATV Companies, and Specialized Telecommunications Companies. Of particular interest is his expertise in major infrastructure for large Roadway Interchange Projects and major Grade Separation projects, as well as his knowledge in dealings with SCE and DWP Transmission facilities and Dry Utility Rights-of-Way issues.

CASE ROAD BRIDGE AND STREET IMPROVEMENT PROJECT

City of Perris

WEBB provided multidisciplinary engineering services for the Case Road Bridge Improvement Project, a major bridge replacement and multimodal corridor improvement project located along Case Road over the San Jacinto River in the City of Perris. The project replaces the existing structurally deficient two-lane bridge, originally constructed in 1927, with a new four-lane bridge crossing designed to improve regional mobility, traffic operations, hydraulic performance, safety, and active transportation connectivity. The project has been approved and is currently under construction.The new bridge structure consists of a 163-foot-long and 77-foot-6-inch-wide precast prestressed concrete I-girder bridge accommodating four travel lanes, a painted median, shoulders, and a separated 12-foot-wide bike path/future multipurpose trail. The project also includes roadway widening, staged construction, drainage improvements, utility coordination, and environmental enhancements associated with the San Jacinto River corridor. WEBB's services included roadway and civil engineering design, traffic and transportation engineering, multimodal and active transportation design, utility coordination, roadway drainage integration, geometric roadway improvements, and interagency coordination. WEBB worked closely with the City of Perris, regulatory agencies, and the broader consultant team to advance a context-sensitive bridge solution that balanced transportation needs, constructability, hydraulic constraints, environmental considerations, and long-term corridor functionality.A key component of the project involved extensive coordination with environmental and resource agencies, including the California Department of Fish and Wildlife (CDFW), U.S. Fish and Wildlife Service (USFWS), Riverside County Transportation Commission (RCTC), and the Western Riverside County Regional Conservation Authority (RCA). The final bridge configuration incorporated widened bridge openings, wildlife crossing benches, improved drainage features, and reduced permanent disturbance areas to support regional wildlife movement and minimize impacts within the San Jacinto River corridor. The revised project design reduced permanent impacts within the river corridor by more than 55 percent compared to earlier design concepts.WEBB also brought significant San Jacinto River and regional hydraulic corridor experience to the project through its Water Resources team. WEBB has extensive experience performing hydrologic and hydraulic analysis, flood control coordination, and drainage infrastructure design throughout Riverside County, including hydraulic modeling of the San Jacinto River from Railroad Canyon to the existing Army Corps levee in the City of San Jacinto. WEBB's experience includes preparation of master drainage plans, regional flood control studies, storm drain improvements, channel design, and backbone drainage infrastructure for complex transportation and flood control projects throughout the region.This experience was instrumental in supporting the hydraulic coordination and drainage integration required for the Case Road Bridge crossing, including bridge freeboard analysis, scour considerations, drainage conveyance improvements, and coordination with future San Jacinto River Master Drainage Plan improvements. WEBB's familiarity with local agency standards, permitting requirements, and regional flood control objectives helped streamline coordination and advance a practical and resilient bridge design solution within a constrained river environment.The project demonstrates WEBB's experience delivering complex bridge and corridor improvement projects requiring integrated roadway and bridge coordination, multimodal transportation design, utility and drainage integration, hydraulic coordination, environmental stewardship, stakeholder collaboration, and phased construction implementation within constrained and environmentally sensitive environments.

Project Highlights

Reference:
John Pourkazemi
City Engineer
1015 S G. St, Perris, CA 92570
jpourkazemi@cityofperris.org
951.943.6100 Ext. 116

Duration:
2019 - 2025

Construction Cost:
$12.8 M

Project Team:
Dilesh Sheth, PE, TE
Scott Hildebrandt, PE
Nicholas Lowe, PE, TE
Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM
Stephanie Standerfer
Son Le
Deborah Saulina

PERRIS LOGISTICS CENTER (PLC) NORTH OFF-SITE IMPROVEMENTS

City of Perris

WEBB provided multidisciplinary engineering, environmental, survey, utility coordination, and construction support services for the Perris Logistics Center (PLC) North Off-Site Improvements Project in the City of Perris for IDI Logistics. The infrastructure program supported more than six million square feet of industrial development within 416 acres in South Perris and included roadway, bridge, interchange, drainage, utility, railroad, environmental, and multimodal improvements.

The project included final engineering, permitting, utility coordination, traffic control, environmental clearance, biological mitigation support, survey and mapping, right-of-way engineering, reimbursement coordination, and construction support services for off-site infrastructure improvements associated with TPM 35877. Improvements supported regional goods movement, industrial access, multimodal circulation, and backbone infrastructure needs throughout the South Perris logistics corridor.

Major improvements included widening and reconstruction of Case Road, Ellis Avenue, and Redlands Avenue; I-215/SR-74/Case Road interchange improvements processed through Caltrans Streamlined Oversight; Case Road Bridge improvements over the San Jacinto River; railroad crossing and traffic signal improvements; regional drainage, hydrology, hydraulic, and water quality improvements; traffic control and phased construction staging; utility coordination and relocation; environmental clearance and permitting; right-of-way engineering and property acquisition support; and preparation of reimbursement agreements and funding coordination documents.

A major component of the project involved coordination for the Case Road Bridge crossing of the San Jacinto River, including bridge type selection, hydraulic analysis, staged construction evaluation, geotechnical coordination, constructability review, scour considerations, utility conflicts, drainage improvements, railroad coordination, environmental permitting, and final PS&E development consistent with Caltrans and AASHTO standards. The bridge improvements were designed to accommodate ultimate General Plan circulation requirements while maintaining regional mobility and supporting future freight demand.

Environmental services included CEQA IS/MND preparation, Section 404/401 permitting support, biological reports, delineations, CRAM evaluations, and coordination with the U.S. Army Corps of Engineers, Regional Water Quality Control Board, California Department of Fish and Wildlife, and Western Riverside County MSHCP requirements.

WEBB coordinated with the City of Perris, Caltrans, Riverside County Flood Control and Water Conservation District, Riverside County Transportation Commission, SCRRA/Metrolink, utility providers, environmental resource agencies, and consultant teams to advance the program through environmental clearance, final design, permitting, reimbursement coordination, and phased implementation.

Project Highlights

Reference:
John Pourkazemi
City Engineer
1015 S G. St, Perris, CA 92570
jpourkazemi@cityofperris.org
951.943.6100 Ext. 116

Duration:
2019 - 2025

Construction Cost:
$5.5 M

Project Team:
Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Son Le
Eliza Laws
Andrew Vollrath
Ryan Daniel, PE

NORTH INDIO CHANNEL PHASE 1 AND 2

Coachella Valley Water District

WEBB provided comprehensive project administration for the North Indio Regional Flood Control Project, where we oversaw the project's lifecycle, ensuring that every phase, from inception through to completion, adhered to the highest standards and timelines. We engaged in extensive project research to understand the complexities of the region's hydrology and geotechnical characteristics. This thorough investigation enabled us to design a flood control system tailored to the area's needs, incorporating advanced surveying and mapping techniques to delineate project boundaries and identify critical infrastructure components. Utility potholing was another vital service we provided, which involved precise detection and mapping of underground utilities to prevent disruptions and ensure project safety. Our hydraulic analysis and geotechnical investigation formed the backbone of our design process, ensuring the proposed solutions were practical and robust, capable of withstanding the region's flood risk.

Furthermore, WEBB's engagement extended beyond traditional engineering tasks to encompass a broad spectrum of activities critical for the project's success and community acceptance. We undertook environmental documentation to assess the project's impact on the local ecosystem, meticulously preparing reports to comply with regulatory standards and achieve necessary clearances. Recognizing the importance of community involvement, our public outreach efforts were designed to inform and involve local stakeholders, facilitating a smooth project implementation process. We also handled all easements and property acquisitions, coordinating negotiations and legal methods to secure the land required for the flood control measures. In addition, once construction commenced, WEBB provided support to address any technical challenges that arose, ensuring the project's objectives were met without compromise. Together, these services illustrated WEBB's holistic approach to project management and engineering, solidifying our role as a key player in enhancing flood resilience for the North Indio Community and beyond.

Project Highlights

Reference:

David Wilson, PE
Engineering Manager
51501 Tyler Street, Coachella, CA 92236
dwilson@cvwd.org
760.398.2661 Ext. 2736

Duration:

2013 - 2025

Construction Cost:

$110.2 M

Project Team:

Malissa Martinez
Eric Hays, PE
Scott Hildebrandt, PE
Joseph Caldwell, PE, CPESC, CPSWQ, QSD, QSP, CFM
Dilesh Sheth, PE, TE
Nicholas Lowe, PE, TE
Ricardo Perez, PE

Mark Thomas Bridge Project Experience

La Novia Avenue Bridge Replacement - PA&ED and PS&E, City of San Juan Capistrano

Status: Preliminary Design (35%)

Client Contact:

- City of San Juan Capistrano
- George Alvarez
- 949.443.6351

Mark Thomas is leading planning and preliminary engineering for the replacement of the La Novia Avenue Bridge over San Juan Creek. The project replaces an existing two-lane structure with a four-lane bridge designed to meet future capacity needs while accommodating multimodal users. The design incorporates pedestrian and equestrian facilities, requiring specialized considerations for user safety, separation, and accessibility. Geometric design and cross-section development were informed by traffic projections and community needs, ensuring a balanced and functional corridor. Environmental and hydraulic constraints are significant, with the project located in a sensitive creek environment. Detailed studies are evaluating floodplain impacts, habitat considerations, and permitting requirements to inform a compliant and constructible design solution. Structural analysis is focused on developing an efficient bridge system that minimizes in-channel impacts while maintaining durability and long-term performance. Foundation design and span configuration are being optimized based on geotechnical conditions and hydraulic requirements. The project highlights the ability to deliver technically sound bridge replacements in environmentally constrained settings. The outcome will be a context-sensitive, multi-use structure that improves capacity, enhances user experience, and meets regulatory and community expectations.

Nuevo Road Bridge Replacement over San Jacinto River PA&ED and PS&E, Riverside County

Status: PS&E in Progress

Client Contact:

- Umer Ahmed
- Riverside County Transportation Department
- 951.955.1637
- Uahmed@rivco.org

Mark Thomas is delivering PA&ED and PS&E for the replacement and widening of the Nuevo Road Bridge, a critical east-west connector serving the Perris region. The project replaces a structurally deficient crossing with a modern four-lane facility designed to accommodate current and future traffic demands. The team performed detailed traffic analysis and corridor modeling to optimize lane configurations, intersection tie-ins, and multimodal accommodations. Bicycle and pedestrian facilities were integrated into the design to enhance connectivity and safety for all users along the corridor. Hydrologic and hydraulic modeling played a central role in the design, evaluating river flow characteristics, floodplain impacts, and scour conditions. These analyses informed bridge span length, foundation type, and channel protection measures to ensure long-term performance and regulatory compliance. Through iterative design refinement and value engineering, Mark Thomas reduced the overall project footprint, minimizing right-of-way impacts and environmental disturbance. These optimizations resulted in more than $2 million in construction cost savings while maintaining full project functionality and performance objectives. The project demonstrates direct relevance to Perris conditions, including similar hydraulic constraints, regulatory requirements, and traffic demands. The outcome will be a resilient, cost-efficient bridge replacement that improves safety, capacity, and long-term infrastructure reliability for the region.

I-215/Harley Knox Boulevard Interchange & Bridge Widening - PA&ED, City of Perris

Status: Advanced Planning Study (APS) Completed; Design Ongoing

Client Contact:

- City of Murrieta
- Bob Moehling
- 951.461.6036

With the support of WEBB Associates as its subconsultant, Mark Thomas is supporting the City of Perris in evaluating interchange improvements at I-215 and Harley Knox Boulevard, including bridge widening and ramp reconfiguration. The project addresses increasing traffic demand and operational deficiencies at a key regional interchange. The design team conducted traffic forecasting through horizon year 2050, evaluating multiple design alternatives to improve capacity, safety, and operational efficiency. Geometric design and operational analysis were used to assess interchange spacing constraints, ramp configurations, and queueing conditions. These analyses informed the selection of preferred alternatives that maximize performance within existing right-of-way and infrastructure limitations. Alternatives included a Diverging Diamond Interchange (DDI), which was analyzed for its ability to reduce conflict points and improve traffic flow. Coordination with Caltrans and regional stakeholders continues to be critical to ensure design feasibility, compliance with state standards, and obtain environmental clearance in the coming months. This project demonstrates deep familiarity with Perris infrastructure, traffic patterns, and regulatory environment. The outcome is a set of technically vetted, performance-driven solutions that position the City for additional funding aid and successful implementation of the interchange improvements.

Evidence of Insurance

ALBEAWE-01 RDEANDA

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS 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.

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PO Box 5345
Riverside, CA 92517

CONTACT NAME: Kristie Koehrer
PHONE (A/C, No, Ext): (951) 779-8558 FAX (A/C, No): (951) 231-2572
E-MAIL ADDRESS: cal.cpu@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of America	25674
INSURER B : Lexington Insurance Company	19437
INSURER C : Lloyd's of London	15792
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			P-630-8W805292-TIL-25	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BA-9T94622A-25-43-G	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CUP-9T948494-25-43	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-4J648178-25-43-G	9/1/2025	9/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liab.			031711122	9/1/2025	9/1/2026	Ded $25k/EaClaim 2M	2,000,000
C	Cyber Liability			ESO0140474549	9/1/2025	9/1/2026	Ded:$2,500 / Occ/Agg	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
For Informational Purposes Only.

CERTIFICATE HOLDER

For Insured's Purpose Only

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

ACORD 25 (2016/03)

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ALBERT A. WEBB ASSOCIATES

APPENDIX A: ENVIRONMENTAL SCOPE OF WORK

TASK - 7.1 AIR QUALITY / GREENHOUSE GAS ANALYSIS

WEBB will prepare an Air Quality/Greenhouse Gas (AQ/GHG) Analysis in accordance with the South Coast Air Quality Management District (SCAQMD) requirements to evaluate the construction emissions from the Project. It is assumed that operational emissions sources are negligible and are evaluated qualitatively. The analysis will:

- Calculate emissions from construction activities from a single design of the Project using the SCAQMD-recommended CalEEMod (version 2022.1) program.
- Prepare a regional significance threshold analysis as well as a localized significance threshold analysis using the LST Look-Up Tables, per SCAQMD requirements.
- Compare Project emissions to SCAQMD draft GHG thresholds.
- Analyze model results and incorporate mitigation measures, as appropriate, into the computer model. It is assumed that all modeling assumptions will be approved by the City prior to the commencement of any modeling and that all data required will be readily available and provided by the City.

A technical memorandum will summarize Project-related emissions, identify potential impacts from the Project, and recommend mitigation measures to reduce those impacts, as appropriate. WEBB will also calculate the energy consumption from construction activities associated with the proposed Project. Energy calculations will be presented in tables and included under separate cover. This scope includes revisions from one round of City comments that are editorial in nature.

TASK - 7.2 MSHCP CONSISTENCY ANALYSIS AND REPORT

Prior to conducting any field work, ECORP will coordinate with the Client to discuss contract responsibilities, scope of work, site access, any field restrictions, data collection, scheduled deliverables, submittal preferences, and other Project-related details.

Additionally, during the Project, as needed, ECORP will attend Project meetings or conference calls with the Client via phone or online platform such as Microsoft Teams or Zoom, provide general technical support, provide Project status updates and updated schedules, and maintain regular communication with the Client. In addition, ECORP Senior Biologists will be available as needed to participate in meetings, communications, and negotiations with the Regional Conservation Authority (RCA) and the resources agencies (U.S. Fish and Wildlife Service [USFWS], Regional Water Quality Control Board [RWQCB], U.S. Army Corps of Engineers [USACE], and California Department of Fish and Wildlife [CDFW]) should those be necessary above and beyond what is assumed for each relevant task below.

ECORP has assumed up to 30 hours for this task. Coordination will be conducted via email/phone or online meeting application such as Microsoft Teams, as mutually agreed upon by the participants. No in-person meetings are assumed with this task. If the number or type of requests for out-of-scope assistance exceeds what can be accommodated by this budget, based on a best-efforts basis, then a contract amendment will be requested.

Our understanding is that the Project site will need assessments for, at a minimum, burrowing owl habitat and riparian/riverine resources, vernal pool, and fairy shrimp habitat (assumes no focused surveys needed for any riparian resources; if habitat is identified, contract amendments will be required) for compliance under Section 6.1.2 of the MSHCP.

Literature Review: Using our knowledge of the biological resources under the MSHCP within the Perris area and public databases, an ECORP biologist will conduct a literature review to determine if there are any records of listed and/or special-status plant and wildlife species occurring on or in the vicinity of the site. This task will include a review of CDFW's California Natural Diversity Database (CNDDB), the California Native Plant Society's Electronic Inventory (CNPSEI) of Rare and Endangered Plants, the RCA's MSHCP Information App, the USFWS Information for Planning and Consultation (IPaC), the USFWS Critical Habitat Portal, the USFWS National Wetlands Inventory (NWI), a review of any available previous biological studies completed for the Project, and a review of other documentation that is relevant for evaluating biological resources, including species occurrence potential (e.g., range maps of special-status species) for relevant information.

Field Assessment: After conducting the literature review, biologists familiar with the biological resources associated with the Perris area will conduct a reconnaissance-level biological field survey at the Project site. The field survey will focus primarily on a burrowing owl habitat assessment and an assessment of any riparian/riverine or vernal pool and fairy shrimp habitat as required by Section 6 of the MSHCP. These tasks are detailed below. In addition, the assessment will identify potential biological constraints to development, including federally or state-listed, or otherwise special-status, plant and wildlife species and sensitive habitats. The results of the reconnaissance-level surveys will be recorded electronically, and photographs will be taken to document the current conditions of the Project site and vicinity. All species of plants and animals observed during the field survey will be recorded. Habitats and vegetation communities will be mapped. Representative photographs will be taken to document the site conditions at the time of the survey. A list of plant and wildlife species will be recorded during the survey. If any special-status biological resources are found within the Project site, their location will be recorded.

The Proposed Project site is located within the area covered by the Western Riverside County MSHCP and is subject to the requirements of the Plan. Therefore, at a minimum, habitat assessments for riparian/ riverine, vernal pool, and fairy shrimp (MSHCP Section 6.1.2), narrow endemic plant species (MSHCP Section 6.1.3), burrowing owl (Section 6.3.2), and the urban/ wildlands interface (MSHCP Section 6.1.4) would be required for compliance under the MSHCP. If a vernal pool or fairy shrimp habitat is found to be present on the site, then a fairy shrimp survey may be conducted under an additional task not included in this proposal. ECORP assumes there is no habitat for special-status riparian bird species overlapping or within 500 feet of the Proposed Project site; no riparian bird surveys are included.

MSHCP Consistency Analysis Report: An MSHCP Consistency Analysis Report that describes the Proposed Project within the context of the MSHCP requirements will be prepared. Included in the discussion will be the Project area's position with respect to Area Plan designations, Criteria Cells, and Subunit designations. Special survey areas within the Project area, such as the burrowing owl survey area (Section 6.3.2), their location(s) within the Project site, and compliance with the MSHCP will be discussed. The analysis will discuss riparian/riverine areas, vernal pools, and fairy shrimp habitats (Section 6.1.2) as determined by the field assessment.

After completion of the field assessment and any focused surveys for burrowing owl, CBB, bats, and/or fairy shrimp, ECORP will prepare a MSHCP Consistency Analysis Report detailing the results of the aforementioned literature review, field assessment, focused surveys, and MSHCP consistency. The report will be prepared in accordance with the RCA's Consistency Analysis template and will include a Project

description, methods used to conduct the surveys, a description of existing biological conditions on the site, and summaries of the results of focused surveys, as applicable. Lists of wildlife and plant species observed during the surveys will be included as an appendix. Any habitat for burrowing owl, CBB, bats, riparian/riverine, vernal pool, least Bell's vireo, southwestern willow flycatcher, western yellow-billed cuckoo, and fairy shrimp habitats identified within the Project site will be presented.

The report will also identify any areas on the site that are potentially subject to USACE, RWQCB, or CDFW jurisdiction and describe the potential need for permits with these regulatory agencies, if applicable. However, an aquatic resource delineation (ARD) will be completed as a separate task with a separate report, including, if necessary, a discussion of applicable regulatory permitting requirements.

ECORP will provide one electronic copy of the draft MSHCP Consistency Analysis Report for review. After incorporating responses to one round of complete and compiled comments, ECORP will prepare a final version that will be submitted to the Client electronically.

TASK 7.2.1 - FOCUSED PLANT SURVEYS

Surveys for narrow endemic plant species and the criteria area plant species are required because the Proposed Project site overlaps with designated survey areas for these resources, as specified in the MSHCP. One ECORP biologist will conduct focused plant surveys, including two survey events to adequately cover the species that may be present.

The results of the focused plant surveys will be presented in the MSHCP Consistency Analysis Report, associated with Task 2. The report will describe the survey methodology, survey conditions, and results with maps depicting the Project site and locations of any special-status plant observations. Discussion of the survey results in the report will be in accordance with the MSHCP consistency analysis requirements for all applicable surveys.

TASK 7.2.2 - FOCUSED BURROWING OWL SURVEYS

If burrowing owl habitat is found to be present on the site (including the presence of suitably-sized burrows), then focused burrowing owl surveys will need to be conducted in accordance with Section 6 of the MSHCP. The focused surveys will be conducted in accordance with the guidelines provided in the MSHCP. The protocol requires that a focused burrow survey (Part A) and three additional focused burrowing owl surveys (Part B) be conducted between March 1 and August 31. All four surveys are assumed to be included in this task and will be conducted to fulfill the MSHCP burrowing owl survey requirements.

Each of the four focused burrowing owl surveys will consist of initially conducting a visual survey of all suitable habitat with special focus on any previously mapped burrows, owl sign, and owls, including perch locations, in order to ascertain owl presence. Following the visual survey, the owl and owl sign survey will then be conducted within suitable habitat across the entire Project site and the adjacent 150 meters, where accessible. These pedestrian surveys will be conducted by walking transects spaced approximately 10 to 20 meters apart to achieve 100-percent visual coverage of the ground surface. During the pedestrian surveys, the biologist will record all burrowing owl observations, occupied burrows, and burrows with owl sign (e.g., whitewash, pellets, feathers, and bones of prey items) that were not previously identified during the habitat assessment survey. The biologist will also note the number of individual owls, owl pairs, juveniles, and any behavior, such as courtship and mating. The surveys will be conducted in the morning, one hour before sunrise to two hours after sunrise, or in the early evening, two hours before sunset to one hour after sunset, during favorable weather conditions (e.g., wind less than 20 miles per hour, temperature less than 90 degrees Fahrenheit). All location data will be documented on field data sheets and recorded using a GPS.

The results of the focused burrowing owl surveys will be presented in the MSHCP Consistency Analysis Report. The report will describe the survey methodology, survey conditions, and results, including the locations of any burrowing owl observations, occupied burrowing owl burrows, and potential burrows. The report will also include maps depicting the Project site, suitable burrowing owl habitat, and the locations of any burrowing owl observations or burrows. Discussion of the survey results in the report will be in accordance with the MSHCP Consistency Analysis requirements for all applicable surveys.

TASK 7.2.3 - CROTCH'S BUMBLE BEE SURVEYS

If Crotch's bumble bee (CBB) habitat is found to be present on the site, CBB-focused surveys will be conducted in accordance with the 2019 U.S. Fish and Wildlife Service protocol for the Rusty Patched bumble bee, with species-specific adjustments based on CDFW's Survey Considerations for CESA Candidate Bumble Bee Species dated June 6, 2023. Three surveys will be conducted during the CBB colony active period (March-August). To the extent possible, surveys will coincide with peak blooms of various flowering resources in the CBB Survey Area and will be timed a minimum of two weeks apart. Paved and developed areas will be excluded from surveys. The surveying biologist will walk meandering transects throughout all non-excluded habitats within the Project site in order to determine the presence of CBB and its potential use of the site for foraging, nesting, and overwintering.

Surveys will only be conducted at least one hour after sunrise and ending at least two hours before sunset (ideally between 9am and 1pm) during appropriate weather conditions when temperatures are between 65°F and 90°F. Wet conditions (e.g., foggy, raining, or drizzling) and periods of sustained high winds greater than 8 miles per hour will be avoided. The surveyor will conduct visual, non-capture surveys using close-focusing binoculars to search for, identify, and count (or estimate) bumble bees. Surveys will be conducted at an average rate of 3 acres per hour, with more time spent in areas with flowering resources and less time in areas without them. Digital photographs will be used to document and identify bumble bees. In addition, representative photographs of the habitat will be taken for each CBB detection, and the specific floral use of each CBB will be described. The locations of all CBB and any incidental special-status species detections will be recorded using a GPS-enabled device. Wildlife species detected will be recorded in field notes (with emphasis on identification of other pollinators in flight), and plants in flower at the time of each survey will be noted. Inaccessible areas (private property, sheer canyon walls) within the CBB Survey Area will be surveyed utilizing binoculars.

If the Client requests that these surveys be completed, the results of the focused CBB surveys will be presented in the MSHCP Consistency Analysis Report, associated with Task 2. The number and timing of surveys, as well as the results of survey efforts, will be presented. The report will also include a general description of any potential CBB habitat identified, areas excluded from surveys, photographs, and a map showing the locations of any CBB and incidentally observed special-status species.

Task 7.2.3 Assumptions:

- The CBB Survey Area assumes a 100-foot survey buffer around all potential impact areas and a maximum of 15 acres in a single day.
- Costing assumes one biologist on a single 8-hour day (inclusive of travel) for each of three survey sessions for a total of three person days.
- Costing assumes the biologist can cover 3 acres of suitable habitat per hour and 5 hours of suitable weather conditions each survey day. Should the onsite conditions or weather dictate more or less survey effort is required, the Client will be notified. Microclimate cannot be determined in advance, but surveys will be scheduled for days with forecasted suitable weather conditions.
- Non-lethal, netting surveys by a Biologist who holds a Scientific Collecting Permit and Letter of Authorization or Memorandum of Understanding to net CBB during its Candidacy period are not included but can be conducted upon request. An extra cost of $400 for preparation and submittal of a DFW 1379b notification form, survey protocol, and tailored resumes to CDFW, a minimum of 15 days prior to the start of surveys, would apply.

TASK 7.3 - DETERMINATION OF BIOLOGICALLY EQUIVALENT OR SUPERIOR PRESERVATION (DBESP)

The MSHCP-required process by which the Client must demonstrate adequate replacement of biological functions and values begins with the submission of a Determination of Biologically Equivalent or Superior Preservation (DBESP) report. To ensure compliance with the MSHCP in relation to Section 6.1.2 (riparian/riverine and vernal pool habitats and affiliated species), ECORP will prepare a DBESP document that adheres to the template provided by RCA and describes avoidance, minimization, and mitigation efforts of the Project in the context of Section 6.1.2 of the MSHCP. Impacts that cannot be feasibly avoided must be mitigated so that lost functions and values associated with MSHCP-identified species and sensitive habitats are replaced. The DBESP report will be prepared in a manner consistent with the MSHCP and RCA guidelines and will contain the following required elements:

- Definition of the Project area and discussion of the Project area relationship to the Reserve Assembly.
- A written Project description, demonstrating why an avoidance alternative is not feasible.
- A written description of biological information available for the Project site, including the results of resource mapping and required biological resource survey data.
- Quantification of unavoidable impacts to riparian/riverine areas associated with the Project, including direct and indirect effects.
- A written description of Project design features and mitigation measures that reduce indirect effects, such as edge treatments, landscaping, elevation difference, minimization, and/or compensation through restoration or enhancement. This includes an analysis of the functions and values affected by the proposed Project, as well as those of the habitat to be created.
- A finding demonstrating that although the proposed Project would not avoid impacts, with the proposed design and compensation measures, the Project would be biologically equivalent or superior to that which would occur under an avoidance alternative without these measures, based on one or more of the following factors: effects on Conserved Habitats; effects on MSHCP-identified species; and, effects on riparian linkages and function of the MSHCP Conservation Area.

The proposed compensation measures presented in the DBESP report will be based on measures discussed with and agreed upon by the Client. Up to two (2) one-hour conference call meetings with the ECORP Project Manager and/or biologist/regulatory specialist are included in this task to finalize the agreed-upon mitigation requirements outlined in the DBESP. **ECORP has included a total of 76 hours to prepare the DBESP**. The scope under this task includes the preparation and submittal of a draft DBESP report to the Client, one draft revision, and the submittal of a final version to the Client, all in electronic format.

TASK 7.4 - AQUATIC RESOURCES DELINEATION AND REPORT

ECORP will conduct an aquatic resources delineation for the approximately 7-acre Proposed Project site in accordance with methodology outlined in the USACE Wetlands Delineation Manual (Environmental Laboratory 1987), the Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Arid West Region (USACE 2008a), and A Field Guide to the Ordinary High Water Mark in the Arid West Region of the Western United States (USACE 2008b), as well as in accordance with the State Water Resources Control Board State Wetland Definition and Procedures for Discharges of Dredges or Fill Material to Waters of the State (adopted April 2, 2019). Prior to conducting field work, ECORP will review existing available information for the site, including the National Wetland Inventory, U.S. Geological Survey topographic mapping, soil survey mapping, and aerial imagery (recent and historic).

ECORP delineation specialists will visit the site to identify and map all aquatic resources present within the Project site. The boundaries of all aquatic features, including potential Waters of the U.S. and/or State, will be delineated in the field using a GPS device capable of submeter accuracy. The boundaries of potential CDFW jurisdictional streambed/riparian habitat will also be delineated during the site visit, following the guidance and definitions in Sections 1600-1602 of the California Fish and Game Code. Indicators of the ordinary high water mark (OHWM) and paired sample point data of vegetation, soils, and hydrology will be used as needed to support the determination of boundaries of aquatic features. Munsell Soil Color Charts (Munsell Color 2009) and the Web Soil Survey (NRCS 2026) will be used to aid in identifying hydric soils in the field. The Jepson eFlora 2026 edition and the USACE National Wetland Plant List (USACE 2022) will be used for plant nomenclature and identification.

An Aquatic Resources Delineation Report and delineation maps of the findings will be submitted to the Client and will include a description of existing site conditions, field methods, and results of the aquatic resources delineation. The report will be formatted in accordance with the most recent USACE guidance.

A draft report will be prepared and submitted to the client for comment. One round of consolidated comments will be addressed, and the report will then be finalized.

Task 7.4 Assumptions:

- The scope assumes that the Project site, including construction/disturbance limits, will be provided as closed polyline or polygon features in ESRI shapefile(s), ESRI/geodatabase(s), or AutoCAD file(s) in a defined and clearly stated grid coordinate system on either a single layer or on multiple layers to ECORP at the start of preparation with clear direction given to what layers constitute the Project footprints. The construction limits need to include the Project site, potential staging areas, material storage areas, toes of slope, disposal

sites, access routes, and proposed mitigation sites (if applicable). This task assumes that no changes occur to the original 7-acre Project site or design after initiation of the task.

- The scope assumes that access to the entire Project site will be granted. In areas where access is not permitted or in areas that are unsafe to access (e.g., steep cliffs, unstable hillsides, thick woody vegetation, poisonous plants), ECORP will use aerial imagery to desktop map the features, and this will be discussed as a limitation in the report.
- This scope assumes the delineation will be conducted by two biologists over one 10-hour day, provided temperatures do not exceed 95°F (e.g., extreme heat). If the survey must be performed during periods of extreme heat, additional field survey days may be needed to account for the safety of surveyors, and a change order may be necessary.
- This task does not include a Project-specific impact analysis (e.g., figures showing specific limits of permanent and temporary impacts and/or associated impact calculations) and does not include coordination or consultation with the regulatory agencies or preparation of permit applications.

TASK 7.5 - HABITAT EVALUATION AND NEGOTIATION STRATEGY (HANS) AND JOINT PROJECT REVIEW (JPR) APPLICATIONS AND ADDITIONAL RESERVE LANDS EQUIVALENCY ANALYSIS

The Project occurs within two MSHCP Criteria Cells, and the HANS process is anticipated to be necessary based on the conservation descriptions provided in the MSHCP. ECORP has scoped to complete the initial step of this process, known as 'HANS I,' which entails submittal of the HANS application, a review by the RCA of the application materials, and issuance by the RCA of a HANS criteria determination letter and exhibit provided to the applicant. The remaining steps in the HANS process are dependent on the content of that criteria determination letter, since the letter outlines proposed conservation on the parcel, studies to undertake, and other matters related to meeting MSHCP consistency. Because these steps are unknown at the time of this scoping, this task only covers the HANS I portion of the process. Additional scope items that may be needed as a requirement of the criteria determination letter will be scoped in the future, as needed, along with a request for a contract amendment.

Under this task, ECORP will assist the Client with preparing the HANS application and initiating the JPR process. ECORP will assist the Client in filling out the proper form (HANS Application) and presenting the Project to the RCA as part of their JPR process. This task assumes ECORP will attend up to four virtual meetings with the Client, City, and the RCA throughout the HANS and JPR process (up to 32 hours of labor). For each of the meetings, we assume ECORP will prepare a brief slide presentation or summary handout and will follow up with a meeting summary or minutes document. ECORP also assumes up to 28 hours of coordination with the Client, City, and RCA. ECORP has assumed 29 hours related to the HANS task and a total of 23 hours related to the JPR task.

Since the Project may impact existing Additional Reserve Land (ARL) protected by the MSHCP and owned by the Regional Conservation Authority, we expect that an equivalency analysis will need to be completed as part of the JPR process. As such, this task includes scope for ECORP to prepare supplemental analysis that will be needed to reach MSHCP Consistency. ECORP will approach this task by conducting background research and performing a field assessment of the property being proposed as mitigation/replacement land. Following the research and survey, ECORP will prepare a Reserve Replacement Equivalency Report to MSHCP standards. The report will be based on guidance provided by the RCA.

In preparation for writing the report, ECORP will conduct a review of the available biological information for the Proposed Project, along with the mitigation requirement(s) as described by the RCA. We assume that any previous biological studies of the proposed replacement land will be made available to ECORP for review. Any available resources under the MSHCP will be examined, including the MSHCP Baseline Vegetation Data within the replacement land. ECORP will also conduct a database search of existing public information sources, including but not limited to the CNDDB, to develop an expected species occurrence profile for the replacement land.

After background research has been completed, ECORP will conduct a biological survey of the replacement land to map vegetation communities, identify habitats present that may support special-status plant and wildlife species, and to preliminarily map any drainages present (a formal delineation of potentially jurisdictional aquatic features will not be performed). Representative photographs will be taken of the replacement land and its resources. If any special-status plant or wildlife species are incidentally observed, their location(s) will be recorded on maps. A full plant and animal species list will be collected during the survey.

Following the survey, ECORP will prepare a report that meets the analysis requirements for the Reserve Replacement Equivalency findings. The report will provide background information, methods, a description and quantification of the impacts on existing reserve lands (within the Project site), a description of existing conditions of the reserve replacement lands, and supporting figures. Figures to be included will be a location/vicinity map, a map of the proposed impact (temporary and permanent impacts) to reserve lands within the Project site, a map of the proposed replacement lands, existing vegetation/land cover of both the affected areas and replacement lands, and the MSHCP baseline vegetation/land cover for both the affected reserve areas and the replacement lands. An equivalency finding will be prepared to compare the affected lands with the reserve replacement lands, describing the various resources present and demonstrating consistency with the MSHCP. ECORP will submit a draft report for review to the City and prepare a submittal for the RCA based on any City comments received. We anticipate two rounds of review and comment on the document before it can be finalized.

Task 7.5 Assumptions:

- Assumes addressing two rounds of complete and compiled comments on the HANS Application prepared by ECORP, resulting in three drafts of the application.
- Assumes addressing two rounds of complete and compiled comments on the JPR Application prepared by ECORP, resulting in three drafts of the application.
- This task does not include any permit or processing fees that may be associated with the HANS or JPR Applications.
- ECORP will attend up to four meetings. For each meeting, ECORP will prepare a brief slide presentation, upon request, or summary handout(s) and meeting summary document.
- Up to 28 hours of coordination time with Webb and/or the Client outside of the official HANS and JPR coordination with the RCA is included.

7.6 CULTURAL RESOURCES ASSESSMENT AND PALEONTOLOGICAL MEMO (APPLIED EARTHWORKS)

Literature and Records Search

Æ will complete a cultural resource literature and records search at the South Coastal Information Center (SCIC) of the California Historical Resources Information System, housed at San Diego State University. We assume the total fee for the SCIC records search will not exceed $600.00. Based on the size of the Project and records search limits, Æ estimates approximately a 6 week turnaround time for the SCIC literature and records search.

Sacred Lands File Search and Tribal Follow-up

Æ will contact the California Native American Heritage Commission (NAHC) for a search of the Sacred Lands File. The NAHC is experiencing delays in response time, and the current turnaround time for the Sacred Lands File search is approximately 4–6 weeks. Æ will follow up by contacting Tribes/individuals identified by the NAHC with local Traditional Use Areas who may have information regarding Native American cultural resources within the Project vicinity. Æ will initiate contact by email letter, followed by an email or telephone call. Æ assumes the City will be responsible for conducting all Assembly Bill (AB) 52 consultation efforts.

Cultural Field Survey

Upon receipt of the records search results, an Æ qualified archaeologist will conduct an intensive pedestrian field survey of the Project area (approximately 7 acres). Æ's survey transect spacing will range from 10 to 15 meters (30 to 50 feet) insofar as possible, and the ground surface of all landforms with likely intact and significant cultural resources, if any, also will be examined. Additionally, Æ's archaeologist will investigate any unusual contours, soil changes, distinctive vegetation patterns, features (e.g., road cuts, ditches, and stream cuts), and other potential cultural site markers. For the cultural resource survey, Æ is not responsible for landowner permissions and access to the Project area. Safe access must be ensured by the client. For the purposes of this price estimate, we assume that once the cultural resource, Goetz Bridge, is documented on the appropriate California Department of Parks and Recreation (DPR) forms and evaluated for listing in the California Register of Historical Resources (CRHR).

Æ will accomplish this through a combination of fieldwork and desktop research. We will characterize the existing bridge, document its location in relation to the Project area, complete archival research, evaluate its significance using criteria set forth in the CRHR, and develop appropriate mitigation measures if necessary. Fieldwork will involve visual inspection and photo-documentation of the built environment resource within the Project area.

Cultural Resource Report

Upon completion of the field investigation, Æ will prepare a report that meets CEQA standards. This report will describe the Project, cultural setting, desktop and field investigation methods, survey results, resource evaluations, and provide management recommendations. The report will also incorporate the results of the SCIC records search, as well as communications with the NAHC and local Native American Tribes. Æ assumes that one round of minor comments will need to be addressed following the City's review of the draft technical report and that no major revisions will be required. Æ's draft report will be submitted electronically in MS Word format for ease of review; our final report will be submitted electronically as a PDF file.

PALEONTOLOGICAL RESOURCE TASKS

Museum Search and Literature Review

According to the 2013 County of Riverside paleontological sensitivity map, the Project area (~100%) is ranked as High B (Hb) Sensitivity, because fossils are likely to be encountered at or below four feet of depth. Æ will request a museum records search at the Natural History Museum of Los Angeles County (NHMLAC) for recorded paleontological resource localities within and in the vicinity of the Project boundary. We assume the total records search fee will not exceed $500.00. The current turnaround time for the NHMLAC is generally 2 weeks. As part of this task, we will also review the online records of the University of California Museum of Paleontology and the Paleobiology Database. Æ's paleontology staff will supplement museum collections records by completing a review of published and unpublished geologic mapping and scientific literature to further characterize the geology and paleontology of the Project area.

Paleontological Field Survey

Upon receipt of the museum records search results and completion of the literature review, a qualified Æ paleontologist will conduct a pedestrian field survey of the Project area. The purpose of the field survey will be to visually inspect the ground surface for exposed paleontological resources within the Project area, to note the sediments exposed within the Project area, and to evaluate geologic exposures for their potential to contain significant subsurface paleontology. For the paleontological survey, we anticipate no discoveries of paleontological resources (i.e., significant or insignificant) that will require documentation or evaluation during the field survey.

As a health and safety precaution, we plan for our paleontologist to conduct the paleontological resource field survey concurrently with the archaeologist's cultural field survey. As with the cultural survey, Æ is not responsible for obtaining landowner permissions or for access to the Project area. The paleontologist will utilize the same JHA prepared for the archaeological survey. Therefore, no additional efforts are assumed for health and safety during the paleontological survey.

Paleontological Resource Report

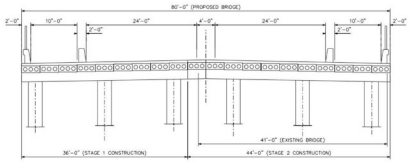
Upon completion of the records search, literature review, and field survey, Æ will draft a Paleontological Resource Assessment (PRA) to document the results of the desktop and field efforts and to provide Project-specific recommendations on monitoring or mitigation (if applicable). All paleontological work will be conducted in accordance with the City's guidelines and will meet the requirements of CEQA. Æ's draft PRA will be submitted electronically in MS Word format for ease of review; we assume any comments to address will be minimal prior to finalization. Æ will submit our final PRA electronically as a PDF file. No hard copies will be prepared or submitted.

ALBERT A. WEBB ASSOCIATES

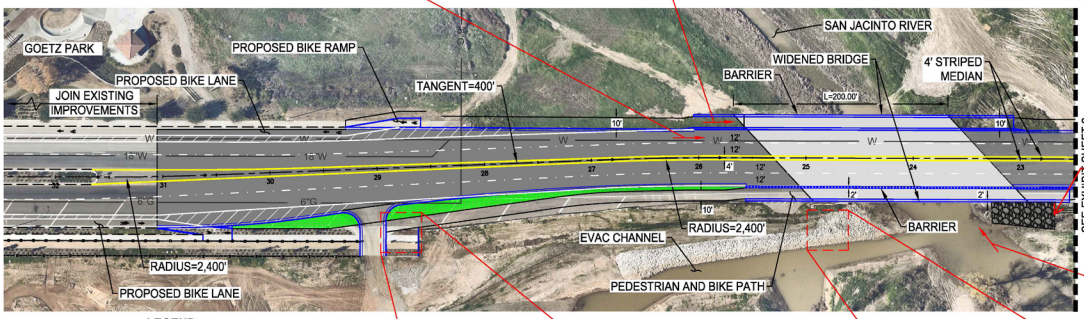
APPENDIX B: EXHIBITS

FIGURE 1: EXISTING OVERHEAD ELECTRICAL AND COMMUNICATIONS UNTILITIES TO BE RELOCATED TO BE WITHIN NEW BRIDGE STRUCTURE.

FIGURE 2: EXISTING PEDESTRIAN PATH IS ONLY 4' WIDE. PROPOSED BRIDGE TO HAVE TWO 10' WIDE MULTI-PURPOSE PATHS PROTECTED BY CONCRETE BARRIERS.



PROPOSED WIDENED GOETZ ROAD BRIDGE



STORM DRAIN OUTLET STRUCTURE UNDER CONSTRUCTION. ADDITIONAL OUTLET STRUCTURE AND STORM DRAIN FACILITIES CAN BE CONSTRUCTED ON SOUTH SIDE OF BRIDGE.

LEGEND

- CURB & GUTTER
- MULTI USE PATH BUFFER
- LANE LINE
- CONCRETE BRIDGE DECK
- AC PAVEMENT
- LANDSCAPE
- STORM DRAIN OUTFALL PER PRIVATE DEVELOPMENT

FIGURE 3: EXISTING WATER UTILITIES AND UTILITIES CURRENTLY BEING CONSTRUCTED MAY NEED TO BE RELOCATED OR ADJUSTED DUE TO UPDATED STREET ALIGNMENT. EXISTING DRIVEWAY AND PARKWAY IMPROVEMENTS TO BE RECONSTRUCTED TO MATCH NEW ALIGNMENT.

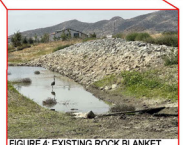


FIGURE 4: EXISTING ROCK BLANKET TO BE PARTIALLY IMPACTED BY CONSTRUCTION ACTIVITIES AND BE RECONSTRUCTED.

FIGURE 5: EXISTING BRIDGE DECK AND COLUMNS TO BE FULLY REMOVED. PROPOSED FOUNDATION AND PIER DESIGN TO INCORPORATE FUTURE RIVERBED EXCAVATION PROJECT.

GOETZ ROAD BRIDGE REPLACEMENT PROJECT

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

W.O. 26-0253
SHEET 1 OF 2 SHEETS

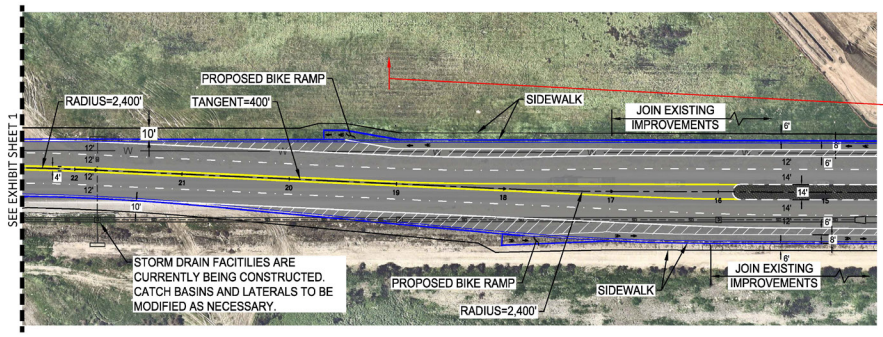
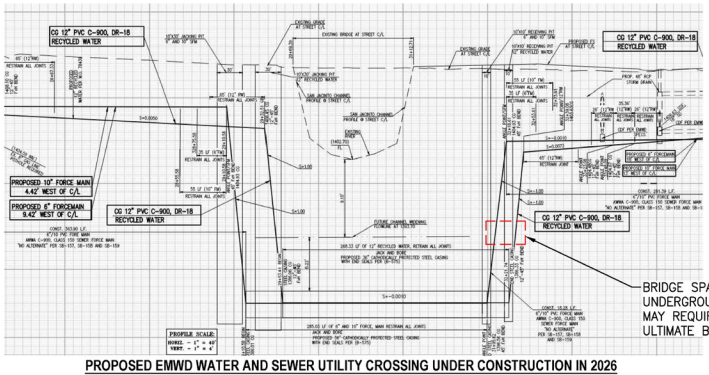


FIGURE 6: WILDLIFE CONSERVATION AREA TO BE POTENTIALLY IMPACTED BY THE PROJECT AND CONSTRUCTION ACTIVITIES.



BRIDGE SPAN AND ABUTMENTS TO CONSIDER UNDERGROUND UTILITY LOCATIONS. UTILITIES MAY REQUIRE ADJUSTMENT DEPENDING ON ULTIMATE BRIDGE DESIGN.

PROPOSED EMWD WATER AND SEWER UTILITY CROSSING UNDER CONSTRUCTION IN 2026

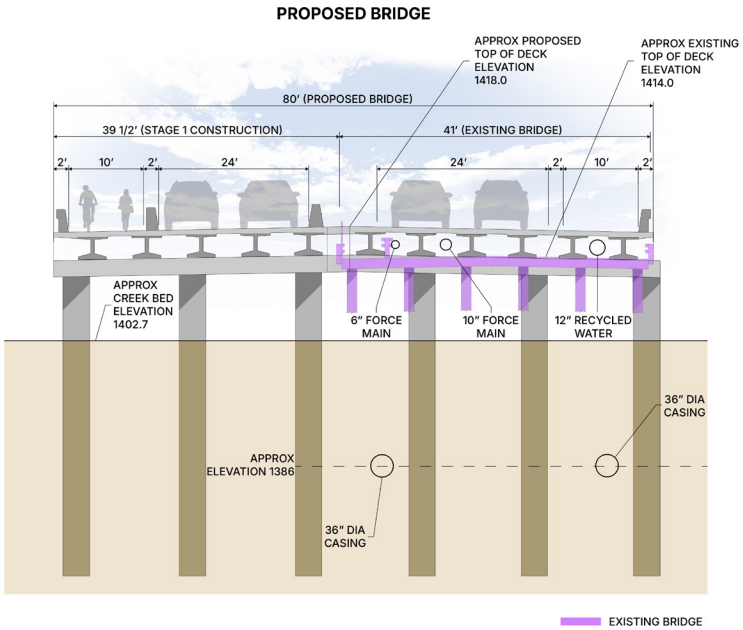
LEGEND

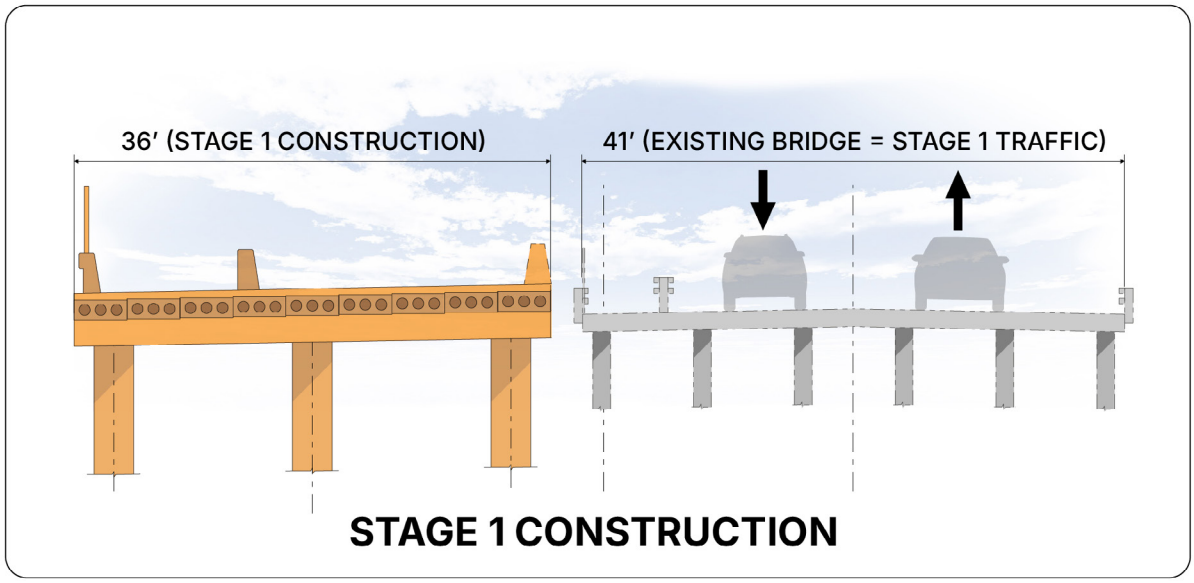
- CURB & GUTTER
- MULTI USE PATH BUFFER
- LANE LINE
- AC PAVEMENT
- EXISTING RAISED MEDIAN
- STORM DRAIN LINE PER PRIVATE DEVELOPMENT

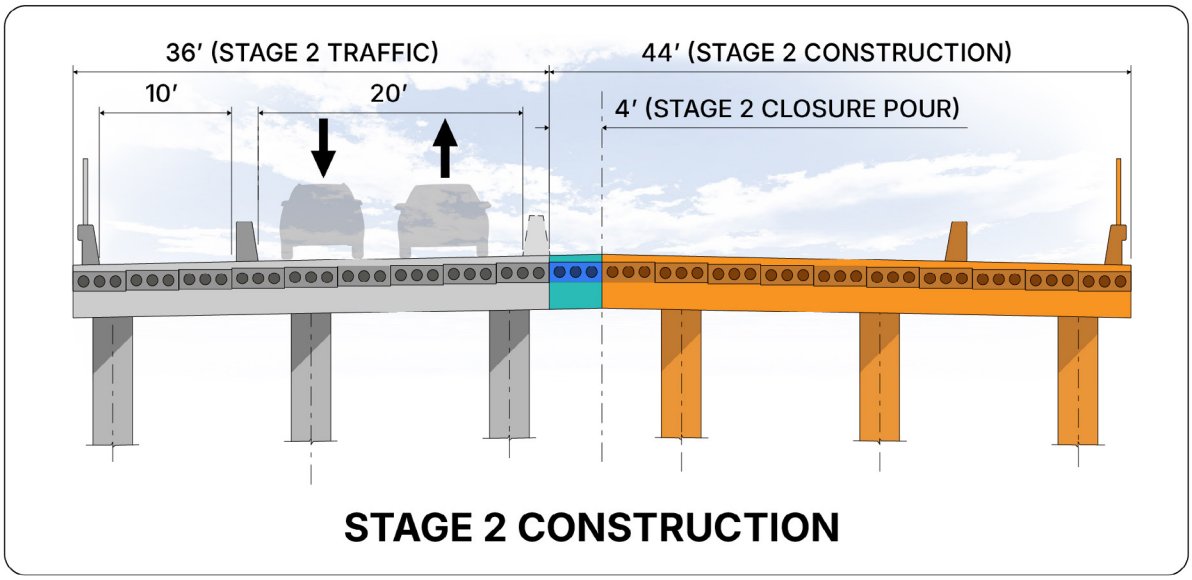
GOETZ ROAD BRIDGE REPLACEMENT PROJECT

ALBERT A. WEBB ASSOCIATES
ENGINEERING CONSULTANTS
3788 McCRAY STREET
RIVERSIDE CA. 92506
PH. (951) 686-1070
FAX (951) 788-1256

W.O. 26-0523
SHEET 2 OF 2 SHEETS


PROPOSED BRIDGE
APPROX PROPOSED TOP OF DECK ELEVATION 1418.0
APPROX EXISTING TOP OF DECK ELEVATION 1414.0
80′ (PROPOSED BRIDGE)
39 1/2′ (STAGE 1 CONSTRUCTION)
41′ (EXISTING BRIDGE)
2′
10′
2′
24′
24′
2′
10′
2′
APPROX CREEK BED ELEVATION 1402.7
6″ FORCE MAIN
10″ FORCE MAIN
12″ RECYCLED WATER
36″ DIA CASING
APPROX ELEVATION 1386
36″ DIA CASING
EXISTING BRIDGE


36′ (STAGE 1 CONSTRUCTION)
41′ (EXISTING BRIDGE = STAGE 1 TRAFFIC)
STAGE 1 CONSTRUCTION

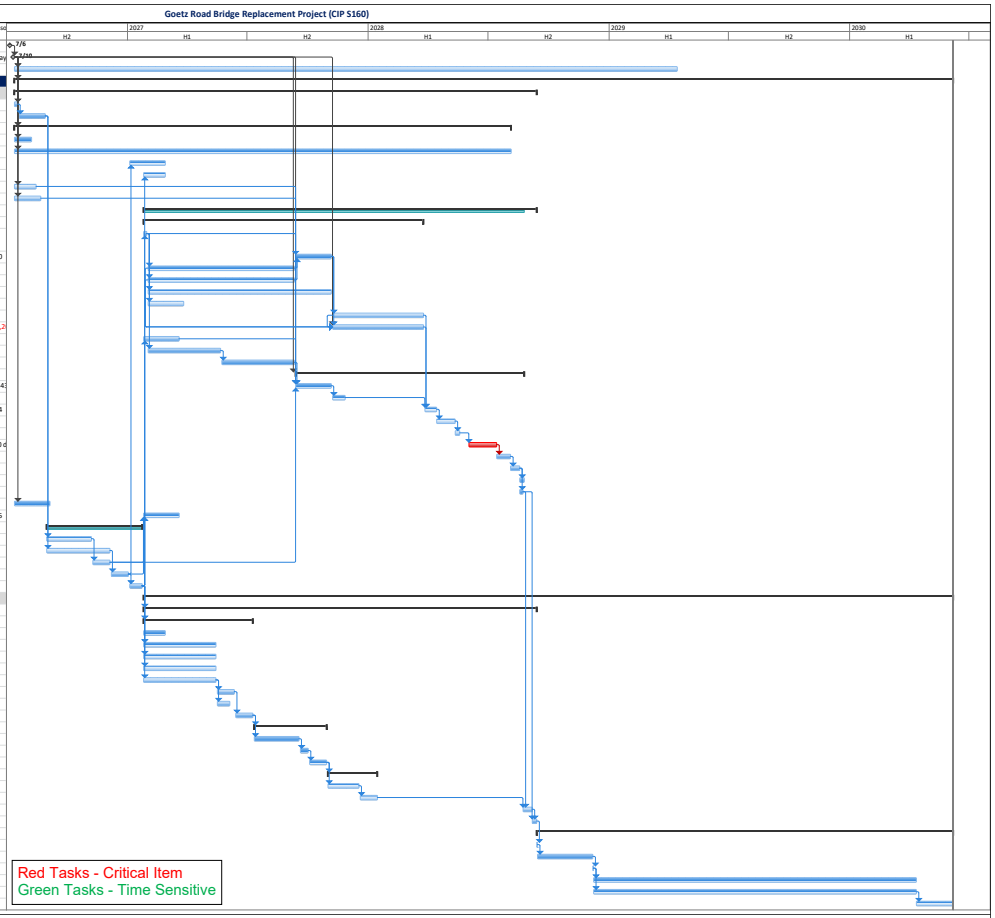

36′ (STAGE 2 TRAFFIC)
44′ (STAGE 2 CONSTRUCTION)
10′
20′
4′ (STAGE 2 CLOSURE POUR)
STAGE 2 CONSTRUCTION

ALBERT A. WEBB ASSOCIATES

APPENDIX C: PROJECT SCHEDULE

Goetz Road Bridge Replacement Project (CIP S160)

ID	Task Name	Duration	Start	Finish	Predecesso
1	Contract Award	0 days	Mon 7/6/26	Mon 7/6/26	
2	Project Kick-Off Meeting	0 days	Fri 7/10/26	Fri 7/10/26	1FS+5 day
3	Wildlife Agency Coordination	36 mons	Mon 7/13/26	Fri 4/13/29	2
4	**Task 1 - Project Management**	**1019 days**	**Mon 7/13/26**	**Thu 6/6/30**	**2**
5	**Phase I - Project Approval & Environmental Documents (PA&ED)**	**567 days**	**Mon 7/13/26**	**Tue 9/12/28**	
6	City to Provide Survey and Preliminary Design CAD Files	5 days	Mon 7/13/26	Fri 7/17/26	2
7	Task 3 - Survey and Update Base Map	30 days	Mon 7/20/26	Fri 8/28/26	6
8	**Task 2 - Utility Research and Coordination**	**540 days**	**Mon 7/13/26**	**Fri 8/4/28**	**2**
9	Data Compilation/Site Visit	20 days	Mon 7/13/26	Fri 8/7/26	2
10	Utility Conflict Mapping/Utility Relocation and Agreements	540 days	Mon 7/13/26	Fri 8/4/28	2
11	Utility Potholing	40 days	Mon 1/4/27	Fri 2/26/27	44
12	Task 4 - Right of Way Analysis	25 days	Mon 1/25/27	Fri 2/26/27	45
13	Task 5 - Preliminary Geotechnical Analysis	25 days	Mon 7/13/26	Fri 8/14/26	2
14	Task 6 - Vehicle Miles Traveled Screening (VMT)	30 days	Mon 7/13/26	Fri 8/21/26	2
15	**Task 7 - Environmental Determination**	**427 days**	**Mon 1/25/27**	**Tue 9/12/28**	
16	**MSHCP/CEQA Technical Studies & AB52**	**305 days**	**Mon 1/25/27**	**Fri 3/24/28**	
17	Receive conceptual approval of Project Impact area - permanent and Temporary	1 wk	Mon 1/25/27	Fri 1/29/27	45
18	MSHCP Consistency Analysis	2 mons	Mon 9/13/27	Fri 11/5/27	17,19,20
19	Focused Burrowing Owl Surveys (Survey season March - August)	8 mons	Mon 2/1/27	Fri 9/10/27	17
20	Focused Plant Surveys (Survey Season March/April to June/July)	8 mons	Mon 2/1/27	Fri 9/10/27	17
21	Crotch's Bumble Bee Surveys (Survey Season March to August/Sept)	10 mons	Mon 2/1/27	Fri 11/5/27	17
22	Jurisdictional Delineation	2 mons	Mon 2/1/27	Fri 3/26/27	17
23	DBESP Process	5 mons	Mon 11/8/27	Fri 3/24/28	18
24	HANS/IPR Process	5 mons	Mon 11/8/27	Fri 3/24/28	18,19SS,2
25	Air Quality/Greenhouse Gas Analysis	8 wks	Mon 1/25/27	Fri 3/19/27	45
26	Cultural Resources Studies	4 mons	Mon 2/1/27	Fri 5/21/27	17
27	AB 52 Tribal Consultation Process	4 mons	Mon 5/24/27	Fri 9/10/27	26
28	**CEQA Initial Study (IS)/Mitigated Negative Declaration (MND)**	**249 days**	**Mon 9/13/27**	**Thu 8/24/28**	**2**
29	Prepare Screencheck IS/MND	2 mons	Mon 9/13/27	Fri 11/5/27	2,13,14,4
30	City Review Screencheck IS/MND	3 wks	Mon 11/8/27	Fri 11/26/27	29
31	Prepare Screencheck 2 IS/MND	14 days	Mon 3/27/28	Thu 4/13/28	30,23,24
32	City Review Screencheck 2 IS/MND	4 wks	Fri 4/14/28	Thu 5/11/28	31
33	Finalize IS/MND & Prepare for Noticing of MND	1 wk	Fri 5/12/28	Thu 5/18/28	32
34	Public Review IS/MND	30 days	Fri 6/2/28	Thu 7/13/28	33FS+10 d
35	Prepare Screencheck Final IS/MND, Response to Comments, MMRP	15 days	Fri 7/14/28	Thu 8/3/28	34
36	City Review Screencheck Final IS/MND, Response to Comments, MM	2 wks	Fri 8/4/28	Thu 8/17/28	35
37	Prepare and Submit Final IS/MND	1 wk	Fri 8/18/28	Thu 8/24/28	36
38	Prepare draft Notice of Determination pending City Council Adoption	3 days	Fri 8/18/28	Tue 8/22/28	36
39	Task 8 - Hydrology & Hydraulic Analysis	40 days	Mon 7/13/26	Fri 9/4/26	2
46	Task 10 - Community Outreach	40 days	Mon 1/25/27	Fri 3/19/27	43,44,45
40	**Task 9 - Preliminary Design (30% Design)**	**105 days**	**Mon 8/31/26**	**Fri 1/22/27**	
41	Structure Type Selection Report	50 days	Mon 8/31/26	Fri 11/6/26	7
42	Preliminary Street & Grading Design (30%)	70 days	Mon 8/31/26	Fri 12/4/26	7
43	Preliminary Signing and Striping Design (30%)	20 days	Mon 11/9/26	Fri 12/4/26	41
44	Preliminary EMWD Water and Sewer Force Main Design (30%)	20 days	Mon 12/7/26	Fri 1/1/27	42
45	City Staff to Review Preliminary Plans	15 days	Mon 1/4/27	Fri 1/22/27	44
47	**Phase II - Final Plans, Specifications, and Estimate (PS&E), Construction**	**879 days**	**Mon 1/25/27**	**Thu 6/6/30**	
48	**Task 1 - Final Plans, Specifications, and Estimate (PS&E)**	**427 days**	**Mon 1/25/27**	**Tue 9/12/28**	**45**
49	**65% PS&E (Plans and Cost Estimate)**	**120 days**	**Mon 1/25/27**	**Fri 7/9/27**	**45**
50	Geotechnical Borings and Analysis	25 days	Mon 1/25/27	Fri 2/26/27	
51	Street, Drainage, and Grading Improvement Plans	80 days	Mon 1/25/27	Fri 5/14/27	45
52	Structure Design	80 days	Mon 1/25/27	Fri 5/14/27	45
53	Signing and Striping Plans	80 days	Mon 1/25/27	Fri 5/14/27	45
54	Street Light Plans	80 days	Mon 1/25/27	Fri 5/14/27	45
55	Technical Specifications	20 days	Mon 5/17/27	Fri 6/11/27	54
56	Construction Cost Estimate	15 days	Mon 5/17/27	Fri 6/4/27	54
57	City Staff Review of 65% PS&E	20 days	Mon 6/14/27	Fri 7/9/27	55
58	**95% PS&E (Plans, Specs and Cost Estimate)**	**80 days**	**Mon 7/12/27**	**Fri 10/29/27**	**57**
59	95% PS&E Package	50 days	Mon 7/12/27	Fri 9/17/27	57
60	Structure Independent Check (95% Plans)	10 days	Mon 9/20/27	Fri 10/1/27	59
61	City Review of 95% PS&E	20 days	Mon 10/4/27	Fri 10/29/27	60
62	**Prepare 100% PS&E**	**55 days**	**Mon 11/1/27**	**Fri 1/14/28**	**61**
63	100% PS&E Package	35 days	Mon 11/1/27	Fri 12/17/27	61
64	City Review of 100% PS&E	20 days	Mon 12/20/27	Fri 1/14/28	63
65	Obtain Approval of PS&E - City Adoption of MND & MSHCP Findings	10 days	Wed 8/23/28	Tue 9/5/28	64,38
66	File Notice of Determination	5 days	Wed 9/6/28	Tue 9/12/28	65,38
67	**Task 2 - Bid and Construction Support**	**452 days**	**Wed 9/13/28**	**Thu 6/6/30**	
68	Pre-Bid Meeting	1 day	Wed 9/13/28	Wed 9/13/28	66
69	Response to Bidders' Inquiries	60 days	Thu 9/14/28	Wed 12/6/28	68
70	Pre-Construction Meeting	1 day	Thu 12/7/28	Thu 12/7/28	69
71	Review Equipment and Materials Submittals	350 days	Fri 12/8/28	Thu 4/11/30	70
72	Response to RFIs & Contractor Change Orders	350 days	Fri 12/8/28	Thu 4/11/30	70
73	Final Record Drawings	40 days	Fri 4/12/30	Thu 6/6/30	72



City of Perris (CIP S160)
Tue 6/9/26

Task | Split | Milestone | Summary | Project Summary | External Tasks | External Milestone | Inactive Task | Inactive Milestone | Inactive Summary | Manual Task | Duration-only | Manual Summary Rollup | Manual Summary | Start-only | Finish-only | Deadline | Progress | Manual Progress

ALBERT A. WEBB ASSOCIATES

APPENDIX D: SUBCONSULTANT COMMITMENT LETTERS

MARK THOMAS

June 10, 2026

John Pourkazemi, PE, City Engineer
City of Perris
Engineering Department
24 South D Street, Suite 100
Perris, CA 92570

RE: Commitment Letter – Goetz Road Bridge Replacement Project Over San Jacinto River (CIP S160)

Dear Mr. Pourkazemi,

Mark Thomas & Company, Inc. (Mark Thomas) hereby confirms our intent to participate as a subconsultant to Webb Associates for the Goetz Road Bridge Replacement Project Over San Jacinto River (CIP S160) if the prime consultant is awarded the contract.

Our office is located at 3200 El Camino Real Suite 290, Irvine, CA 92602. Our primary contact is Lynn Odgiiv, SE, PE, and can be reached by phone at (773) 837-0511 or by email at lodgiiv@markthomas.com.

Role and Scope of Services
Mark Thomas will support the project with the following services:

» Prepare bridge design documents required for the preliminary engineering and final design services required for the Goetz Road Bridge replacement.

Commitment
We commit to providing qualified personnel, resources, and coordination necessary to support Webb Associates and the City of Perris in successfully delivering this project in accordance with the RFP requirements.

Sincerely,
MARK THOMAS & COMPANY, INC.

Lynn Odgiiv, SE, PE
Structures Lead

(949) 477-9000
3200 EL CAMINO REAL, SUITE 290
IRVINE, CA 92602

MARKTHOMAS.COM

May 22, 2026
(P26-293)

Stephanie Standerfer
Albert A. Webb & Associates
3788 McCray Street
Riverside, CA 92506
Via Email: stephanie.standerfer@webbassociates.com

Subject: Letter of Commitment for the City of Perris Goetz Road Bridge Replacement Project, Riverside County, California

Dear Ms. Standerfer:

ECORP Consulting, Inc. (ECORP) is pleased to confirm its commitment to participate as a subconsultant to Albert A. Webb & Associates in response to the City of Perris Goetz Road Bridge Replacement Project (Project) in Riverside County, California.

Founded in 1987 and in business for 39 years with 160 employees, ECORP is a California "S" Corporation that is committed to excellent service and client satisfaction. ECORP is a financially sound firm with six offices serving clients throughout California: Rocklin, Chico, Fresno, Irvine, Redlands, and San Diego. Additionally, ECORP maintains an office in Santa Fe, New Mexico. ECORP is registered with the Department of Industrial Relations (DIR #1000012875) and is a California Small Business for Public Works (SB-PW; #12138).

ECORP is committed to providing qualified personnel to support the project from this RFP. ECORP's staff has no conflict-of-interest issues as described in the RFP.

I am authorized to represent and bind ECORP to all terms, conditions, and commitments made in this proposal. Please do not hesitate to contact me with questions or for clarification on any matter concerning our submittal.

Sincerely,
ECORP Consulting, Inc.

Donald R. Mitchell
Vice President/Chief Contracting Officer
215 North Fifth Street
Redlands, CA 92374
(909) 304-0046
dmitchell@ecorpocnsulting.com

3550 E. Florida Ave., Suite H
Hemet, CA 92544-4937
O: (951) 766-2000 F: (951) 766-0020
www.appliedearthworks.com

May 28, 2026

Stephanie Standerfer, Vice President
Albert A. Webb Associates
3788 McCray St.
Riverside, CA 92506
Transmitted via email to stephanie.standerfer@webbassociates.com

Re: Cultural and Paleontological Resource Services for the Goetz Road Bridge Replacement Project, in the City of Perris, Riverside County, California

Dear Ms. Standerfer,

Applied EarthWorks, Inc. is pleased to join the Webb team for the Goetz Road Bridge Replacement Project. Our firm will be responsible for cultural resource management.

We look forward to working with you on this Project. Please do not hesitate to contact me at 951-766-2000 (ext. 520) if you have questions, concerns, or require additional information.

Best regards,

Andrew DeLeon, M.A.,
Registered Professional Archaeologist 17087
Senior Archaeologist
Applied EarthWorks, Inc.

2 Executive Circle
Suite 250
Irvine, CA 92614
949.825.6175 T
949.825.5939 F
www.llgengineers.com

Pasadena
Irvine
San Diego

May 26, 2026

Ms. Jaimee Bourgeois, PE | TE
Deputy Director, Traffic & Transportation
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
(951) 830-2127
jaimee.bourgeois@webbassociates.com

LLG Reference: P2.26.0180.1

SUBJECT: LETTER OF COMMITMENT FOR THE GOETZ ROAD BRIDGE REPLACEMENT PROJECT OVER SAN JACINTO RIVER, PERRIS

Dear Ms. Bourgeois,

Linscott, Law & Greenspan, Engineers (LLG) is pleased to confirm its commitment to participate as a subconsultant to Albert A. Webb & Associates in response to the City of Perris Goetz Road Bridge Replacement Project (Project) in Riverside County, California.

Founded in 1966 and in business for 60 years with 65 employees, LLG is a California "S" Corporation that is committed to excellent service and client satisfaction. LLG is a financially sound firm with three offices serving clients throughout California: Pasadena, Irvine and San Diego. LLG is registered with the Department of Industrial Relations (DIR # 1000054482) and is a California Small Business (#30918).

LLG is committed to providing qualified personnel to support the project from this RFP. LLG staff has no conflict-of-interest issues as described in the RFP.

I am authorized to represent and bind LLG to all terms, conditions, and commitments made in this proposal. Please do not hesitate to contact me with questions or for clarification on any matter concerning our submittal.

John A. Boarman, PE
Richard E. Barretto, PE
Keil D. Maberry, PE
KC Yellapu, PE
Dave Roseman, PE
Shankar Ramakrishnan, PE
Daniel A. Kloos, PE
Zawwar Saiyed, MS, PE, RSP

An LG2WB Company Founded 1966

EARTH MECHANICS, INC.

T: 714.751.3826
F: 714.751.3928
earthmech.com

May 29, 2026

Albert A. Webb Associates
Attention: Nicholas Lowe, PE, TE, Deputy Director
3788 McCray Street
Riverside, CA 92506

Subject: Letter of Commitment | City of Perris, Goetz Road Bridge Replacement Project over San Jacinto River (Bridge No. 56C-0172)

Dear Mr. Lowe,

Earth Mechanics, Inc. is pleased to join the Albert A. Webb Associates team for the City of Perris Goetz Road Bridge Replacement Project over San Jacinto River (Bridge No. 56C-0172). We are committed to providing geotechnical engineering, geologic, and laboratory testing services to the Webb team.

We appreciate your interest in Earth Mechanics, Inc. and look forward to working with Webb Associates and the City of Perris on this project.

Sincerely,
Earth Mechanics, Inc.

Alahesh Thurairajah
President

TRANSMITTAL

To: **Jaimee Bourgeois – Deputy Director, Traffic & Transportation – Albert A. Webb Associates**

FROM: Kenny Perez Jr. – Visual Concepts Lighting, Inc

DATE: 6/5/2026

SUBJECT: **Commitment letter – Goetz Road Bridge Replacement Project – Perris, CA.**

Jamie,

Visual Concepts Lighting Inc. is pleased to confirm our commitment to provide electrical engineering and lighting design services for the replacement of the Goetz Road Bridge in the City of Perris, Ca.

Since our establishment in 2004, Visual Concepts Lighting, Inc., stands as a leading full-service electrical engineering firm, dedicated to the intricate art of sustainable lighting design. While our capabilities span the entire spectrum of electrical engineering, we have honed our focus and expertise on outdoor lighting, epitomizing a 'Fusion of Light' that transforms spaces – from high-end residential landscapes to picturesque streetscapes and dynamic municipal ball fields.
At Visual Concepts Lighting, our design philosophy is rooted in a seamless journey, guiding clients from lighting concept to construction-ready plans. With a robust foundation of over 30 years of hands-on electrical field experience and a cumulative 45 years of design prowess, we are committed to delivering designs that align with the true intent of our clients. Our approach aims to eliminate costly change orders, ensuring the successful realization of efficient and effective electrical systems.

Ken Perez Sr - President/CEO
Lesly Perez - Vice President/CFO
Kenny Perez Jr -Sr. Project Manager/ COO

4858 Mercury Street Suite 210, San Diego, CA 92111
Phone: 858-278-4503
kperezjr@vcl-inc.com

T2 Utility Engineers
5622 Research Dr.
Suite A
Huntington Beach, CA 92649
USA
Phone 714.487.5783
Fax 714.893.1369
Email arthur.robison@t2ue.com

www.T2ue.com

June 4, 2026

Ms. Jaimee Bourgeois, PE | TE
Deputy Director, Traffic & Transportation
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
(951) 830-2127
jaimee.bourgeois@webbassociates.com

Subject: Letter of Commitment - Goetz Road Bridge Replacement Project RFP
T2ue Proposal No. 26CA223

Dear Ms. Bourgeois,

T2 UES Inc., dba T2 Utility Engineers (T2ue) is pleased to confirm its commitment to participate as a subconsultant to Albert A. Webb & Associates in response to the City of Perris Goetz Road Bridge Replacement Project RFP.

T2ue is committed to providing qualified personnel to support the project from this RFP. T2ue staff have no conflicts of interest as described in the RFP.

I am authorized to represent and bind T2ue to all Terms and Conditions and commitments made in our proposal. Please do not hesitate to contact me with questions or for clarification on any matter concerning our submittal.

Sincerely,

T2 Utility Engineers, Inc.

Arthur Glen Robison, PE
Branch Manager / Senior Project Manager

June 4, 2026

Ms. Jaimee Bourgeois, PE | TE
Deputy Director, Traffic and Transportation
Albert A. Webb Associates
3788 McCray Street
Riverside, CA 92506
(951) 830-2127
Jaimee.bourgeois@webbassociates.com

SUBJECT: LETTER OF COMMITMENT FOR THE GOETZ ROAD BRIDGE REPLACEMENT PROJECT OVER SAN JACINTO RIVER, PERRIS

Dear Ms. Bourgeois,

RGI Utility Consultants (RGI) is pleased to confirm its commitment to participate as a subconsultant to Albert A. Webb & Associates in response to the City of Perris Goetz Road Bridge Replacement Project (Project) in Riverside County.

In business for over 40 years, RGI Utility Consultants is a wholly owned subsidiary of Proactive Engineering Consultants, a California S-Corporation, and is committed to excellent service and client satisfaction. RGI is a financially sound firm, offering services throughout California and parts of Nevada.

RGI is committed to providing qualified personnel to support the project from this RFP. RGI has no conflict-of-interest issues as described within the RFP.

I am authorized to represent and bind RGI to all terms, conditions, and commitments made in this proposal. Please do not hesitate to contact me with questions or for clarification on any matter concerning our submittal.

Sincerely,
RGI Utility Consultants

Patricia L Neely

Digitally signed by Patricia L Neely
DN: C=US, E=pattineely@dryutility.com, O=RGI Utility Consultants, CN=Patricia L Neely
Reason: I am approving this document
Date: 2026.06.04 12:47:43-07'00'

Patricia L. Neely
Principal

200 S. Main Street, Suite 316 | Corona, CA 92882
951-279-7900
www.dryutility.com

CITY OF PERRIS

10.N.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve a Professional Services Agreement between the City of Perris and Municipal Project Management Services, LLC to provide Engineering project management support services in the amount not to exceed $125,000 for a one (1) year contract term.

REQUESTED ACTION: That the City Council:

- Approve a Professional Services Agreement between the City of Perris and Municipal Project Management Services, LLC to provide project management support services in the amount not to exceed $125,000 per year for a one (1) year contract term; and
- Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

The City of Perris Engineering Department has a need for project management services to implement the City of Perris goals and objectives related to City's infrastructure improvements and enhancements. City has numerous infrastructure, pedestrian and traffic improvement projects in the pipeline that require specialized management, coordination and implementation, including budgeting, environmental clearance, design, coordination with respective federal, state and local agencies, departments and districts, rights-of-way procurement and construction management.

On November 18, 2025, City Council approved a Contract Service Agreement between City of Perris and Municipal Project Management Services, LLC for management support services in an amount not to exceed $125,000 for one (1) year.

Since September of 2024, Municipal Project Management Services, LLC has satisfactorily provided management support services for Engineering Department for Capital Improvement Program projects.

The contract amount will be offset by the budgeted Capital Improvement Program funds.
Staff recommends that the City Council 1) Approve a Professional Services Agreement between the City of Perris and Municipal Project Management Services, LLC to provide project management

support services in the amount not to exceed $125,000 for a one (1) year contract term; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund. The cost of the services provided will be attained through the Capital Improvement Program funds.

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Professional Services Agreement.pdf

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
MUNICIPAL PROJECT MANAGEMENT SERVICES, LLC

Project Management Support Services

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") by and between CITY OF PERRIS, a California municipal corporation ("**City**") and Municipal Project Management Services, LLC, a California limited liability company ("**Consultant**") is effective September 24, 2026. City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

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

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

1.5 Additional Services and Compensation. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $40,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

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

1.8 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as **Exhibit**

B and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit B and any other provisions of this Agreement, the provisions of Exhibit B shall govern.

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **One Hundred Twenty-Five Thousand Dollars ($125,000.00)** ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than September 23, 2027 ("**Term**").

3.3 **Schedule of Performance.** Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit D** and

incorporated herein by this reference. Such time period(s) may be increased by the Contract Officer, provided that such increases shall not serve to extend the Term.

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

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is Sofia Alvarez (Managing Principal/Owner, 951-436-8116, SSAlvarez14@gmail.com), who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is John Pourkazemi, City Engineer, 951-956-2120, jpourkazemi@cityofperris.org) (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

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

purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City. Consultant shall also indemnify, defend, and hold harmless the City against all employment related-claims, including wage claims, and from all applicable federal, state and local tax and insurance obligations (including but not limited to income tax withholding, unemployment taxes, FUTA, SDI, state unemployment insurance, Workers' Compensation, disability, or other insurance), asserted against or imposed upon the City as a consequence of, or in any way attributable to, the assertion that Consultant or any of Consultant's personnel used to provide services under this Agreement are other than independent contractors of the City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

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

renegotiate Consultant's compensation.

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $2,000,000 per occurrence for all covered losses and no less than $4,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** Reserved.

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

(d) **Professional Liability.** Professional liability insurance appropriate to Consultant's profession. This coverage may be written on a "claims made" basis and must include coverage for contractual liability. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement. The professional liability insurance required by this Agreement must be endorsed to be applicable to claims based upon, arising out of, or related to services performed under this Agreement. The insurance must be maintained for at least five (5) consecutive years following the completion of Consultant's services or the termination of this Agreement. During this additional 5-year period, Consultant shall annually and upon request of City submit written evidence of this continuous coverage. Limits shall be no less than $1,000,000 per claim and no less than $2,000,000 general aggregate.

(e) **Cyber Liability.** Reserved.

(f) **Excess Liability.** Reserved.

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

5.2 **General Insurance Requirements.**

(a) **Proof of Insurance, Enforcement and Notice.** No work or services under this Agreement shall commence until both Consultant has provided City with insurance certificates, endorsement forms and appropriate insurance binders evidencing the above insurance coverages, as well as said documentation is approved by City. City reserves the right to inspect complete, certified copies of, and endorsements to, all required insurance policies, at any time. Any failure to comply with the reporting or other provisions of the policies including breaches or

warranties shall not affect coverage provided to City. In the event any insurance policy required under this Agreement is cancelled or amended (and the insurance policy is not replaced pursuant to subsection (b) below), or does not comply with Article 5, then: 1) City has the right but not the duty to obtain insurance required herein and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments; or, 2) City, notwithstanding any other provisions of this Agreement, may immediately terminate this Agreement. Consultant shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Consultant's performance under this Agreement, and that involve or may involve coverage under any of the required insurance policies.

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

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

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

(e) **Limitations, Self-Insured Retention and Deductibles**. Consultant agrees that requirements of Article 5 shall not be construed as limiting in any way the extent to which Consultant may be held responsible for the payment of damages to any persons or property

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

5.3 Indemnification.

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

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

has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

6.2 **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 **Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees,

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon thirty (30) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

7.3 Default of Consultant and Opportunity to Cure. In the event that Consultant is in default under the terms of this Agreement, City shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of default. Instead, City may give

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

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

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

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on

City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

7.9 Attorneys' Fees. If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 Conflict of Interest. Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or

give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

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

9.5 **Severability.** Should a portion of this Agreement be declared invalid or unenforceable by a judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the Parties unless the invalid

provision is so material that its invalidity deprives either Party of the basic benefit of their bargain or renders this Agreement meaningless.

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

9.7 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks;rjl]

CONSULTANT:
Municipal Project Management Services, LLC, a California limited liability company

By: _____
Name: Sofia Alvarez
Title: Managing Principal/Owner

By: _____
Name:
Title:

Address: 1819 Vuelta Grande
Long Beach, CA 90815

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

EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Exhibit A-1 attached hereto.

II. All work product is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

III. Consultant shall provide all tools and business/technological equipment required to perform the services.

IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering status reports as may be required from time to time by the City.

V. Consultant warrants that its considers all personnel who will perform services to the City pursuant to this Agreement its employees (i.e. issues a W-2 to such individuals) and that Consultant shall be responsible for the payment of all applicable tax and insurance obligations required by federal and state law.

EXHIBIT A-1

Consultant will perform capital improvement project consulting services as set forth below on an as-needed basis, subject to authorization to proceed by the Contract Officer:

Task No.	Capital Improvement Program Project Description	Estimated Duration / Completion Date
Task 1	**Perris Valley Storm Drain Channel, Phase 2 (CIP P040)**	
	Advise on federally funded construction funding reporting requirements; prepare construction reimbursement request documentation for submission to Caltrans; secure permitting agencies environmental permits; and support construction management services for Segment 2.	Ongoing during Agreement term through December 2027.
Task 2	**Western Way Widening (CIP S126)**	
	Provide project management support for the design and right of way phases.	Ongoing during Agreement term through December 2027.
Task 3	**Ethanac Road Bridge over the San Jacinto River (CIP S139)**	
	Prepare periodic grant funding reimbursements for RCTC and WRCOG, per executed funding agreements.	Ongoing during Agreement term through April 2027.
Task 4	**I-215 at Ellis Overcrossing (CIP S141)**	
	Provide consultation on project CEQA and NEPA compliance.	Ongoing during Agreement term through April 2027.
Task 5	**Perris Railway Museum Track Extension (CIP S148)**	
	Implement State Grant Funding requirements in coordination with RCTC and Metrolink.	Ongoing during Agreement term through August 2028.
Task 6	**I-215/Harley Knox Interchange Improvements (CIP S095)**	
	Assist with Project Management Services for the I-215/Harley Knox IC Improvements (CIP S095), Environmental, Design, and Right of Way Service Contracts.	Ongoing during Agreement term through September 2028.
Task 7	**Citywide Pavement Improvements (CIP S157) & PW Corporate Yard**	
	Support Project Management Services for the construction of the Citywide Pavement Improvements and PW Corporate Yard Expansion and Improvements to existing PW Corporate Yard.	Ongoing during Agreement term through July 2027.
Task 8	**Traffic Signal and Road Safety Improvements along Priority Corridors (CIP T-032)**	
	Provide grant funding services during construction implementation of the Traffic Signal and Road Safety Improvements along Priority Corridors, including progress billing and reporting to Caltrans under the State Highway Safety Improvement Program Guidelines.	Ongoing during Agreement term through December 2026.
Task 9	**Perris High School Mid-Block Traffic Signal Improvements (CIP T033)**	
	Support Project Management Services for the advertisement, award, and construction implementation of the Perris High School Mid-Block Traffic Signal Improvements, including project cost recovery from Perris High School per executed MOU.	Ongoing during Agreement term through December 2027.

Task 10	**Traffic Signal Installations at Evans Rd. & Whispering Wood Lane, and at Placentia Avenue (Fire Station 90), CIP T036 and T037**	
	Support Project Management Services during the construction of the Traffic Signal Installation at Evans Rd. & Whispering Wood Ln., and at Placentia Ave. (Fire Station 90).	Ongoing during Agreement term through December 2027.
Task 11	**Redlands Ave., Citrus Ave., and Mildred Ave. and Ruby Dr. Neighborhood Connectivity (CIP S159)**	
	Support Project Management Services during the construction of Redlands Ave., Citrus Ave., and Mildred Ave. and Ruby Dr. Crossing Improvements, including CDBG reimbursements, and reporting.	Ongoing during Agreement term through April 2027.
Task 12	**Preparation and submittal of grant funding applications**	
	Identify grant funding opportunities for City's Capital Improvement Program implementation.	Ongoing during Agreement term through September 2028.
Task 13	**Preparation of Measure A Five-Year Capital Improvement Plan Annual Submittals, and periodic Five-Year Amendment request to the Riverside County Transportation Commission**	Ongoing during Agreement term through June 2028.
Task 14	**Prepare City's annual ADA and other Caltrans required documentation for grant funding eligibility**	Ongoing during Agreement term through June 2028.

EXHIBIT B
SPECIAL REQUIREMENTS

[N/A]

EXHIBIT C

SCHEDULE OF COMPENSATION

In connection with the services provided pursuant to the terms of this Agreement, City will pay Consultant upon City's receipt of a valid written invoice provided by Consultant, as described in Section 2.2, no more than monthly on a time and materials basis. City will pay Consultant for work completed, billed in increments of six minutes (0.1 hours). Consultant's hourly billing rate shall be $130/hr.

The total compensation for the Services shall not exceed the Contract Sum, as provided in Section 2.1 of this Agreement. Consultant will not be reimbursed for travel time, mileage, or expenses.

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. Consultant shall perform services pursuant to the schedule set forth in Exhibit A-1.

CITY OF PERRIS

10.O.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve the third, one (1) year extension through Amendment No.1 to First Amended and Restated Agreement for Professional Services between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants, to continue to provide General Engineering Inspection Services in a total not to exceed amount of $900,000.00 for a one (1) year contract term.

REQUESTED ACTION:

That the City Council:

- Approve the third, one (1) year extension through Amendment No.1 to First Amended and Restated Agreement for Professional Services between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants, to continue to provide General Engineering Inspection Services in a total not to exceed amount of $900,000.00 for a one (1) year contract term; and
- Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

Engineering Department continues to have a need for engineering inspection support services to assist with the City's engineering missions, needs and operation and to adequately and efficiently handle the number of projects and services to complete its tasks and duties.

Anticipation that the workflow for engineering inspection services continues to fluctuate from season to season and year to year, it is determined that a consultant contracted on an on-call basis would provide the optimal staff augmentation arrangement, both in terms of flexibility and time.

On September 26, 2023, City Council approved a Contract Services Agreement between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants, for General Engineering Inspection Services in an amount not to exceed $400,000.00 for one (1) year with three (3) one (1) year extensions thereafter as needed and negotiated. On September 25, 2024 City Council approved the first one (1) year

extension of the Contract Services Agreement between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants in an amount not to exceed $700,000.00; and on September 30, 2025 City Council approved the second one (1) year extension of the Contract Services Agreement between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants in an amount not to exceed $900,000.00.

This request is for the third one (1) year extension in an amount not to exceed $900,000.00. There is no rate change for this third one (1) year extension.

Since award of the contract in September of 2023, Left Coast Consultants, Inc., DBA Golden State Consultants, has satisfactorily provided engineering inspection services for Engineering Department for Land Development and Capital Improvement Program projects. City of Perris is now entering the third year of the contract term, and the Engineering Department requests extending the contract with Left Coast Consultants, Inc., DBA Golden State Consultants. Currently, Left Coast Consultants, Inc., DBA Golden State Consultants, per the City's request, Consultant is to provide four (4) full-time inspectors when continuing to provide the services.

City will be looking into hiring one (1) in house Engineering Inspectors.

The contract amount will be offset by the development generated revenue and budgeted Capital Improvement Program funds.

Staff recommends that the City Council 1) Approve the third, one (1) year extension through Amendment No.1 to First Amended and Restated Agreement for Professional Services between City of Perris and Left Coast Consultants, Inc., DBA Golden State Consultants, to continue to provide General Engineering Inspection Services in a total not to exceed amount of $900,000.00 for a one (1) year contract term; and 2) Authorize the City Manager to execute the Agreement, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund. The cost of the engineering inspection services will be attained through land development project fees and Capital Improvement Program funds.

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Professional Services Agreement.pdf
2. Previous Professional Services Agreement.pdf

ATTACHMENT 1

PROFESSIONAL SERVICES AGREEMENT

AMENDMENT NO. 1
TO FIRST AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF PERRIS AND LEFT COAST CONSULTANTS, INC., DBA GOLDEN STATE CONSULTANTS

THIS AMENDMENT NO. 1 TO THE FIRST AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES ("**Amendment No. 1**") is made and entered into this ___ day of September, 2026, by and between CITY OF PERRIS, a California municipal corporation ("**City**") and LEFT COAST CONSULTANTS, INC., a California corporation, DBA GOLDEN STATE CONSULTANTS ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

A. City and Consultant previously entered into that certain Contract Services Agreement for performance of on call general engineering services dated September 26, 2023, for a total not-to-exceed Contract Sum of $400,000.00 and with a Term of one (1) year with three optional one-year extension periods (the "Original Agreement").

B. City and Consultant entered into a subsequent Agreement for Professional Services dated September 25, 2024 to continue performance of the services that began under the Original Agreement with the intent to amend the Original Agreement to exercise the first optional extension period and to extend the Term by one (1) year to September 25, 2025, and increase the total not-to-exceed Contract Sum by $300,000.00 for a new total Contract Sum of $700,000.00 (the "Second Agreement").

C. City and Consultant then executed the First Amended and Restated Agreement for Professional Services to consolidate the Original Agreement and Second Agreement and extend the Term of the Original Agreement by one (1) year to September 25, 2026, and increase the total not-to-exceed Contract Sum by $200,000 to a new total Contract Sum of $900,000 and to allow Consultant to continue performing the services (the "Agreement").

D. City and Consultant now desire to amend the Agreement to exercise its third and final optional extension period for an additional one (1) year to September 25, 2027 to allow Consultant to continue performing the services.

TERMS

1. Incorporation of Recitals. The Recitals set forth above are incorporated into and are a part of this Amendment No. 1.

2. Terms and Definitions. All words, terms, and phrases used or referenced in this Amendment No. 1, not expressly defined in this Amendment No. 1, shall have the same meaning ascribed to them in the Agreement.

3. Contract Changes. The Agreement is amended as provided herein (new text in ***bold italics*** and deleted text in ~~strikethrough~~):

A. Section 3.2 (Term) of the Agreement is hereby amended to read in its entirety as follows:

"3.2 Term. Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than September 25, 2027~~6~~ ("~~second~~ ***third*** one-year extension term of Original Agreement dated September 26, 2023"). ~~The Parties may agree in writing to extend the Term by one remaining additional one (1) one year period, based on the terms of the Original Agreement dated September 26, 2023, provided that any adjustment to the rates in Exhibit "C" shall be subject to written agreement by the Parties. The City Manager is authorized to approve and execute, on the City's behalf, any such extension and increase in such rates. Notwithstanding the foregoing, the Term shall not be extended as provided herein unless the Parties agree in writing to either adjust the rates in Exhibit "C" as provided herein or to leave such rates unchanged.~~"

4. Continuing Effect of Agreement. Except as amended by this Amendment No. 1, all provisions of the Agreement shall remain unchanged and in full force and effect. From and after the date of this Amendment No. 1, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by Amendment No. 1.

5. Affirmation of Agreement; Warranty Re Absence of Defaults. City and Consultant each ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement. Each party represents and warrants to the other that there have been no written or oral modifications to the Agreement other than as provided herein. Each party represents and warrants to the other that the Agreement is currently an effective, valid, and binding obligation.

Consultant represents and warrants to City that, as of the date of this Amendment No. 1, City is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

City represents and warrants to Consultant that, as of the date of this Amendment No. 1, Consultant is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment No. 1.

7. Authority. The persons executing this Amendment No. 1 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 Amendment No. 1 on behalf of said party, (iii) by so executing this Amendment No. 1, such party is formally bound to the provisions of the Agreement, as amended and (iv) the entering into this Amendment No. 1 does not violate any provision of any other agreement to which said party is bound.

8. Counterparts. This Amendment No. 1 may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original, whether the signatures are originals, electronic, or digital. All such counterparts shall together constitute but one and the same Amendment No. 1.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 on the date and year first-above written.

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes
City Manager

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K Soltani, City Attorney
[pks; rjl]

CONSULTANT:
LEFT COAST CONSULTANTS, a California Corporation, DBA GOLDEN STATE CONSULTANTS

By: _____
Name:
Title:

By: _____
Name:
Title:

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

ATTACHMENT 2

PREVIOUS PROFESSIONAL SERVICES AGREEMENT

FIRST AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN CITY OF PERRIS AND LEFT COAST CONSULTANTS, INC., DBA GOLDEN STATE CONSULTANTS

ON-CALL GENERAL CONSTRUCTION INSPECTION SERVICES

THIS FIRST AMENDED AND RESTATED AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is effective retroactive to 26th day of September, 2025 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and Left Coast Consultants, Inc., DBA Golden State Consultants ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

B. The Parties previously entered into that certain Contract Services Agreement for performance of on-call general construction inspection services dated September 26, 2023, for a total not-to-exceed Contract Sum of $400,000.00 and with a Term of one (1) year with three optional one-year extension periods (the "Original Agreement").

C. The Parties then entered into a subsequent Agreement for Professional Services dated September 25, 2024, to continue performance of the services that began under the Original Agreement with the intent to amend the Original Agreement to exercise the first optional extension period and to extend the Term by one (1) year to September 25, 2025, and to increase the total not-to-exceed Contract Sum by $300,000.00 to a new total Contract Sum of $700,000.00 (the "Second Agreement").

D. The Parties now desire to exercise the second optional extension period and extend the Term of the Original Agreement by one (1) year to September 25, 2026, and increase the total not-to-exceed Contract Sum by $200,000.00 to a new total Contract Sum of $900,000.00 and to allow Consultant to continue to perform the services.

E. The Parties desire to amend, restate, and consolidate the Original Agreement and Second Agreement into this First Amended and Restated Agreement and the Original Agreement and Second Agreement are hereby replaced and superseded in their entirety by this Agreement as of the date first stated above.

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

1.2 **Consultant's Proposal.** The Scope of Services shall include the scope of services or work included in Consultant's proposal dated August 24, 2023, 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. No other terms and conditions from Consultant's proposal, other than description of scope of services or work, shall apply to this Agreement, unless specifically agreed to by City in writing.

1.3 **Compliance with Law.** All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules and regulations of City and any federal, State or local governmental agency having jurisdiction in effect at the time services are rendered. City, and its officers, employees and agents, shall not be liable at law or in equity for failure of Consultant to comply with this Section.

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

1.5 **Additional Services and Compensation.** City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum up to $40,000.00 may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work

done by other consultants.

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

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

1.8 **Prevailing Wages.** If services include any "public work" or "maintenance work," as those terms are defined in California Labor Code section 1720 *et seq.* and California Code of Regulations, Title 8, section 16000 *et seq.*, and if the total compensation is $1,000 or more, Consultant shall pay prevailing wages for such work and comply with the requirements in California Labor Code section 1770 *et seq.* and 1810 *et seq.*, and all other applicable laws.

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation of the Original Agreement, the Second Agreement, and this Agreement, including reimbursement for actual expenses, shall not exceed Nine Hundred Thousand Dollars ($900,000.00) ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique, or event and the estimated increased or decreased cost related thereto.

2.2 **Invoices.** Unless some other method of payment is specified in Exhibit C, Schedule of Compensation, in any month in which Consultant wishes to receive payment, no later than the first business day of such month, Consultant shall submit to City, in a form approved by City's Finance Director, an invoice for services rendered prior to the date of the invoice. By submitting an invoice for payment under this Agreement, Consultant is certifying compliance with all

provisions of this Agreement. Except as provided in Sections 7.3, 7.4 and 7.5, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and City will use its best efforts to make payment no later than forty-five (45) days, from the submission of an invoice in an approved form. In the event any charges or expenses are disputed by City, the original invoice shall be returned by City to Consultant for correction and resubmission. Review and payment by City for any invoice provided by Consultant shall not constitute a waiver of any rights or remedies provided herein or any applicable law. Each invoice is to include (unless otherwise specified by City): 1) line items for all personnel describing the work performed, the number of hours worked, and the hourly rate; 2) line items for all materials and equipment properly charged to the Services; 3) line items for all other approved reimbursable expenses claimed, with supporting documentation; and 4) line items for all approved subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

ARTICLE 3. PERFORMANCE SCHEDULE

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

3.2 **Term.** Unless earlier terminated in accordance with Article 7 of this Agreement, this Agreement shall continue in full force and effect until completion of the services, which shall be no later than September 25, 2026 ("second one-year extension term of Original Agreement dated September 26, 2023"). The Parties may agree in writing to extend the Term by one remaining additional one (1) one year period, based on the terms of the Original Agreement dated September 26, 2023, provided that any adjustment to the rates in Exhibit "C" shall be subject to written agreement by the Parties. The City Manager is authorized to approve and execute, on the City's behalf, any such extension and increase in such rates. Notwithstanding the foregoing, the Term shall not be extended as provided herein unless the Parties agree in writing to either adjust the rates in Exhibit "C" as provided herein or to leave such rates unchanged.

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

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

in the performance of this Agreement, however caused, Consultant's sole remedy being extension of this Agreement pursuant to this Section.

ARTICLE 4. COORDINATION OF WORK

4.1 Representative of Consultant. The representative of Consultant is Tim Manning, Owner, Golden State Consultants, 951-570-6173, Tim@goldenstateconsultants.net who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability, and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 Contract Officer for City. The Contract Officer for City is John Pourkazemi, P.E., City Engineer, 951-956-2120, JPourkazemi@cityofperris.org (or such person as may be designated by the City Manager). The Contract Officer shall be he primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

4.4 Independent Contractor. Neither City, nor any of its officers, employees, or agents, shall have any control over the manner or means by which Consultant, or its officers, employees, agents, or subcontractors, perform the services required herein, except as otherwise set forth herein. Consultant shall perform all services required herein as an independent contractor of City and shall remain under only such obligations as are consistent with that role. Consultant shall not at any time or in any manner represent that it, or any of its officers, employees, agents, or subcontractors, are officers, employees, or agents of City. City shall not in any way or for any purpose become or be deemed to be a partner of Consultant in its business or otherwise or a joint venturer or a member of any joint enterprise with Consultant. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner. Consultant represents and warrants that the personnel used to provide services to City pursuant to this Agreement shall at all times be under Consultant's exclusive control and direction. No City employee benefits shall be available to Consultant, its officers, employees, agents, or subcontractors, in connection with the performance of this Agreement. City shall not be liable for compensation or indemnification to Consultant, its officers, employees, agents, or subcontractors, for injury or sickness arising out of performing services hereunder. In the event that Consultant or any officer, employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System, to be classified as other than an independent contractor for City, then Consultant shall indemnify, defend, and hold harmless City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer

contributions, and any other damages and costs assessed to City as a consequence of, or in any way attributable to, the assertion that Consultant, or any officer, employee, agent, or subcontractor Consultant used to provide services under this Agreement, is/are employees of City.

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

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

(a) **Commercial General Liability Insurance.** A policy of commercial general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury, and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement.

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

any automobile.

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

(e) **Cyber Liability.** Reserved

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

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

5.2 **General Insurance Requirements.**

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

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

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

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

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

5.3 **Indemnification.**

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

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

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

6.2 **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

6.3 **Confidentiality and Release of Information.** All information gained or work product produced by Consultant in its performance of this Agreement shall be considered confidential, unless such information is in the public domain or already known to Consultant. Consultant shall not release or disclose any such information or work product to persons or entities other than City without prior written authorization from City. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from City or unless requested by the City Attorney, voluntarily provide documents, declarations, letters of support, testimony at depositions, response to interrogatories or other information concerning the work performed under this Agreement. Response to a subpoena or court order shall not be considered "voluntary" provided Consultant immediately gives City notice of such court order or subpoena. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorneys' fees, caused by or incurred as a result of Consultant's conduct. As concerning, regarding or related to, in any way, this Agreement and the work performed thereunder: a) Consultant shall immediately notify City should Consultant, its officers, employees, agents or subcontractors be

served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party; b) City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding; and, c) Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any response to discovery requests provided by Consultant, however, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

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

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

arising out of any provision of this Agreement.

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

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

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

Government Code sections 905 *et seq*. and 910 *et seq*., in order to pursue a legal action under this Agreement.

7.9 **Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument, whether the signatures are originals, electronic, or digital.

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

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

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

9.7 **Incorporation of Recitals.** The recitals set forth above are hereby incorporated by

reference and made a part of this Agreement to the same extent as if they were fully restated herein.

9.8 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

Clara Miramontes
City Manager

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

Sunny Soltani, City Attorney

CONSULTANT:
Left Coast Consultants, a California Corporation, DBA Golden State Consultants

By: _____
Name: Tim Manning
Title: Owner

By: _____
Name: Christian Ruddell
Title: Owner, CEO/CFO

Address: 43125 Johnston Avenue
Hemet, CA 92544

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

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CITY OF PERRIS, a California municipal corporation

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Clara Miramontes
City Manager

ATTEST:

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APPROVED AS TO FORM:
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EXHIBIT A
SCOPE OF SERVICES

I. Consultant will perform services described in Consultant's Proposal and as outlined below on an on-call basis.

A. Consultant will provide on-call inspection (construction and engineering) services and construction administration and support services.

1. **Engineering Inspection Services.** Consultant shall provide professional inspection services on an as-needed/requested basis for a variety of the City's Capital Improvement Projects (CIP) and Developer Projects. Engineer Inspection Services shall include, but not be limited to:

   a) The enforcement of construction safety rules;

   b) Compliance with approved plans and specifications;

   c) Verification of line grades and design elevations;

   d) Enforcement of approved traffic control plans, material compliance, and over quality control; and

   e) Documentation and presentation in report format (written and photograph) of daily project activities witnessed by Consultant, labor compliance, tracking of project changes, and tracking changes for record drawings (as-built).

2. **Construction Administration and Support Services.** Consultant shall provide construction administration and support services as needed/requested by City, including, but not limited to:

   a) Attendance at pre-construction meetings;

   b) Attendance at progress meetings with contractors and City staff;

   c) Coordination with other public agencies and municipalities, as necessary to maintain project schedules;

   d) Verification of changed work conditions;

   e) Tracking of labor, equipment and time for pending change orders; and

   f) Review of monthly pay estimates.

The quantity and duration of projects will depend in part on the City's requirements and needs for these services. This Agreement retains the Consultant's on-call availability but does not guarantee that the Consultant will actually be requested/ordered to provide any services pursuant to Section II below. Consultant acknowledges that City retains an on-call

panel of consultants and may utilize and select from it as the City determines in its sole discretion.

II. Consultant must perform all on-call Services in compliance with the following requirements:

A. Each task shall be indicated by a written request ("Task Order") produced by the Contract Officer with a description of the work to be performed, and the time desired for completion. The City's written request (Task Order) may be characterized as a "request for proposals" sent to the City's on-call panel of consultants (or one or more of them) for a particular task or project. All tasks shall be carried out in conformity with all provisions of this Agreement.

B. Consultant must promptly prepare a written description of the requested tasks including all components and subtasks; the compensation to perform the task, using the itemized fees/rates in Section I of Exhibit "C" ("Task Budget"); an explanation of how the compensation was determined, if applicable; and, a schedule for completion of the task ("Task Completion Date"); all of which shall collectively be referred to as the "Task Proposal."

C. Contract Officer shall in writing approve, modify, or reject the Task Proposal, and may issue a Notice to Proceed.

D. The task shall be performed at a cost not to exceed the Task Budget.

E. Consultant shall complete the task and deliver all deliverables to Contract Officer by the Task Completion Date.

III. In addition to the requirements of Section 6.2, during performance of the Services, Consultant will keep the City appraised of the status of performance by delivering the following status reports:

A. A weekly written summary of progress on all approved and outstanding Task Proposals for services lasting longer than one week.

IV. All work product is subject to review and acceptance by the City and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

NOT APPLICABLE

EXHIBIT C

SCHEDULE OF COMPENSATION

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

FIELD SERVICES

Construction Inspector (non-prevailing wage)	**$150.00/hour**
Construction Inspector (prevailing wage)	**$180.00/hour**
Sr. Construction Inspector (non-prevailing wage)	**$170.00/hour**
Sr. Construction Inspector (prevailing wage)	**$180.00/hour**

Overtime rate billed at time and half.

Mileage billed per IRS rate.

PROESSIONAL SERVICES

Sub-Consultant Construction Manager	**$200.00/hour**
Sub-Consultant Public Works Administrator	**$150.00/hour**
Computer Aided Drafting	**$165.00/hour**

OFFICE SUPPORT

Clerical / Administrative	**$94.00/hour**
Deliverables	**Cost + 15%**

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

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

EXHIBIT D
SCHEDULE OF PERFORMANCE

I. **Consultant shall perform all Services on an on-call basis, in accordance with and as set forth in Exhibit "A."**

II. **If the City selects the Consultant's proposal to perform a project-specific Task Order, the Task Order's Scope of Work/Services or the Notice to Proceed, or both, shall provide the detailed schedule of performance, and all services shall be performed timely in accordance with the applicable approved Task Proposal and completed by the applicable Task Completion Date.**

CITY OF PERRIS

10.P.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to December 16, 2026.

REQUESTED ACTION: Approve IDI Logistics Request to Extend the Full Road Closure of Ellis Avenue between Case Road and Goetz Road to December 16, 2026.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

At the request of IDI Logistics, this item was continued from September 8, 2026 in order to establish a confirmed schedule from IDI Logistics on completion of the improvements on Ellis Avenue, between Case Road and Goetz Road, and at the Metrolink railroad crossing at the intersection of Ellis Avenue and Case Road.

The improvements required coordination with Southern California Edison (SCE), Southern California Railroad Authority (SCRRA) and California Public Utility Commission (CPUC).

Pursuant to a letter issued by Mayor Vargas to SCE, articulating and emphasizing the public safety aspect of the road closure and the significance of having the roadway, in particular the intersection of Ellis Avenue/Case Road, open to traffic, SCE provided an accelerated schedule. Mayor Vargas' letter is attached to this staff report for reference.

SCE did start the electrical work on September 16, 2026 and their work is scheduled to be completed by October 10, 2026. And in coordination with SCRRA and CPUC, IDI Logistics submitted a schedule with all work to be completed by December 16, 2026.

Should the City Council approve extending the road closure with the current schedule, the Engineering Department will extend the encroachment permit to December 16, 2026.

IDI Logistics is the developer of the industrial project located at the southwest corner of Mapes Road and Goetz Road – MM 22-05265 (DPR 08-04-0006) – TPM 38518. This development was approved by City Council on January 30, 2024. As part the development's Conditions of Approval, the Developer is required to construct and widen Ellis Avenue between Redlands Avenue and Goetz Road; including the

intersection improvements at Ellis Avenue and Case Road.

BUDGET (or FISCAL) IMPACT:

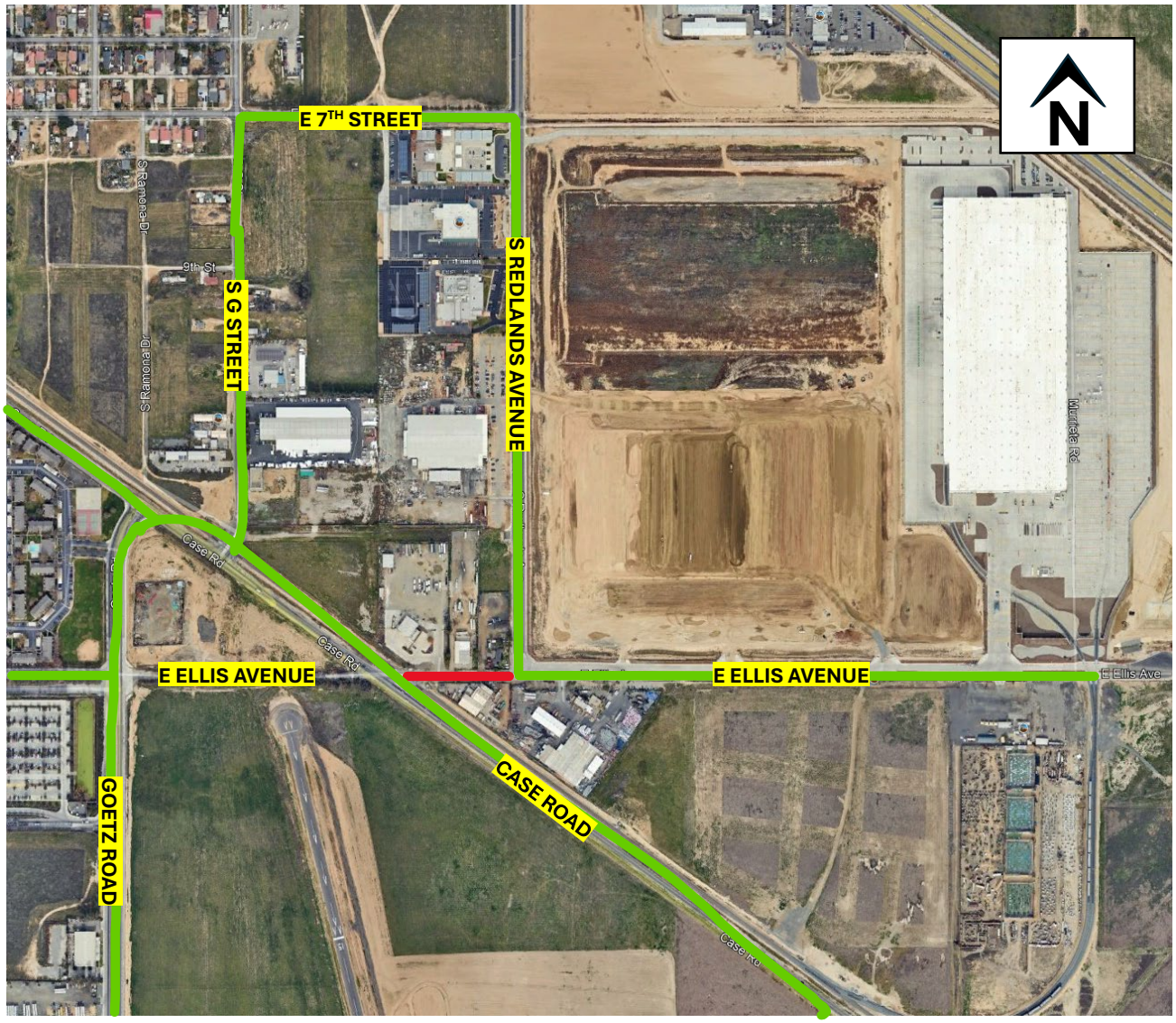
There is no impact to the General Fund.

Prepared By: Enrique Najera, Managers Assistant

Attachments:
1. Vicinity Map.pdf
2. Mayor Vargas's Letter.pdf
3. IDI Logistics Letter and Schedule.pdf

ATTACHMENT 1

VICINITY MAP



LEGEND

Closed Roadway

Open Roadway

ATTACHMENT 2

MAYOR VARGAS' LETTER TO SCE

CITY OF PERRIS
OFFICE OF THE MAYOR
MICHAEL M. VARGAS

Jeremy Goldman
Government Relations Manager
Southern California Edison
24487 Prielipp Road
Wildomar, CA 92595

September 5, 2026

Mr. Goldman,

I am writing to express my serious concern regarding the continued closure of the Ellis Avenue/Case Road intersection and the delays associated with completing the remaining Southern California Edison work necessary to move this project toward completion.

This project has been ongoing for nearly three years, and at this point, continued closure is simply unacceptable to our community. I do recognize and appreciate the efforts of SCE representatives who have been communicating with City staff and attempting to expedite the necessary work. However, after nearly three years, we have reached a point where this matter requires a greater level of urgency and intervention from SCE leadership. This is not simply a matter of inconvenience, **this is a public safety issue.** The city has repeatedly communicated the importance of reopening this intersection because of its impact on emergency response, traffic circulation, residents, businesses, and the surrounding community. Every additional week this intersection remains closed means continued detours and additional obstacles for emergency responders and members of the public who rely upon this roadway.

Our City Engineer has specifically requested that SCE consider separating the work at the Ellis Avenue/Case Road intersection from the remaining work along Ellis Avenue so the intersection improvements can be completed and the roadway reopened as quickly as possible. I strongly support that request and ask SCE leadership to explore every available option to make that happen.

What is particularly concerning is the continuing movement of the anticipated schedule. In July, the city was advised that scheduling was beginning and that the estimated timeframe associated with the railroad crossing work was approximately six and one-half weeks. We are now at the end of August, and the city is again being advised that the project is in scheduling and that the current timeline is not favorable.

101 North "D" Street
Perris, California 92570
(951) 943-6100 Ext. 231

After nearly three years of construction impacts, our residents should not be asked to simply accept another lengthy delay. I am therefore requesting that SCE immediately elevate this project and provide the resources necessary to complete the work affecting the Ellis Avenue/Case Road intersection at the earliest possible opportunity. If that means separating this portion of the work from the larger project, assigning additional crews or contractors, prioritizing scheduling, or coordinating directly with the appropriate district and railroad representatives, I respectfully ask that those options be pursued.

I am also requesting that SCE provide the city with a clear written schedule identifying when work at the intersection will begin, how long that work is expected to take, and most importantly, **the earliest date the Ellis Avenue/Case Road intersection can safely be reopened to the public.**

The City of Perris has worked cooperatively and in good faith with the various parties involved in this project. We will continue to do so. However, cooperation must now be matched with urgency and measurable action. Our residents do not measure the success of this project by easement agreements, scheduling processes, releases, work orders, or administrative timelines. They measure it by a much simpler standard: **When will their road reopen?**

I respectfully request that SCE leadership personally review this matter and work with city staff, IDI Logistics, and all other necessary parties to establish the fastest reasonable path to reopening this intersection. The City stands ready to assist with anything within our authority that will help expedite this work. What we cannot support is allowing this critical intersection to remain closed any longer than absolutely necessary.

It is time to get this intersection open. I look forward to your prompt response and a definitive schedule for completion.

Respectfully,

Michael M. Vargas,
Mayor
City of Perris

101 North "D" Street
Perris, California 92570
(951) 943-6100 Ext. 250

ATTACHMENT 3

IDI Logistics Letter and Schedule

IDI Logistics

September 23, 2026

John Pourkazemi
City Engineer
101 N D St.
Perris, CA 92570

Subject: Case Road & Ellis Road – Intersection Closure

Dear Mr. Pourkazemi,

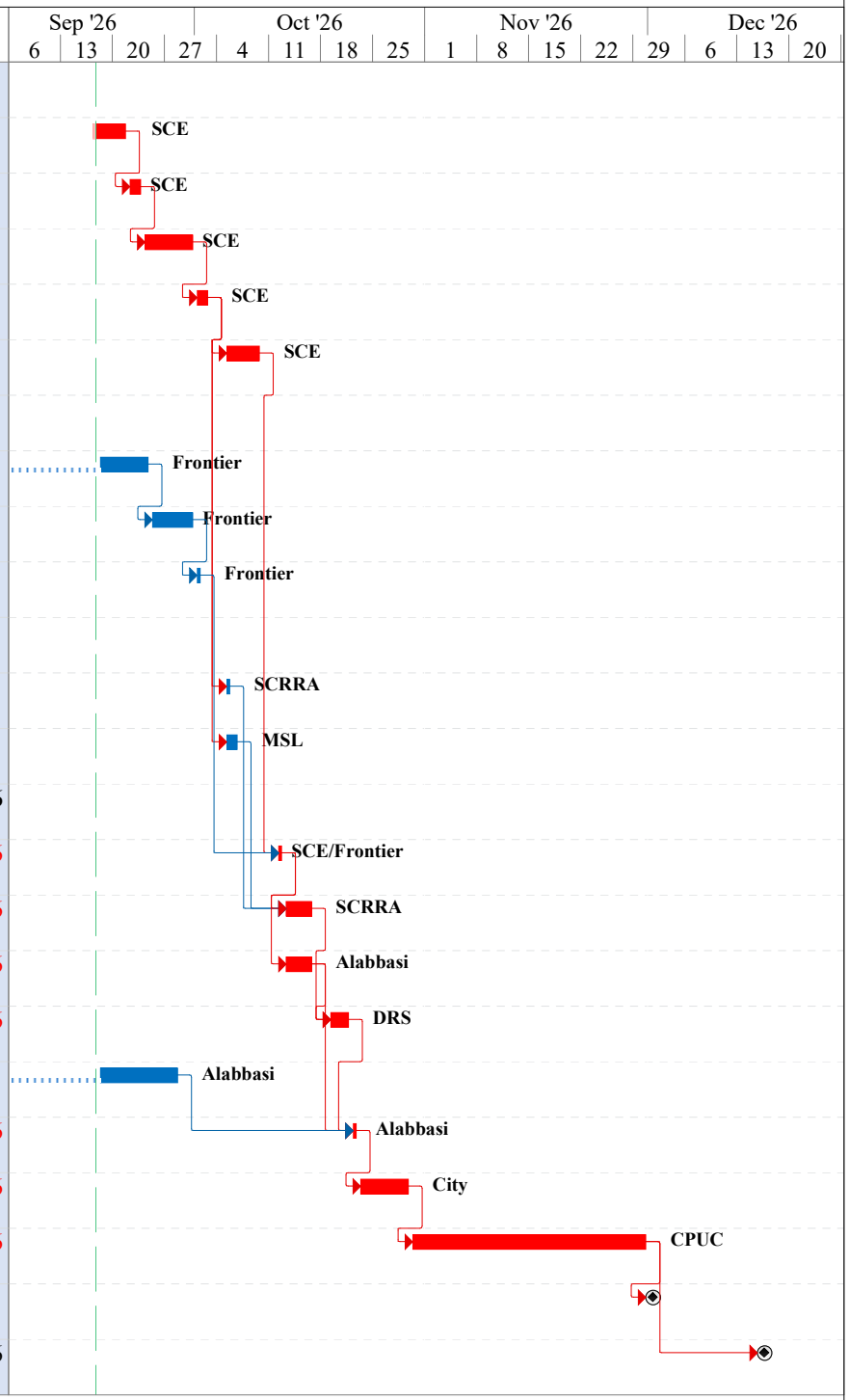
IDI Logistics appreciates the City's assistance in expediting the start of SCE's utility installation across the Case Road and Ellis Road intersection. Based on SCE's current schedule and coordination with other trade partners, we expect construction to be completed by December 16, 2026. We will continue working with the City of Perris to coordinate the remaining inspections and approvals from SCE, SCRRA, and CPUC and support the timely reopening of the intersection.

Sincerely,

Brian Caris, IDI Logistics
Vice President, Head of West Region Construction
840 Apollo Street, Suite 343
El Segundo, CA 90245
C 760.567.0266
brian.caris@idilogistics.com

Schedule to Complete E. Ellis Avenue Grade Crossing at Ellis & Case - Summary of Remaining Tasks

WBS	Task Name	Duration	%Done	Start	Finish
3	**SCE Relocations**	**253 days**	**88%**	**10/22/25**	**10/9/26**
3.9	SCE - Pull Main Conductor	3 days	33%	9/17/26	9/21/26
3.10	SCE - Metrolink Training (Pending RailPros Confirmation)	2 days	0%	9/22/26	9/23/26
3.11	SCE - Review/Approve Switch-Over Plan	5 days	0%	9/24/26	9/30/26
3.12	SCE - Transfer Services (Pending SCE Confirmation)	2 days	0%	10/1/26	10/2/26
3.13	SCE - Remove Existing Facilities (Pending RailPros Confirmation)	5 days	0%	10/5/26	10/9/26
4	**Frontier Relocations**	**247 days**	**90%**	**10/22/25**	**10/1/26**
4.1	Frontier - Obtain SCRRA ROE Permit	40 days	88%	10/22/25	9/24/26
4.5	Frontier - Shedule Removal Crews	4 days	0%	9/25/26	9/30/26
4.6	Frontier - Remove Existing Frontier Infrastructure	1 day	0%	10/1/26	10/1/26
5	**Signal Work (Rail & Traffic)**	**152 days**	**86%**	**3/9/26**	**10/6/26**
5.11	SCRRA - Switch to the New Electric Meter	1 day	0%	10/5/26	10/5/26
5.12	MSL - Switch to the New Electric Meter	2 days	0%	10/5/26	10/6/26
6	**Open Intersection to Public**	**221 days**	**8%**	**2/11/26**	**12/16/26**
6.1	All Existing Uilities Removed	1 day	0%	10/12/26	10/12/26
6.3	SCRRA - Activate in PTC (tentatively rescheduled for 10/16)	4 days	0%	10/13/26	10/16/26
6.4	Alabbasi - Finish Concrete Pavement	4 days	0%	10/13/26	10/16/26
6.5	DRS/Alabbasi - Pave Area Adjacent to Tracks/Ramps	3 days	0%	10/19/26	10/21/26
6.6	Alabbasi - Complete Pedestrian Crossing	10 days	30%	7/27/26	9/28/26
6.7	Alabbasi - Signing and Striping	1 day	0%	10/22/26	10/22/26
6.8	City - Submit CPUC Form G	5 days	0%	10/23/26	10/29/26
6.9	CPUC - Inspection of Completed Improvements	1 mon	0%	10/30/26	11/30/26
6.10	Potential Early Intersection Opening	1 day	0%	12/1/26	12/1/26
6.11	Intersection Opening	1 day	0%	12/16/26	12/16/26



Data Date: 9/17/26

Non-Critical Task | Critical Task | Milestone | Agency Notification

CITY OF PERRIS

10.Q.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve an Employee Travel Policy Including on a Per Diem Basis for Meals.

REQUESTED ACTION: Approve the Employee Travel Policy.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

On August 26, 2025, the City Council adopted a revised City Council Travel Policy that shifted meal reimbursement for City Council Members to a per diem basis, using the meals and incidental expenses (M&IE) rates published on the U.S. General Services Administration (GSA) website.

Staff have since prepared an Employee Travel and Expense Reimbursement Policy (Attachment 1) that applies a similar per diem approach to City employees traveling on official City business. The policy applies to all City of Perris employees; travel and expense reimbursement for City Council Members and members of City Council-created Boards or Commissions continues to be governed separately under the City Council and Elected Officials Travel Policy. The policy is intended to establish an "accountable plan" for expense reimbursement consistent with Internal Revenue Service regulations, so that properly substantiated reimbursements are not treated as taxable income to the employee.

Consistent with the revised City Council Travel Policy approved in August 2025, meals for City employees would be reimbursed on a per diem basis, without receipts, using the M&IE rates published on the GSA website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). The first and last calendar day of travel would be paid at 75% of the daily per diem rate, and the per diem otherwise payable would be reduced when a meal is provided to the employee at no direct cost.

Section 5.1 of the proposed policy addresses deductions for provided or employee-paid meals, consistent with the approach discussed during the Council's review of the parallel Council Travel Policy. Under this section, when a meal is provided to an employee at no direct cost—such as through a conference or seminar registration, a hotel or event sponsor, or payment by the City—the per diem for that day would be reduced by the amount allocated to that meal under the GSA's M&IE breakdown. A continental breakfast, reception with light hors d'oeuvres, or similar refreshment that does not

constitute a full meal would not result in a reduction. Employees would notify the Finance Department of any provided or employee-paid meals so the per diem payment can be adjusted accordingly, helping avoid duplicate reimbursement.

Staff also reviewed how neighboring cities and other agencies reimburse employees for meals and travel (Attachment 2). Of the agencies surveyed with a confirmed employee policy, the majority — including the State of California, Moreno Valley, Murrieta, and Banning — use a flat daily meal amount tied to a published federal or GSA rate table, consistent with the approach proposed in the attached policy. A smaller number of cities, including Corona and Eastvale, require receipts for meal expenses at actual cost rather than using a flat per diem amount.

It is recommended that the City Council approve the Employee Travel and Expense Reimbursement Policy.

BUDGET (or FISCAL) IMPACT:

No direct impact to the General Fund is anticipated as a result of adopting this policy. Travel-related expenditure continues to be budgeted within each department's existing operating budget, and actual reimbursement costs will vary based on approved employee's travel.

Prepared By: Ernie Reyna, Assistant City Manager

Attachments:
1. Employee Travel Policy.pdf
2. Neighboring Cities Comparison.pdf
3. GSA Website.pdf

ATTACHMENT 1

EMPLOYEE TRAVEL POLICY

	City of Perris **Administrative Policy**
POLICY: EMPLOYEE TRAVEL AND EXPENSE REIMBURSEMENT POLICY	
ADOPTED: [Pending City Council Approval] REVISED: N/A	

APPLICABILITY

This policy applies to all City of Perris employees. It does not apply to members of the City Council or of any Board or Commission created by act of the City Council; travel and expense reimbursement for those individuals is governed by the City Council and Elected Officials Travel Policy.

FINDINGS

Whereas, the City of Perris takes its stewardship over the use of its public resources seriously.

Whereas, public resources should only be used when there is a substantial benefit to the City of Perris.

Whereas, such benefits include:

1. Attending educational seminars, conferences, and training designed to improve an employee's skill and information level in the performance of their duties;
2. Participating in regional, state, and national organizations whose activities affect the City of Perris;
3. Representing the City at meetings, hearings, and other functions related to City business; and
4. Conducting City business efficiently and economically while away from the employee's regular workplace.

Whereas, this policy is intended to establish an “accountable plan” for expense reimbursement consistent with Internal Revenue Service regulations, so that properly substantiated reimbursements are not treated as taxable income to the employee.

1. Authorized Expenses

Authorized attendance at conferences, meetings, trainings, or seminars, or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official City business in order to:

a. Communicate with representatives of regional, state, and national government on City-adopted policy positions.
b. Attend training schools, seminars, symposia, conferences, hearings, conventions, or other meetings related to the employee's job duties.
c. Participate in local, regional, state, and national organizations whose activities affect the City's interests.
d. Represent the City at meetings, ceremonial events, or legal proceedings.
e. Attend City events.
f. Other meetings or activities as required to further the City's interests, when approved in advance as set forth in Section 2 below.

Examples of personal expenses that the City of Perris will not reimburse include, but are not limited to:

1. The personal portion of any trip;
2. Political or charitable contributions or events;
3. Alcoholic beverages;
4. Family expenses, including a spouse or partner's expenses when accompanying an employee on City-related business, as well as children- or pet-related expenses;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage, and/or golf-related expenses), or other cultural events;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance, or gasoline; and
7. Personal losses incurred while on City of Perris business.

2. Approval and Authorization

2.1. Employees must obtain approval from their Department Head prior to incurring any travel expenses.

2.2. Overnight travel requires advance approval by the employee's Department Head. Overnight travel by a Department Head requires approval by the City Manager or designee.

2.3. Out-of-state or international travel, and any trip with expenses reasonably anticipated to exceed $1,000, requires advance approval by the City Manager or designee.

2.4. Employees may not authorize reimbursement of their own expenses.

3. Transportation

The most economical mode and class of transportation reasonably consistent with safety, scheduling needs, and cargo space requirements, and other applicable considerations, must be used, via the most direct and time-efficient route. Government and group rates must be used when available and appropriate.

3.1. Airfare: The lowest reasonably available main cabin airfare rate, or equivalent thereto, is presumed to be the most economical and reasonable for purposes of reimbursement, except when other considerations (safety, accessibility, etc.) reasonably justify other arrangements.

3.2. Automobile: Personal automobile mileage is reimbursed at Internal Revenue Service rates presently in effect, calculated from the employee's regular workplace to the business destination, or from the employee's residence if the employee travels directly from home, whichever results in the lesser mileage. Mileage reimbursement does not include parking or bridge and road tolls, which may also be reimbursable. Valet parking is reimbursable if the rates are reasonably comparable to self-parking, or if self-parking is not available.

3.3. Car Rental: Car rentals, and fuel related thereto, may be reimbursable when other means of ground transportation are not reasonably available, or if the car rental rate is more economical than other means of ground transportation (e.g., two or more employees are sharing a car rental).

3.4. Other Reimbursable Transportation Expense: Taxis, shuttle, transit, hired vehicle, tolls, and app-based ride share fares may be reimbursed, including up to a 20 percent gratuity per fare, when the cost of such fares is equal to or less than the cost of car rental, gasoline, and parking combined, or when such transportation is reasonable for time/travel-efficiency.

4. Lodging

Lodging expenses will be reimbursed or paid for, at the single-occupancy rate, when travel on official City business reasonably requires an overnight stay.

4.1. Conferences/Meetings: If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting, if such rates are available at the time of booking. If the group rate is not available, lodging accommodation comparable to the lodging provided in connection with the conference, which does not substantially increase costs or interfere with an employee's duties, is presumed to be reasonable and hence reimbursable for purposes of this policy.

4.2. Other Lodging: Hotel reservations should be made in advance in order to secure government rates. If government rates are not available, lodging accommodation (including hotels, motels, residence rental, etc.) in an area that is safe and provides reasonable transportation access to conduct the City's business is presumed to be reasonable and hence reimbursable for purposes of this policy.

5. Meals

Meal expenses shall be paid on a per diem basis, without receipts, either in advance or after the trip, based on per diem rates found on the U.S. General Services Administration's website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). Per diem for the first and last calendar day of travel shall be paid at 75% of the daily per diem rate. Per diem is provided to cover meals and incidentals. Incidentals include fees and tips given to porters, baggage carriers, and hotel staff. Per diem rates are set at the levels prescribed by the United States Government and rates vary by destination city.

5.1. Deduction for Provided or Employee-Paid Meals: If a meal is provided to an employee at no direct cost — including a meal included in a conference or seminar registration fee, a complimentary meal provided by a hotel or event sponsor, or a meal paid for by the City on the employee's behalf — the per diem otherwise payable for that day shall be reduced by the amount allocated to that meal under the GSA's Meals and Incidental Expenses (M&IE) breakdown for the applicable per diem locality. A continental breakfast, reception with light hors d'oeuvres, or similar refreshment that does not constitute a full meal shall not result in a reduction. Employees shall promptly notify the Finance Department of any provided or employee-paid meals so that the per diem payment may be adjusted accordingly.

5.2. Meals Not Associated with Overnight Travel: For day trips not requiring an overnight stay, per diem is not provided. Meals are reimbursed only when the meal is an integral, scheduled part of a conference, training, or meeting program (for example, a working lunch), and are not reimbursed if the employee could reasonably provide his or her own meal in the ordinary course of the workday.

6. Internet

Employees may be reimbursed for reasonable internet access connection and/or usage fees away from home, if such access is necessary for City-related business.

7. Airport Parking

The most economical and reasonable parking option should generally be used. Long-term parking should be used for travel exceeding 24 hours, except when other considerations (safety, accessibility, etc.) reasonably justify other parking arrangements.

8. Expense Reporting

8.1. Employees must submit a completed expense report, with all required receipts attached, within ten (10) working days of returning from travel.

8.2. Receipts are not required for per diem meal reimbursement. Original, itemized receipts are required for all other reimbursable expenses, including lodging, transportation, registration fees, and any advance reconciliation.

8.3. No reimbursement will be made for an expense that is not properly documented in accordance with this policy.

9. Other

9.1. Registration fees and applicable materials related to, for example, attendance at a conference, if paid directly by the employee, are reimbursable.

9.2. Tipping is considered an appropriate expense, not to exceed 20 percent; the amount must be reasonable and for appropriate services such as food servers, taxi, or rideshare, or other appropriate attendants. Per diem for incidentals includes fees and tips given to porters, baggage carriers, and hotel staff.

9.3. Baggage handling fees for up to one piece of luggage per employee will be reimbursed.

COMPLIANCE WITH LAWS

Employees should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. Generally, agency expenditures are public records subject to disclosure under the California Public Records Act.

VIOLATION OF THIS POLICY

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges; (2) a demand for restitution to the City; (3) the City's reporting the expenses as income to the employee to state and federal tax authorities; (4) disciplinary action, up to and including termination of employment; (5) civil penalties of up to $1,000 per day and three times the value of the resources used; and (6) prosecution for misuse of public resources.

ATTACHMENT 2

NEIGHBORING CITIES COMPARISON

How Nearby Cities Handle Employee Meal & Travel Reimbursement

A quick-reference comparison for Perris City Council — employee policies only

City / Agency	How It Works	Typical Daily Meal Amount	Receipts Needed?	Policy Last Updated
Federal Government (GSA)	Flat daily amount, no receipts needed for meals	~$68/day (varies by city)	No (meals) / Yes (hotel)	2026
State of California	Flat daily amount, no receipts needed for meals	$68/day ($51 first & last day)	No (meals) / Yes (hotel)	2026
Moreno Valley	Flat daily amount for meals; receipts for everything else	Set by federal rate table	No (meals) / Yes (other costs)	2026
Riverside	Employee's choice: flat daily amount OR actual receipted cost	$64/day (or up to $85 w/ receipts)	No (if flat amount) / Yes (if receipted)	2018
Norco	Employee's choice: flat daily amount OR actual receipted cost	$64–$74/day (varies by city)	No (if flat amount) / Yes (if receipted)	2017
Murrieta	Flat daily amount for overnight trips only; receipts for day trips	Set by federal rate table	No (overnight) / Yes (day trips)	2019
Banning	Flat daily amount for meals; receipts for everything else	Set by federal rate table	No (meals) / Yes (other costs)	2020
Hemet	Cash advance for meals, reconciled with receipts after the trip	$70/day (big city) or $50/day (other)	Yes (to reconcile advance)	Not dated
Corona	Actual cost only, no flat daily amount	Not published	Yes (all expenses)	Not dated
Eastvale	Actual cost only, capped at a flat daily ceiling	$60/day maximum (all meals combined)	Yes (all expenses)	2014
Canyon Lake	Employee's choice: flat daily amount OR actual receipted cost (per diem NOT available to elected officials)	Set by federal rate table	No (if flat amount) / Yes (if receipted)	2024
Menifee, Lake Elsinore, Temecula, San Jacinto, Beaumont, and Wildomar	Not located	—	—	—

Key:	Blue = national/state benchmark	Green = confirmed city policy	Orange = not located

Three things worth knowing:

1. Most cities give employees a flat daily meal amount (no receipts needed) tied to the federal government's published rate — this is the most common approach.

2. A few cities (Corona, Eastvale) require a receipt for every meal instead of a flat daily amount — generally more paperwork for staff, but ties reimbursement to actual cost.

Detailed Policy Comparison — Employee Policies Only

City / Agency	Reimbursement Approach	Daily Rate / Cap	First & Last Day Rule	Receipts Required?	Source & Date
GSA Federal Per Diem (benchmark)	Flat daily meal amount, no receipts required	~$68/day; varies by destination city	75% of daily rate on first & last day	No (meals) / Yes (lodging)	GSA.gov, 2026
State of California (CalHR)	Flat daily meal amount, no receipts required	$68/day; $51/day first & last day	75% of daily rate on first & last day	No (meals) / Yes (lodging)	CalHR Manual §2203, 2026
Moreno Valley	Flat daily meal amount (no receipts); all other costs reimbursed with receipts	Federal rate table for destination city	Tiered by hours traveled: 50% (<12 hrs), 75% (12–24 hrs), 100% full days / 75% first & last day	No (meals) / Yes (everything else)	AP #3.03, revised June 2026
Riverside	Employee's choice: flat daily meal amount OR actual cost with receipts (can't mix on one trip)	$64/day flat, or up to $85/day if receipted	Reduced for partial days (no fixed %)	No (if flat) / Yes (if receipted, or lodging)	Policy 04.001.00, last updated 2018
Norco	Employee's choice: flat daily meal amount OR actual cost with receipts	$64–$74/day depending on destination city	75% of daily rate on first & last day	No (if flat) / Yes (if receipted, or lodging)	Policy 303, revised 2017
Murrieta	Flat daily meal amount for overnight trips only (24+ hrs); day trips reimbursed with receipts, capped at the flat amount	Federal rate table for destination city	Follows federal partial-day rules	No (overnight) / Yes (day trips, lodging)	Policy 100.01, amended 2019
Banning	Flat daily meal amount; all other costs reimbursed with receipts	Federal rate table for destination city	Time-based: breakfast if leaving 1+ hr early, dinner if returning 2+ hrs late (no % formula)	No (meals) / Yes (everything else)	Policy E-3, adopted 2020
Hemet	Cash advance for meals based on destination type, reconciled with receipts after the trip	$70/day (major metro/resort cities) or $50/day (all other areas)	Reduced for partial days (no fixed %)	Yes (to reconcile the advance)	Personnel Rules Art. XXIV; date not shown
Corona	Actual cost only — no flat daily amount; capped at the lesser of actual cost or IRS rate	Not published in documents reviewed	Not specified in documents reviewed	Yes (all expenses)	Policy 01200.001; date not shown
Eastvale	Actual cost only, capped at a flat daily ceiling (not tied to federal rates)	$60/day maximum, all meals combined	Reduced for partial days (no fixed %)	Yes (all expenses)	Policies A-04 & A-05, 2011 / 2014
Canyon Lake	Employee's choice: flat per diem (federal rate method) OR actual cost with receipts for meals $20+. Per diem is NOT available to elected officials — they must use actual cost only	Per diem based on IRS federal rate method (high-low or regular); no set dollar table in document provided	Not specified in document provided	No (if per diem) / Yes (actual-cost meals $20+, and all other expenses)	Resolution No. 2024-21, adopted June 2024
Menifee	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Lake Elsinore	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Temecula	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
San Jacinto	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Beaumont	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*
Wildomar (only an elected-official policy was located)	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*	*Not yet located*

ATTACHMENT 3

GSA WEBSITE

An official website of the United States government

U.S. General Services Administration

Per diem rates

FY 2027 per diem rates now available

The FY 2027 rates are not the default rate in the drop-down box until October 1, 2026.

We establish the per diem rates that federal agencies use to reimburse their employees for lodging and meals and incidental expenses incurred while on official travel within the continental United States. A standard rate applies to most of CONUS. Individual rates apply to about 300 non-standard areas. Most NSAs are a key city/primary destination and the surrounding county. Rates for the coming federal government fiscal year are typically announced in mid-August. Search the rates below or refer to the flat files, API, or trip calculator.

Search by city, state, or ZIP code

Required fields are marked with an asterisk (*).

For fiscal year: *

2026 (Current federal fiscal year)

State

Select a state

City

City (optional)

OR

ZIP

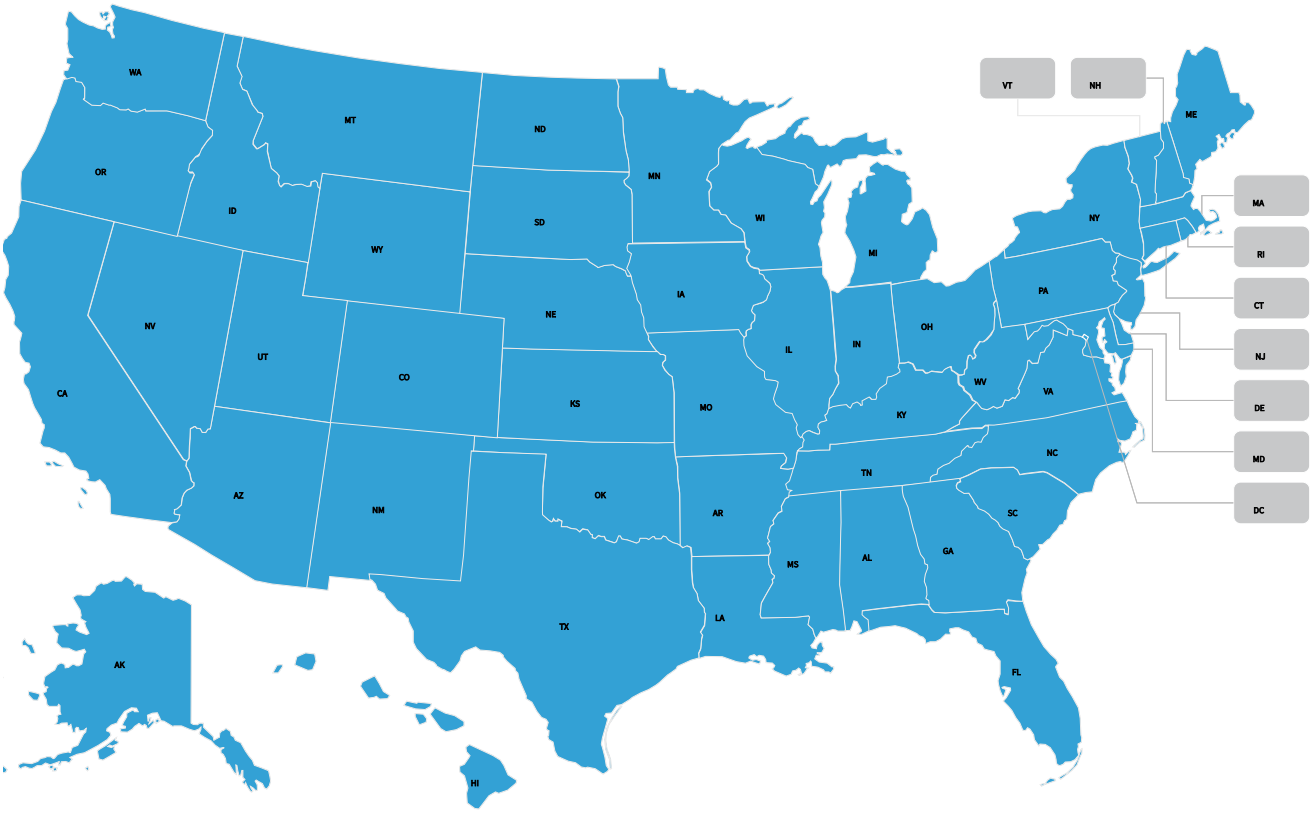
ZIP

Find rates

Search by state

For fiscal year:

2026 (Current federal fiscal year)

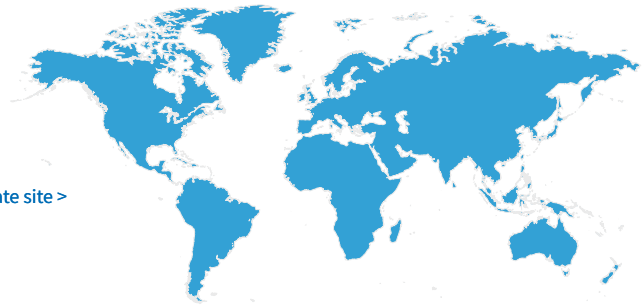


The Department of Defense sets rates for Alaska, Hawaii, and U.S. territories and possessions.

Visit the DOD site >

The Department of State sets foreign rates.

Visit the Department of State site >



City Pair Program

Our Best-in-Class program procures discounted, flexible air passenger transportation services for federal government travelers across over 17,000 markets. It offers benefits like fully refundable tickets, no change fees, stable pricing, and no blackout dates, ensuring efficient and cost-effective official travel.

Bulletins

Download bulletins on per diem rates, privately owned vehicle reimbursement, relocation allowances and other travel topics.

Need a state tax exemption form?

Per OMB Circular A-123, federal travelers "…must provide a tax exemption certificate to lodging vendors, when applicable, to exclude state and local taxes from their hotel bills." GSA's SmartPay team maintains the most current state tax information , including any applicable forms.

CITY OF PERRIS

10.R.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to Approve a Revised City Council Travel Policy Including on a Per Diem Basis for Meals.

REQUESTED ACTION: Approve the Revised City Council Travel Policy.

CONTACT: Ernie Reyna, Assistant City Manager

BACKGROUND/DISCUSSION:

On August 26, 2025, the City Council adopted a revised City Council and Elected Officials Travel policy that moved meal reimbursements to a per diem basis using the U.S. General Services Administration's (GSA) published rates. Since then, staff began drafting a companion Employee Travel and Expense Reimbursement Policy applying that same per diem approach to City employees.

While preparing the employee policy, staff identified two provisions that had been built into the employee document but were not yet part of the Council Policy. Bringing the Council Policy into alignment on these two points is the purpose of this item; the redlined policy is included as Attachment 1.

The first is Section 1.3.1, Deduction for Provided or Official-Paid Meals. Under this section, if a meal is already covered at no cost to the Official, for example, a meal included in a conference registration fee, a complimentary meal from a hotel or event sponsor, or a meal the City paid for directly, the per diem otherwise payable for that day is reduced by the amount GSA allocates to that meal in its Meals and Incidental Expenses (M&IE) breakdown. Light refreshments, such as a continental breakfast or a reception with hors d'oeuvres, do not trigger a reduction. Officials are required to promptly notify the Finance Department of any provided or Official-paid meals so the per diem payment can be adjusted. This mirrors Section 5.1 of the Employee Policy and is intended to prevent an Official from receiving a full day's per diem on top of a meal the City, a sponsor, or a conference has already covered.

The second revision is to Section 1.1.2, Automobile. The policy is revised so that mileage is calculated from the Official's regular workplace to the business destination, or from the Official's residence if the Official travels directly from home, whichever results in the lesser mileage. This lessor-of-mileage approach mirrors Section 3.2 of the Employee Policy and is a more precise standard than the current

policy language, which reimburses mileage to and from the Official's residence without regard to which starting point results in a shorter trip.

It is recommended that the City Council approved the revised City Council and Elected Officials Travel Policy.

BUDGET (or FISCAL) IMPACT:
No impact to the general fund as this is an administrative revision.

Prepared By: Ernie Reyna, Assistant City Manager

Attachments:
1. Revised Council Travel Policy.pdf

ATTACHMENT 1

CITY COUNCIL TRAVEL POLICY REVISED 09/29/2026

	City of Perris **Administrative Policy**
	POLICY: CITY COUNCIL AND ELECTED OFFICIALS TRAVEL POLICY
	ADOPTED: 2/14/06, REVISED: 9/25/18, ***REVISED: 08/26/25***, ***REVISED: 09/29/26***

APPLICABILITY

This policy applies to the City Council and members of any other Board or Commission created by act of the City Council.

FINDINGS

Whereas, the City of Perris takes its stewardship over the use of its public resources seriously.

Whereas public resources should only be used when there is a substantial benefit to the City of Perris.

Whereas, such benefits include:

1. The opportunity to discuss the community's concerns with state and federal officials:
2. Participating in regional, state, and national organizations whose activities affect the City of Perris;
3. Attending educational seminars designed to improve official's skill and information levels; and
4. Promoting public service and morale by recognizing such service.

Whereas, this policy satisfies the requirements of Government Code sections 53232.2 and 53232.3. These Government Code sections were created by Assembly Bill 1234-2006 (AB 1234) and state that such a reimbursement policy may specify what constitutes reasonable rates for travel, lodging, and other expenses. If a policy does not specify reimbursement rates, then the reimbursable rates default to those in the Internal Revenue Service guidelines.

1. Authorized Expenses

Authorized attendance at conferences, meetings, and seminars or authorized travel for any other purpose in connection with official City responsibilities. Business travel includes day trips and trips requiring one or more overnight stays in connection with official representation of the City in order to:

a. Communicate with representatives of regional, state and national government on City adopted policy positions.

b. Attend training schools, seminars, symposia, conferences, hearings, conventions or other meetings

c. Participate in local, regional, state, and national organizations whose activities affect the City's interest.

d. Recognize service to the City (for example, thanking a longtime employee with a retirement gift or celebration of nominal value and cost).

e. Attend City events.

f. Implement a City approved strategy for attracting or retaining businesses to the City, which will typically involve at least one staff member.

g. Other meetings as required to further the City's interests.

Examples of personal expenses that the City of Perris will not reimburse include, but are not limited to:

1. The personal portion of any trip:
2. Political or charitable contributions or events:
3. Alcoholic beverages
4. Family expenses, including partner's expenses when accompanying officials on agency-related business, as well as children or pet-related expenses;
5. Entertainment expenses, including theater, movies (either in-room or at the theater), sporting events (including gym, massage and/or golf related expenses), or other cultural events;
6. Non-mileage personal automobile expenses, including repairs, traffic citations, insurance or gasoline; and
7. Personal loss incurred while on City of Perris business.

1.1 Transportation

The most economical mode and class of transportation reasonably consistent with safety, scheduling needs, and cargo space requirements, and other applicable considerations, must be used, via the most direct and time-efficient route. Government and group rates must be used when available and appropriate.

1.1.1. Airfare: The lowest reasonably available main cabin airfare rates, or equivalent thereto, are presumed to be the most economical and reasonable for purposes of reimbursement, except when other considerations (safety, accessibility, etc.) reasonably justify other arrangements.

1.1.2. Automobile: Personal automobile mileage is reimbursed at Internal Revenue Service rates presently in effect ~~to and from the Official's residence or from another location~~

~~where official City business was being conducted~~, calculated from the Official's regular workplace to the business destination, or from the Official's residence if the Official travels directly from home, whichever results in the lesser mileage. The mileage reimbursement does not include parking or bridge and road tolls, which may also be reimbursable. Valet parking is reimbursable if the rates are reasonably comparable to self-parking or if self-parking is not available.

1.1.3 Car Rental: Car rentals, and fuel related thereto, may be reimbursable when other means of ground transportation are not reasonably available or if the car rental rates are more economical than other means of ground transpiration (e.g. two (2) or more travelers are sharing a car rental(s).

1.1.4. Other Reimbursable Transportation Expense: Taxis, shuttle, transit, hired vehicle, tolls and app-based ride share fares may be reimbursed, including up to a 20 percent gratuity per fare, when the cost of such fares is equal to or less than the cost of car rentals, gasoline and parking combined, or when such transportation is reasonable for time/travel-efficiency.

1.2. Lodging

Lodging expenses will be reimbursed or paid for when travel on official City business reasonably requires an overnight stay.

1.2.1. Conferences/Meetings: If such lodging is in connection with a conference, lodging expenses must not exceed the group rate published by the conference sponsor for the meeting if such rates are available at the time of booking. If the group rate is not available, lodging accommodation comparable to the lodging provided in connection with a conference, which does not substantially increase costs or interfere with an Official's duties, are presumed to be reasonable and hence reimbursable for purpose of this policy.

1.2.2. Other Lodging: Hotel reservations should be made in advance in order to secure government rates. If government rates are not available, lodging accommodation (including hotels, motels, residence rental, etc.) in an area that is safe and provides reasonable transportation access to conduct the City's business are presumed to be reasonable and hence reimbursable for purposes of this policy.

1.3. Meals

Meal expenses shall be paid on a per diem basis, without receipts, either in advance~~d~~ or after the trip, based on per diem rates found on the U.S. General Services Administration's website at https://www.gsa.gov/travel/plan-book/per-diem-rates (or a successor link created by the GSA intended to contain substantially the same information). Per Diem for the first and last calendar day of travel shall be paid at 75% of the daily per diem rate. Per diem is provided to cover meals and incidentals. Incidentals include fees and tips given to porters, baggage carriers, and hotel staff. Per diem rates are set at the levels prescribed by the United States Government and rates vary by destination City.

1.3.1. Deduction for Provided or Official-Paid Meals: If a meal is provided to an Official at no direct cost — including a meal included in a conference or seminar registration fee, a complimentary meal provided by a hotel or event sponsor, or a meal paid for by the City on the Official's behalf — the per diem otherwise payable for that day shall be reduced by the amount allocated to that meal under the GSA's Meals and Incidental Expenses (M&IE) breakdown for the applicable per diem locality. A continental breakfast, reception with light hors d'oeuvres, or

similar refreshment that does not constitute a full meal shall not result in a reduction. Officials shall promptly notify the Finance Department of any provided or Official-paid meals so that the per diem payment may be adjusted accordingly.

1.4 Internet

Officials may be reimbursed for reasonable internet access connection and/or usage fees away from home, if such access is necessary for City-related business.

1.5. Airport Parking

The most economical and reasonable parking option should generally be used. Long-term parking should be used for travel exceeding 24 hours, except when other considerations (safety, accessibility, etc.) reasonably justify other parking arrangements.

1.6. Other

1.6.1. Registration fees and applicable materials related to, for example, attendance at a conference, if paid directly the Official, are reimbursable.

1.6.2. Tipping is considered an appropriate expense, not to exceed 20%; however, the amount must be reasonable and for appropriate services such as food servers, taxi, or rideshare, or other appropriate attendants. Per diem for incidentals includes fees and tips given to porters, baggage carriers, and hotel staff.

1.6.3. Baggage handling fees for up to one piece of luggage per Elected Official will be reimbursed.

COMPLIANCE WITH LAWS

City Officials should keep in mind that some expenditures may be subject to reporting under the Political Reform Act and other laws. Generally, agency expenditures are public records subject to disclosure under the Public Records Act.

VIOLATION OF THIS POLICY

Use of public resources or falsifying expense reports in violation of this policy may result in any or all of the following: (1) loss of reimbursement privileges; (2) a demand for restitution to the City; (3) the agency's reporting the expenses as income to the Official to state and federal tax authorities; (4) civil penalties of up to $1,000 per day and three times the value of the resources used; (5) prosecution for misuse of public resources.

CITY OF PERRIS

10.S.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to approve a Professional Services Agreement between the City of Perris and the Perris Valley Chamber of Commerce in the amount of $90,000 for a term of one (1) year.

REQUESTED ACTION: Staff is recommending that the City Council review and discuss the Professional Services Agreement between the City of Perris and the Perris Valley Chamber of Commerce for one year, and upon approval, authorize the City Manager or her designee to execute the Agreement, subject to City Attorney approval as to form.

CONTACT: Benigno Sandoval - Economic Development Director

BACKGROUND/DISCUSSION:

This item was continued by the City Council at the August 25, 2026, regular meeting. The City Council directed staff to work with PVCC so that the Chamber may have time to provide additional information to further evaluate whether additional funding from the City of Perris is needed for the services proposed in the service agreement. In addition, City Council discussed changing the term of the agreement from two years to one year. In the period following the City Council meeting on August 25, 2026, staff has received a total of 20 letters from local businesses in support of the PVCC's proposed services agreement.

The Perris Valley Chamber of Commerce has requested extending the existing Professional Services Agreement (PSA), same as the existing PSA, to continue to provide resources and support services to the local business community. The PVCC scope of work is outlined for business attraction, retention, and relations, as currently provided by PVCC, and includes a budget request in the amount of $90,000 for the 2026-2027 fiscal year. This contract year amount is comprised of a $45,000 request for the 2027 State of the City event and a $45,000 request for the remainder of the programming listed in the Scope of Services. Staff Attached summarizes the deliverables for 25-26 Fiscal Year.

This PSA was reviewed by the EDC on August 13, 2026. The Economic Development Committee directed staff to move forward in working with the City Attorney's office to develop a Professional Services Agreement on the standard City contract. (Attachment 2). The Agreement includes standard City terms for professional services agreements, as well as revisions to the scope of services to include

additional detail and performance measures for proper enforcement authority by the City.

BUDGET (or FISCAL) IMPACT:

Funds for this agreement will be budgeted from the General Fund, in the amount of $90,000 for the 2026-2027 Fiscal Year.

Prepared By: Benigno Sandoval, Economic Development Director

Attachments:
1. City of Perris and PVCC Agreement.pdf
2. PVCC Summary Deliverables 25-26.pdf
3. Perris Chamber Bylaws 2026.pdf
4. Support Letters.pdf

Attachment 1

City of Perris and PVCC Agreement

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN CITY OF PERRIS AND
THE PERRIS VALLEY CHAMBER OF COMMERCE

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and entered into this 1st day of October, 2026 by and between CITY OF PERRIS, a California municipal corporation ("**City**") and THE PERRIS VALLEY CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation ("**Consultant**"). City and Consultant may be referred to individually as "**Party**" or collectively as "**Parties**."

RECITALS

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

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

OPERATIVE PROVISIONS

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

ARTICLE 1. SERVICES OF CONSULTANT

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

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

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

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

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

1.5 Additional Services and Compensation. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes to the work by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order, consistent with both Section 9.4 as well as the Perris Municipal Code ("**PMC**"), is first given by City to Consultant, incorporating therein any adjustment in the Contract Sum for the actual costs of the extra work and/or the time to perform this Agreement, which said adjustments are subject to the written approval of Consultant. Any increase in the Contract Sum of up to ten percent (10%) of the Contract Sum or $9,000, whichever is less, may be approved by the City Manager pursuant to Section 9.4. Any greater increases, taken either separately or cumulatively, must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor. City may in its sole and absolute discretion have similar work done by other consultants.

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

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

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

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

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

ARTICLE 2. COMPENSATION AND METHOD OF PAYMENT

2.1 **Contract Sum.** Subject to any limitations set forth in this Agreement, City agrees to pay Consultant the amounts specified in the "Schedule of Compensation" attached hereto as **Exhibit C** and incorporated herein by this reference. The total compensation, including reimbursement for actual expenses, shall not exceed **Ninety Thousand Dollars ($90,000)** ("**Contract Sum**"), unless additional compensation is approved pursuant to Section 1.5. Compensation may include reimbursement, for actual and necessary expenditures, if both specified in the Schedule of Compensation, as well as approved by City in advance. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by City. Consultant agrees that if Consultant becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services, Consultant shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto.

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

ARTICLE 3. PERFORMANCE SCHEDULE

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

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

be no later than August 31, 2027 ("**Term**").

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

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

ARTICLE 4. COORDINATION OF WORK

4.1 **Representative of Consultant.** The representative of Consultant is Jerry Sepulveda (President, (951) 442-6123, teamvictorypfs@gmail.com), who is authorized to act on Consultant's behalf with respect to the work or services specified herein and to make all decisions in connection therewith. It is expressly understood that the experience, knowledge, capability and reputation of the representative was a substantial inducement for City to enter into this Agreement. Therefore, the representative shall be responsible during the term of this Agreement for directing all activities of Consultant and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the representative may not be replaced nor may their responsibilities be substantially reduced by Consultant without the express written approval of City.

4.2 **Contract Officer for City.** The Contract Officer for City is Clara Miramontes, City Manager, (or such person as may be designated by the City Manager). The Contract Officer shall be the primary person on behalf of City responsible for the administration of the Agreement. It shall be Consultant's responsibility to assure that the Contract Officer is kept informed of both the progress of the performance of the services as well as any decisions which must be made by City.

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

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

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

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

ARTICLE 5. INSURANCE AND INDEMNIFICATION

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

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

general liability insurance, with coverage at least as broad as Insurance Services Office ("**ISO**") form CG 00 01, written on a per occurrence basis for bodily injury, personal injury and property damage. Defense costs must be paid in addition to limits. Coverage for an additional insured shall not be limited to its vicarious liability. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted. Limits shall be no less than $1,000,000 per occurrence for all covered losses and no less than $2,000,000 general aggregate.

(b) **Worker's Compensation Insurance.** A policy of worker's compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for Consultant against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Consultant in the course of carrying out the work or services contemplated in this Agreement, with Employer's Liability insurance coverage limits of at least $1,000,000.00 per accident for bodily injury or disease.

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

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

(e) **[Reserved].**

(f) **Excess Liability Insurance.** Excess liability insurance may be used to satisfy the obligations herein. If excess liability insurance is used then the policy shall meet all the requirements herein and be at least as broad as the primary coverages set forth herein. Such policy shall: 1) include a drop down feature requiring the policy to respond if primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; 2) be payable on behalf of wording as opposed to reimbursement; 3) have concurrency of effective dates with primary policies; 4) "follow form" to the underlying primary policies; and, 5) provide insureds, under primary policies required herein, shall be insureds under the excess liability policy.

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

coverages for subcontractors shall include all of the requirements stated herein.

5.2 General Insurance Requirements.

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

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

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

(d) Primary, Subrogation, Contribution and Coverage. All of the above policies of insurance shall be primary insurance. The insurers for the above policies, Consultant and any subcontractors are all deemed hereof to waive all rights of subrogation and contribution they may have against City or City Parties, and their respective insurers, and all insurance policies required herein shall be endorsed to waive such rights. Any insurance maintained by City or City Parties will apply in excess of, and not contribute with, Consultant's insurance. If Consultant maintains broader coverage and/or higher limits than the minimum amounts provided herein, City requires and shall be entitled to the broader coverage and/or higher limits maintained by Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to City and City Parties. None of the coverages required herein will be in compliance with this Agreement if they include any limiting endorsement of any

kind that has not been first submitted to City and approved of in writing. Requirements of specific coverage features or limits contained herein are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any Party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

5.3 **Indemnification.**

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

(b) **Further Provisions.** The indemnity obligation herein shall be binding on successors, assigns and heirs of Consultant and shall survive termination of this Agreement. Consultant shall incorporate similar indemnity agreements as provided herein with its subcontractors, and if Consultant fails to do so Consultant shall be fully responsible to indemnify City hereunder therefor. Failure of City and/or City Parties (collectively "City" for solely this Section 5.3(b)) to monitor compliance with any of the indemnification provisions herein shall not be a waiver hereof. The indemnification provisions herein do not apply to claims or liabilities

occurring as a result of City's sole negligence or willful misconduct, but, to the fullest extent permitted by law, shall apply to claims and liabilities resulting in part from City's negligence, except that design professionals' indemnity hereunder shall be limited to claims and liabilities arising out of the negligence, recklessness or willful misconduct of the design professional. The indemnification provided herein includes Claims or Liabilities arising from any negligent or wrongful act, error or omission, or reckless or willful misconduct of Indemnitors in the performance of professional services hereunder. Payment of invoices by City is not a condition precedent to enforcement of the indemnity obligation herein. In the event of any dispute between Consultant and City, as to whether liability arises from the sole negligence or willful misconduct of City, Consultant will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating City as solely negligent or responsible for willful misconduct. Consultant will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorneys' fees, expert fees and costs of litigation.

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

ARTICLE 6. RECORDS, REPORTS AND RELEASE OF INFORMATION

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

6.2 **Ownership of Documents.** All drawings, specifications, maps, designs, photographs, studies, surveys, data, notes, computer files, reports, records, documents and other materials ("**documents and materials**") prepared by Consultant, its officers, employees, agents and subcontractors in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of City and/or upon the termination of this Agreement, and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership, use, reuse, or assignment of the documents and materials hereunder. Consultant may retain copies of such documents and materials for its own use. Consultant shall have the right to use the concepts embodied therein. All subcontractors shall

provide for assignment to City of any documents and materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom. Moreover, with respect to any Consultant documents and materials that may qualify as "works made for hire" as defined in 17 U.S.C. § 101, such documents and materials are hereby deemed "works made for hire" for City.

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

ARTICLE 7. ENFORCEMENT OF AGREEMENT AND TERMINATION

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

7.2 Suspension, or Termination, Prior to Expiration of Term. This Section shall govern any termination of this Agreement except as specifically provided in Section 7.4 for termination for cause. City reserves the right to terminate or suspend this Agreement, or any portion hereof, at any time, for any reason, with or without cause, upon ten (10) days' notice to Consultant, except that where termination or suspension is due to the fault of Consultant, the period of notice may be such shorter time as determined by City. Upon receipt of any notice of termination

or suspension, Consultant shall immediately cease all services hereunder, unless the notice provides otherwise, or except such as specifically approved by City. Upon submittal of an invoice consistent with Section 2.2, Consultant shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination or suspension and for any services authorized by City thereafter in accordance with the Schedule of Compensation, or such as may be approved by City, except as provided in Section 7.5. In event of termination, or suspension, without cause pursuant to this Section, there is no need to provide opportunity to cure pursuant to Section 7.3.

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

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

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

7.6 Waiver. Waiver by any Party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any Party of any breach of the provisions of this Agreement shall not constitute a waiver of any

other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement. No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. Any waiver by either Party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any requirement of this Agreement imposes no additional obligations on City nor does it waive any rights hereunder. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

7.7 **Rights and Remedies are Cumulative.** Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

7.9 **Attorneys' Fees.** If either Party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorneys' fees. Attorneys' fees shall include attorneys' fees on any appeal, and a Party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, consultants' fees, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. Such fees and costs shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 8. INDIVIDUAL LIABILITY, CONFLICTS AND NON-DISCRIMINATION

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

8.2 **Conflict of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of City or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of City. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with

the interests of City in the performance of this Agreement. City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict of interest exists upon sending Consultant written notice describing the conflict. No officer or employee of City shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to this Agreement which affects their financial interest or the financial interest of any corporation, partnership or association in which they are, directly or indirectly, interested, in violation of any State statute or regulation. Consultant warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

ARTICLE 9. MISCELLANEOUS PROVISIONS

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

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

9.3 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, whether the signatures are originals, electronic, facsimiles or digital, and such counterparts shall constitute one and the same instrument.

9.4 **Integration; Amendment.** This Agreement including the attachments hereto is the entire, complete and exclusive expression of the understanding of the Parties as to the Agreement. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement, and this Agreement supersedes and cancels any and all prior and contemporaneous negotiations, arrangements, agreements and understandings, if any, between the Parties, concerning this Agreement, and none shall be used to interpret this Agreement. No amendment to

or modification of this Agreement shall be valid unless made in writing and approved by Consultant and by City, provided that City's approval thereof shall only be valid if made in a manner consistent with the PMC.

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

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

9.7 **Corporate Authority.** The persons executing this Agreement on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) entering into this Agreement does not violate any provision of any other agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the Parties.

[SIGNATURES ON FOLLOWING PAGE]

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

CITY:
CITY OF PERRIS, a California municipal corporation

_____
Clara Miramontes,
City Manager

ATTEST:

_____
Nancy A. Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K Soltani, City Attorney
[pks]

CONSULTANT:
PERRIS VALLEY CHAMBER OF COMMERCE, a California 501(c)(6) nonprofit corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address: 11 S. D St
Perris, CA 92570

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

EXHIBIT A
SCOPE OF SERVICES

I. All work product of Consultant pursuant to this Agreement is subject to review and acceptance by City, and must be revised by Consultant without additional charge to City until found satisfactory and accepted by City.

II. Consultant will perform all of the following Services for the contract year (commencing on September 1, 2026 and ending on August 31, 2027):

1. 2027 State of the City Event
   Consultant will directly make the necessary arrangements for the 2027 installment of this annual event, including, but not limited to the following:
   - Establishment of the event theme, to be approved in advance by the Contract Officer;
   - Reservation of the venue (with payment for the venue use to be made by Consultant using Contract Sum funds), to be approved in advance by the Contract Officer;
   - Necessary arrangements for the meal to be provided at the event (with payment for the meal costs to be made by Consultant using Contract Sum funds);
   - Event set-up, including, but without limitation to, stage and stage backdrop, floorplan and layout, including table/chair setup, sound system, audio/visual function, décor, and printed program materials (with payment for associated reservation and set-up costs to be made by Consultant using Contract Sum funds); and
   - Coordination with attendees, excluding direct City attendees, which will be coordinated by City Economic Development staff.

2. Business Retention Site Visits
   Conduct Site Visits, or "Business Walks," which will be scheduled quarterly over the contract year by Consultant, to approach businesses on site at their respective locations, establish contact, build relationships, and provide information regarding local business resources. Results will be shared with the City's Economic Development Team. Should any scheduling issues arise that impair Consultant's ability to schedule a Business Walk during any quarter of any contract year, Consultant will notify City Economic Development staff, and reschedule the Walk at the request of the Contract Officer.

3. Business Special Events & Programs
   Host special events (including, but not limited to: ribbon-cutting ceremonies, grand openings, business anniversary events) for Consultant organization membership and local businesses, and coordinate City participation and attendance at each event. Event coordination will be completed on an as-needed basis as determined by the Contract Officer, or at the request of the Contract Officer.

4. Informational Workshops for the Business Community
   Consultant will schedule, coordinate, and promote workshops to be offered by the Inland Empire Small Business Development Center (IESBDC), or other established resource-related entities as determined by the Contract Officer. Although these workshops will be scheduled on a case-by-case basis, the City, at the discretion of the Contract Officer, will direct Consultant as to the workshops to be scheduled, coordinated and promoted by Consultant.

5. Development of a Shop/Buy Local Program
   Consultant will work with the City Economic Development Division to discuss and scope the Program. Program timeline and details will be subject to the approval of the Contract Officer.

6. Workforce Development Efforts
   Consultant will assist the City Economic Development Division in program development and relationship-building with key education stakeholders, such as school districts and school sites, as well as industry professionals across various sectors to establish career pathway relationships in the City of Perris. This will entail research conducted with Consultant organization membership and the education and business community in general, and connection with employers for identification and facilitation of the education pathways. As this program development progresses, the City Economic Development Division will work with Consultant to establish a division of responsibility for program implementation, to be approved by the Contract Officer.

7. Website Promotion. Consultant will add content that is relevant to the City's interests and purposes to its Perris Valley Chamber of Commerce website, including content promoting local commerce, community amenities, and City events, as directed by the Contract Officer.

8. Promotion of Local Employment Opportunities
   Consultant will generally promote local employment opportunities under its standard process, and will include any specific recruitment information provided by the City Economic Development Division at the direction of the Contract Officer.

9. Business Resource Materials
   Consultant will develop and maintain business resource materials, utilizing information from the City's marketing materials and demographic/analytical reports. A draft of the materials developed by Consultant pursuant to this paragraph will be subject to the approval of the Contract Officer prior to Consultant's finalization and distribution to the business community.

10. Promotion of City Events

In addition to the inclusion of City events on Consultant's website and social media accounts, as listed in paragraph no.'s 7 and 11 of this section, Consultant will also promote City events verbally and through distribution of hard copy promotional materials developed by the City at any meetings and/or events hosted by Consultant during the 30-day timeframe leading up to the scheduled event.

11. Social Media Promotion. Consultant will promote City-administered community events, programs, and resource related information on Consultant's Perris Valley Chamber of Commerce account(s) on various social media platforms (Facebook, Instagram, etc.). Consultant will directly "share" City posts, in order to expand the reach of the City's promotion to the Consultant organization membership and business community. Consultant's posts will include, at a minimum, the following annual City events and programs, as well as any ceremonial events which are open to the public, such as park grand openings:
    - Health Fair
    - Breakfast with Bunny
    - Cinco de Mayo Festival
    - Movies in the Park Series
    - Take a Hike Series
    - Pet Expo
    - End of Summer Splash
    - Rods and Rails
    - Tree Lighting Ceremony

    Consultant will also generally maintain its Perris Valley Chamber of Commerce social media pages with information from external entities and local businesses. Additional posts in these subject matter areas, to the extent relevant to promoting the City's interests and purposes as determined by the Contract Officer, will be scheduled and made by Consultant at the request of the Contract Officer.

12. Coordination and Co-Hosting of Job Fair Events
    There will be no minimum frequency requirement for this item in the absence of request(s) made by the Contract Officer pursuant to this paragraph. However, upon request of the Contract Officer in the Contract Officer's discretion, up to once during the contract year, Consultant will partner with the City to co-host a job fair. The division of responsibility among the City and Consultant for each event will be determined on a case-by-case basis, on agreement between the Contract Officer and Consultant's President. In the event that an agreement is not reached with the Contract Officer, an overview of the event details and the City's proposal regarding the division of responsibility will be presented to the City's Economic Development Committee for direction to both the Contract Officer and Consultant.

13. Student of the Month Program

Consultant provides financial sponsorship of the Student of the Month program, As part of the partnership with the City under this Agreement, Consultant will continue that sponsorship, and also appear on behalf of the City if a City representative is unable to attend.

14. Program to Enhance Tourism
Consultant will work with the City Economic Development Division to discuss and scope the Program. Program timeline and details will be subject to the approval of the Contract Officer.

15. Local and Regional Networking Events
Consultant will host, attend, and promote networking events that further the City's interests and purposes, such as local business mixers and larger regional mixers, as directed by the Contract Officer. Consultant will host or attend a minimum of one such networking event per month.

16. Employee Compliance Support
Consultant will host trainings and provide required compliance materials, such as the mandated Occupational Safety and Health Administration (OSHA) information, in order to help ensure local compliance among the business community. Trainings and provision of materials will be arranged by request from local businesses. Consultant will also make such arrangements at the request of the Contract Officer.

Disclaimer: Notwithstanding the foregoing, and for the avoidance of doubt, nothing in this Agreement shall be construed or interpreted to grant Consultant any exclusive rights to performance of the Services or to preclude the City from conducting or engaging in any events, programs or activities without involvement of Consultant.

III. As part of the Services, Consultant will prepare and deliver the following tangible work products to City as may be required by City from time to time (in addition to those specified in Section II above).

A. Event reports, including attendee count and itemized expenditure and revenue breakdown.

IV. During performance of the Services, Consultant will keep City informed of the status of performance by delivering the following status reports:

A. Presentation to the City Council during the fourth quarter of the contract year, to be scheduled in coordination with City of Perris Economic Development staff.

B. Periodic presentations to the City of Perris Economic Development Committee, as requested by City.

EXHIBIT B
SPECIAL REQUIREMENTS
(Superseding Agreement Boilerplate)

NOT APPLICABLE

EXHIBIT C

SCHEDULE OF COMPENSATION

I. **City will compensate Consultant for the Services performed upon submission of a valid invoice, as described in Section 2.2 and Sections II-III, below.**

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

III. **Consultant will be compensated for Services rendered in quarterly installments throughout the contract year, during the months of November, February, May, and August. The total compensation for the contract year shall not exceed Ninety Thousand Dollars ($90,000). See schedule below. Payments will be made on or before the dates listed.**

Payment Date	Payment Amount
December 30, 2026	**$22,500**
February 28, 2027	**$22,500**
May 31, 2027	**$22,500**
August 31, 2027	**$22,500**
Contract Sum	**$90,000**

EXHIBIT D

SCHEDULE OF PERFORMANCE

I. Consultant shall perform all services and deliver all work products timely in accordance with a schedule to be developed by Consultant in coordination with City's Economic Development staff, which shall be subject to the Contract Officer's written approval, and which is subject to applicable provisions of this Agreement.

II. Consultant shall deliver such tangible work products to City as provided in Exhibit "A" and as may be required by City pursuant to Section I of this Exhibit.

Attachment 2

PVCC Summary Deliverables 25-26

PERRIS VALLEY
CHAMBER OF COMMERCE
EST. 1912

BUSINESS | COMMUNITY IMPACT SUMMARY

Perris Valley Chamber of Commerce · City of Perris

Program Year: August 2025 – July 2026

2,120+ community members impacted

through Chamber workshops, events, and leadership programs this year

80+	17	7	2
Events, Workshops & Mixers	**Ribbon Cuttings & Grand Openings**	**Businesses Featured (Shop Local)**	**Leadership Development Programs**

Attendance figure reflects tracked headcount at workshops, mixers, and events. Ribbon cuttings and grand openings are not included, as headcount is not recorded for those celebrations — actual community reach is higher.

Impacting Individuals

Across two billing periods, the Chamber delivered a full year of educational, leadership, and networking programming — reaching over 2,120 residents, entrepreneurs, and professionals, including 400+ attendees at the annual State of the City address. Recurring workshops (Coffee & Connections, Good Morning Perris, Avanzando, and the Money Talk financial-literacy series) provided practical business education, while Level Up Perris and the nine-month Leadership Perris Valley program built the next generation of community leaders. Networking events (Business After 5 and Lunch With Friends) and the Student of the Month program strengthened connection, mentorship, and recognition throughout Perris.

Impacting Businesses

The Chamber directly advanced local commerce by celebrating **17 new and expanding businesses** through ribbon cuttings and grand openings, featuring **7 local businesses** in the "Shop Local" digital campaign, hosting mixers and luncheons at **20+ member businesses**, and coordinating **27 vendors** at Perris Appreciation Day. Year-round promotion through the Chamber website and social media kept local businesses visible and connected to the community.

Programs Delivered This Year

- Coffee & Connections — business education workshops
- Good Morning Perris — community & business breakfasts
- Avanzando — bilingual business education & entrepreneurship
- Money Talk Series — financial literacy workshops
- Level Up Perris — leadership & mindset workshops
- Leadership Perris Valley — nine-month leadership program
- Business After 5 & Lunch With Friends — networking events
- Ribbon Cuttings & Grand Openings — business celebrations
- Perris Appreciation Day — signature community event
- State of the City — annual community address (380 attendees)
- Student of the Month — youth recognition & sponsorship
- Shop Local — digital promotion of local commerce

All programming is delivered under the Professional Services Agreement (MOU) with the City of Perris, advancing business retention, promotion of local commerce, workforce development, and community engagement.

Attachment 3

Perris Chamber Bylaws 2026

By-Laws
Perris Valley Chamber of Commerce
(A California Nonprofit Corporation)

ARTICLE I GENERAL

SECTION 1: Name
This organization is incorporated under the laws of the State of California and shall be known as Perris Valley Chamber of Commerce, Incorporated ("The Chamber").
SECTION 2: Purpose
The Perris Valley Chamber of Commerce is organized to secure and promote the interests of the local area business community.
SECTION 3: Area
The designated area of The Perris Valley Chamber & Tourism Bureau shall include the City of Perris and surrounding areas of Perris Valley.
SECTION 4: Limitation of Methods
The Perris Valley Chamber of Commerce shall observe all local, state, and federal laws that apply to nonprofit organizations as defined in Section 501(c) 6 of the Internal Revenue Code.

ARTICLE II
MEMBERSHIP AND MEMBERSHIP MEETINGS

SECTION 1: Eligibility
Any reputable person, association, corporation, partnership or estate having an interest in the objectives of The Chamber shall be eligible for membership.
SECTION 2: Membership Application
Application for membership will be in writing, on forms provided for such purposes, and signed by the applicant. Any applicant shall become a member in good standing upon payment of the regularly scheduled dues as provided in Article II, Section 4.
SECTION 3: Membership Classifications
There shall be two (2) classifications of membership in The Chamber:

A. **Active**- a reputable individual, firm, association, corporation, partnership, or estate which supports the activities of The Chamber in accordance with the established membership dues schedule. Active members are eligible to hold office, vote and otherwise participate in the affairs of The Chamber.
B. **Honorary**-a special status bestowed by the Board of Directors. Honorary members shall have all the privileges of Active members, except the right to vote, and shall be exempt from payment of dues. Honorary members can be afforded non-voting Board representation, at the discretion of the full Board. The Board shall confer or revoke honorary membership by a majority vote.

SECTION 4: Dues
Membership dues shall be set at such a rate or rates as prescribed by the Board of Directors and payable annually or semi-annually, and will expire on the member's anniversary date. A member in good standing is a member whose dues are current or not more than thirty (30) days past due.
SECTION 5: Termination

A. Any member may resign from The Chamber by notifying the Board in writing.
B. Any member shall be terminated for nonpayment of dues after sixty (60) days past due.
C. Any member maybe expelled for conduct prejudicial to the objectives or reputation of The Chamber, such as illegal conduct or deceptive or unethical business practices, by a two-thirds (2/3) vote of the Board of Directors at a regularly scheduled meeting after notice and opportunity for a hearing are afforded the member.
D. Any remaining portions of the annual dues of a resigned, terminated, or expelled member will be forfeited.

SECTION 6: Voting

Subject to the provisions of Section 7612 of the California Nonprofit Mutual Benefit Corporation Law and these bylaws, each Active member shall be entitled to one (1) vote on each matter submitted to a vote of the members. Honorary members and members who are not in good standing, as defined in Section 4 of this Article II, shall not be entitled to vote on any matter. Voting by proxy is not permitted.

SECTION 7: Membership Meetings

A. General Meetings: Shall be held on such dates and at such times as may be selected by the President upon approval of the Board.
B. Special Meetings: May be called by the President, when deemed advisable, and the President shall, upon the written request of three or more members of the Board, or of twenty-five 25) Active members, expressing the object and purpose of the meeting.
C. Annual Meeting: Shall be held within thirty (30) days of the close of the fiscal year.

SECTION 8: Location and Notice

Membership meetings shall be held at such place(s) as prescribed by the Board of Directors. Written notice via email, fax, or mail shall be given to each member at least five (5) days before the meeting.

SECTION 9: Quorum

At any duly called membership meeting of The Chamber, the number of members present shall constitute a quorum.

ARTICLE III
BOARD OF DIRECTORS

SECTION 1: Authority

The government and policy-making responsibilities of The Chamber shall be vested in the Board of Directors, which shall responsibly control its property, its finances, and direct its affairs.

SECTION 2: Composition

The Board of Directors shall be composed of up to fifteen (15) voting members. Approximately one-third of Board seats are up for election annually.

SECTION 3: Terms

A. A director must be an Active member in good standing. No company or branch office may have more than one director serving on The Chamber Board at any one time.
B. Directors are expected to serve one two-year term and are eligible to serve two successive two-year terms, if elected by the membership.
C. No Director who has served three (3) consecutive two-year terms is eligible for election for a fourth term. A period of one (1) year must elapse before eligibility is restored.
D. Directors shall not be compensated for their services on the Board of Directors.

SECTION 4: Selection and Election of Directors

A. Nominating Committee at the February Board meeting, the president shall appoint a Nominating Committee of three (3) members of The Chamber, all of whom will not be considered for election. The chair shall be a Director and at least one (1) non-board member must serve on the committee.
B. Eligibility-each candidate must be an Active member of The Chamber in good standing and must agree to serve as a director prior to nomination.
C. Publication of Nominations- the Nominating Committee shall nominate a slate of qualified persons to maintain the prescribed number of directors, to the Board for approval no later than the March Board meeting. Within five (5) days of approval by the Board, the Chair shall notify all members of the proposed slate in addition to notification of Nomination by Petition procedures.
D. Nomination by Petition- additional qualified candidates can be nominated within twenty (20) days of the date of the notice described above, by written petition, signed by at least ten (10) active members in good standing.

E. Election Procedure-in the event no additional nominations are received within the time limit stated above, the Board may, at the regular May Board meeting, confirm the unanimous election of the candidates presented by the Nominating Committee. In the event one (1) or more petitions of nomination are received, the Nominating Committee shall arrange for an election by the membership.
F. Presentation of Ballot: All qualified candidates' names shall be arranged on a ballot in alphabetical order and sent to the membership via mail or email fifteen (15) day before the scheduled May board meeting. Instructions shall be given to vote for the exact number of candidates necessary to fill the seats being vacated by outgoing directors. Ballots must be received by The Chamber office within ten (10) days. The returned ballots shall be held in confidence until the Board of Directors can count and certify the election results at the May board meeting. The candidates receiving the highest number of votes by ballot shall be deemed elected.

SECTION 5: Seating of New Directors
All newly elected directors shall take office on July 1 following their election and serve until June 30 two years hence.

SECTION 6: Meetings
The Board of Directors shall meet no less than once a month on such dates and at such times as may be selected by the president upon approval of the Board.

SECTION 7: Quorum
A majority of the Board of Directors shall constitute a quorum at any meetings.

SECTION 8: Absences
If a director is absent from three (3) consecutive meetings or six (6) regular meetings of the Board of Directors for the year, without a valid excuse recorded by the Secretary, the director's resignation shall be deemed tendered and accepted. Majority vote by the Board may override this provision.

SECTION 9: Vacancies
Any vacancy created in any office, for any reason, shall be filled by nomination by the President and approved by the Board of Directors. Any member appointed to fill an unexpired term shall hold the office until the expiration of the original vacating director's term.

SECTION 10: Policy Manual
The Board of Directors is responsible for formulating policy for The Chamber and shall be maintained in a Policy Manual, reviewed annually, and revised as necessary.

SECTION 11: Indemnification
The Chamber may, by resolution of the Board of Directors, provide for indemnification by The Chamber of all current or former officers, directors and employees against expenses actually and necessarily incurred by them in connection with the defense of any action, suit, or proceeding in which they or any of them are made parties, or a party, by reason of having been officers, directors or employees of The Chamber, except in relation to matters as to misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability for negligence or misconduct.

ARTICLE IV
OFFICERS AND COMMITTEES

SECTION 1: Determination of Officers

At the July Board meeting, the new and continuing members of the Board of Directors shall qualify and elect from their own number the officers of The Chamber, and serve as the Executive Committee, composed of a president, vice-president, secretary, and treasurer. All Executive Committee members serve for a one-year, renewable term.

A. Nominees for president shall have served at least one (1) year on the Board of Directors before being eligible to serve as president.
B. The Executive Committee shall act for and on behalf of the Board of Directors only when: (i) authorized by the board, or (i) the board is not available for a regular or special meeting, or (iii) Emergency action does not allow enough time to call for a special meeting of the board. The Executive Committee shall be accountable to the Board for its actions.
C. The Executive Committee shall meet once a month at such times as determined by the Committee. A majority of committee members shall constitute a quorum.

SECTION 2: Duties of Officers

A. **President:** The president shall preside at all meetings of the membership, the Board of Directors and the Executive Committee, and perform all duties incident to the office. The president, upon approval of the Board, shall determine all committees and select all Committee chairs, except the Executive Committee, and shall be the chair of the Executive Committee and a member ex-officio of all other committees of the Chamber, except the Nominating Committee. The president will not vote in meetings of the Board of Directors or the Executive Committee unless needed to break a tie vote. The president shall retain voting privileges in all membership voting.
B. **Vice-President**: The Vice-President shall exercise the powers and authority and perform the duties of the president in the absence, disability, or resignation of the president.
C. **Secretary**: The Secretary shall keep or cause to be kept, the book of minutes of all meetings and actions of the Board of Directors. Minutes will include the time and place of said meeting, the names of those present, the proceedings, and whether regular or special, how authorized, and the notice given. The secretary shall cause notice to be given of all meetings and official correspondence of The Chamber as required by the by-laws and shall cause the seal of the corporation to be kept in safe custody.
D. **Treasurer**: The Treasurer shall be the custodian of all the funds of The Chamber and, under the direction of the Board of Directors, shall deposit in FDIC insured financial institutions or invest in a manner approved by the Board and disburse the same. The Treasurer shall act as the Chair of the Budget Committee and submit monthly financial reports to the Board.

SECTION 3: Committees and Other Volunteer Assignments

A. Appointment and Authority: The President, with approval of the Board, shall appoint all Committee Chairs for a term of one-year. The Board of Directors shall organize Committees, as appropriate, around current Chamber priorities. Committees shall be chaired by a Director, at the recommendation of the President, and will consist of board and non-board members reflective of the membership of The Chamber. Committees do not have the authority to make policy, but are charged with recommending policy for Board of Directors approval. No action by any committee or other volunteer assignments, other than the Executive Committee, shall be binding upon or constitute an expression of the policy of The Chamber until it has been approved by the Board. The Executive Committee and/or Board of Directors may create, approve, regulate, and/or dissolve committees and volunteer assignments, as necessary.
B. Reports: A monthly report to the Board of Directors is required of all active committees. Any

committee or other volunteer assignments, upon approval of the Board of Directors, may have non-voting representation on the Board of Directors and/or the Executive Committee. All requests from committees for approval of action, or for expenditure or obligation of funds must be submitted to the Board of Directors in writing.

ARTICLE V
PROGRAM OF WORK

At the August Board of Directors meeting, the President shall appoint a director to chair the Program of Work Committee. In accordance with the Policies and Procedures Manual, the Committee shall produce the program for the coming fiscal year and present it for approval no later than the October board meeting.

ARTICLE VI FINANCIAL

SECTION 1: Fiscal Year
The fiscal year shall be from July 1 - June 30.

SECTION 2: Budget
At the regular Board of Directors meeting in March, the Treasurer shall select a Budget Committee to determine the operating budget for the following year. The proposed budget may not exceed the projected income for the coming year and shall be submitted for approval no later than the Board of Directors meeting in May. Upon approval of the budget, the Treasurer is authorized to make disbursements provided for in the budget without additional approval of the Board.

SECTION 3: Funds
The Chamber shall use its funds to accomplish the objectives and purposes specified in these by-laws. All funds collected by The Chamber and its Committees are Chamber funds and are to be utilized and disbursed by the approval of the Board of Directors. No funds are to be considered belonging to any committee or subcommittee. Any fund raising projects shall be for a specific purpose with a projected budget and approved by the Board of Directors before the inception of the project.

SECTION 4: Disbursements
Check disbursements shall be signed by any of the following: President, Vice-President, Secretary, the Treasurer, or as approved by the Board of Directors. When someone other than an officer of The Chamber is appointed by the Board to be a signer on the account, that person shall not sign on any check greater than $500.00 nor any check where they themselves are the payee.

SECTION 5: Annual Audit
The accounts of The Chamber shall be examined annually by a Board approved auditor, the level of examination to be determined by the Board each year, at the recommendation of the Treasurer by the close of the fiscal year, June 30. Said examination shall at all times be available to members of The Chamber within the offices of The Chamber.

ARTICLE VII
PARLIAMENTARY PROCEDURE

The current edition of Robert's Rules of Order shall be the final source of authority in all questions of parliamentary procedure when such rules are not consistent with the Charter or By-Laws of The Chamber. At the July meeting, the President shall appoint a Parliamentarian for the year.

ARTICLE VIII DISSOLUTION

The Chamber shall use its funds only to accomplish the objects and purposes specified in these Bylaws, and no part of said funds shall inure, or be distributed, to the members of The Chamber. On dissolution of The Chamber, any funds remaining shall be distributed to one or more regularly organized and qualified charitable, educational, scientific, or philanthropic organizations to be selected by the Board of Directors as defined in IRS Section 501(c) 3.

ARTICLE IX AMENDMENTS

These bylaws may be amended or altered by a vote of the general membership. Such voting will be conducted by mailed or emailed ballots, clearly indicating the changes desired and the reasons for said changes, and specifying a deadline for return of ballots no less than fifteen (15) days from the date the ballots are mailed to the membership. A majority vote of returned ballots shall carry the motion

ATTACHMENT 4

Support Letters

My name is Daniel F. David and I own and operate the small business David's Game Lounge. I repair video game consoles and other electronics for customers, and I am an online videogame retailer. This letter is intended to thank the help of the Perris Chamber of Commerce with the growth and success of my business. I have had the opportunity to network with many other businesses with connections made at the chamber. Members have frequented my establishment and I've had the pleasure to do a couple events for the city (that brought hundreds of people) that made for GREAT networking events and brought the community together for evenings full of food, videogames and laughter.
Plenty of the success I've had, has been directly attributed to the Perris Chamber. Since becoming a member I've actively encouraged other small business to join - not just for the networking, but the overall business support. It has been a great honor to be a member of the chamber family, these past few years.

From: Maricela & Marcelino Gomez <maricelagomezceo@gmail.com>
Sent: Tuesday, September 15, 2026 4:39 PM
To: City Council <City-Council@cityofperris.org>; Clara Miramontes <CMiramontes@cityofperris.org>; pvcc@perrischamber.net
Subject: Letter of Support for the Perris Valley Chamber of Commerce

Dear City Council Members,

I'm writing to share my experience as a member of the Perris Valley Chamber of Commerce.

Being part of the Chamber has given me valuable opportunities to connect with the Perris community, build meaningful business relationships, participate in local events, and continue growing professionally.

What I value most is the Chamber's commitment to creating opportunities for small business owners through education, networking, resources, and community involvement. Their support helps business owners stay connected, grow, and become more involved in the community.

I truly appreciate the work the Perris Valley Chamber continues to do for local entrepreneurs and small businesses, and I wanted to share the positive impact it has had on me both personally and professionally.

Thank you for considering the experiences of Chamber members as you evaluate the continued partnership and support of the Perris Valley Chamber of Commerce.

Sincerely,
Maricela Gomez

WTP Motorsports, LLC
778 South Redlands Ave #821
Perris, CA 92570

September 15, 2026

Dear Honorable Mayor, Councilmembers, and Staff,
I am writing to you to express my strong support of the Perris Valley Chamber of Commerce and the vital work they do for our community. As the Operations Manager for Perris Raceway, I have experienced firsthand how the Chamber helps our community grow.

The Chamber provides critical support to our local businesses by offering networking events, training and resources. When WTP Motorsports, LLC took over Perris Raceway almost five years ago we knew very little about the local businesses in Perris. Our Chamber members have worked to help us build relationships with other local businesses. These efforts on their part, often going beyond the call of duty keep Perris' businesses thriving in what has been a turbulent economy.

The Chambers partnership with the city on community events and important city activities improves the quality of life for both residents and business alike. Their strong leadership makes our city a better place to live, work, and shop.

I strongly urge the City Council to continue its strong partnership with the Perris Valley Chamber of Commerce. Support for the Chamber means investing in a stronger and more prosperous future for both residents and business.

Thank you for your hard work, and your dedication to our city.

Sincerely,

Debi Glaze
Operations Manager
WTP Motorsports, LLC
Perris Raceway

From: Vanessa Perez <vperez@acrisuremortgage.com>
Sent: Tuesday, September 15, 2026 1:42 PM
To: citycouncil@cityofperris.org; Clara Miramontes <CMiramontes@cityofperris.org>
Cc: pvcc@perrischamber.net
Subject: PVCC - Letter of Support

To Whom It May Concern,

This Letter is in Support of the Perris Valley Chamber of Commerce.

I've Only Been an Active Participate Since Feb of this Year. I Was Introduced to the Chamber by a Peer I Had a Working Relationship With.
I've Been in the Mortgage Industry for 10+ yrs, Primarily Working Behind the Scenes & Communicating with My Clients & Peers via Phone or Email.
As of Recent, I Made the Decision to Become a Full Time Loan Officer vs an Assistant, Which Required for Me to Come Out of My Shell & From Behind the Scenes.

My First Out of Office Event was with the PVCC in January of this Year.
I Was Welcomed by My Peers Who Assisted the "Good Morning Perris" Networking Event and by the Perris Valley Chamber Members...And Not to Mention the Local Perris Valley Business Owners.
Since 1st Attending the Networking Events Hosted by the PVCC, I Have Felt the Support and Encouragement from Within the Community.

Its Now Been 9mths Since I've First Attended and So Many Great Things Has Come from PVCC. I Find Myself Taking Advantage of All the Opportunities PVCC Has Hosted. Including Leadership Workshops, Building Relationships with Independent & Small Business Owners and Slowing Becoming Apart of the Perris Valley Community
Please Note: I am a Moreno Valley Native and Although I Too Participate in their Local Events, I am Drawn to Community the PVCC has Created.

Perris Valley Chamber of Commerce has Built Not Only a Community for its Small Business Owners But Has Also Created a Culture that is Warm & Inviting In My Opinion.
For Someone Like Me, Starting from the Ground Up, Reserved & Hesitant, I Found Myself Navigating through New Challenges and Public Events with Confidence.
All Thanks to the Culture and Relationships I Have Been Able to Cultivate with the Guidance, Support and Resources Offered by the PVCC.

Please Accept this Letter of Support on Behave of my Small Business I Represent as a Mortgage Loan Originator

Respectfully,
?

Vanessa Perez | Mortgage Loan Originator, NMLS ID# 1923218

Direct: 951-463-4649
Office: 866-413-2563 x1532
vperez@acrisuremortgage.com
12530 Hesperia Road, Suite 113, Victorville, CA 92395

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Official partner of the Pittsburgh Steelers and UCF Athletics

LEADING EDGE
Learning Center
Accelerated Learning, Coaching and Mentoring

Dear Mayor and Members of the Perris City Council:

On behalf of Leading Edge Learning Center, we are writing to express our strong support for the continued partnership between the City of Perris and the Perris Valley Chamber of Commerce.

Our experience with the Chamber has shown us that its impact extends far beyond supporting local businesses. The Chamber serves as an important bridge between businesses, community organizations, families, and residents, helping connect people with valuable programs, services, and resources throughout the Perris community.

For Leading Edge Learning Center, that connection has been especially meaningful. Through our involvement with the Chamber, we have been able to strengthen our presence in Perris and connect with students and families who need educational support. These relationships have helped increase awareness of tutoring, academic intervention, enrichment, college and career readiness, and other educational resources available to local students.

The Chamber creates opportunities for organizations like ours to become active community partners rather than simply businesses operating within the community. By bringing together local businesses, educational organizations, community leaders, and residents, the Chamber helps build relationships that ultimately benefit the people of Perris.

For these reasons, we believe the City's partnership with the Perris Valley Chamber of Commerce continues to provide meaningful community value. We respectfully encourage the City Council to evaluate the continuation or renewal of the chambers contract based on the broader needs and best interests of the Perris community, the Chamber's demonstrated community impact, and the collective experiences of the organizations, families, students, and businesses it serves. Decisions regarding longstanding community partnerships should reflect their overall value to the City and its residents, with careful consideration given to the many voices directly impacted by that partnership.

Sincerely,
Josie Ramirez
Controller

Headquarters: 5750 Division Street Ste. 203 Riverside, CA 92506
Phone: (951)684-3811 | Website: www.leadingedgelearningcenter.com

From: oasis sensation <oasissensation626@gmail.com>
Sent: Tuesday, September 15, 2026 12:32 PM
To: Clara Miramontes <CMiramontes@cityofperris.org>
Subject: Letter of support

You don't often get email from oasissensation626@gmail.com. Learn why this is important

Dear Perris City Council Members,

My name is Diana Tinoco, and I am the owner of Oasis Sensation, a growing plant-based business here in Perris. I am writing to express my sincere support for the Perris Valley Chamber of Commerce and the renewal of its contract with the City of Perris.

As a newer business owner, having access to guidance, encouragement, and a welcoming business community has been extremely valuable. Adriana and the entire Chamber team have always been willing to answer my questions and help me better understand how to grow and operate a business in Perris.

The Chamber's networking events, classes, workshops, and community opportunities have helped me make connections, gain confidence, and feel supported as an entrepreneur. Every experience they create feels welcoming, informative, and motivating. They genuinely encourage small businesses like mine and make us feel that we belong and have something valuable to contribute to our city.

The Perris Valley Chamber plays an important role in helping local businesses grow, connect, and become more involved in the community. I am grateful for everything they have done for Oasis Sensation and respectfully encourage the City Council to continue supporting the Chamber by renewing its contract.

Thank you for your time and consideration.

Sincerely,

Diana Tinoco Castro
Owner, Oasis Sensation 🌿
"Rooted in Purpose"

PERRIS UNION
HIGH SCHOOL DISTRICT

155 E. Fourth Street, Perris, CA 92570
951-943-6369

puhsd.org PerrisUnionHSD

Superintendent: Dr. Jose Luis Araux

Dr. Marguerite Williams
Assistant Superintendent
Business Services

Dr. Shanna Egans
Assistant Superintendent
Educational Services

Alfredo Andrade
Chief Human Resources Officer

September 15, 2026

Perris City Council
City of Perris
101 North D Street
Perris, CA 92570

Dear Mayor and Members of the Perris City Council:

On behalf of the Perris Union High School District, I am pleased to express our strong support for the Perris Valley Chamber of Commerce and recognize the important role the Chamber plays in strengthening connections among our schools, students, families, local businesses, and the broader Perris community.

At Perris Union High School District, our mission is centered on preparing every student to be college and career ready. Achieving this mission requires strong partnerships with the businesses, organizations, agencies, and community leaders who contribute to the educational and economic vitality of our region. The Perris Valley Chamber of Commerce is an important partner in helping us build these connections.

As a participant in California's Community Schools Partnership Program, our District recognizes that student success is strengthened when schools, families, and community partners work together. Through its network of local businesses, organizations, and service providers, the Chamber helps connect our students and families with resources, services, and opportunities available within our community, strengthening our family and community engagement efforts.

The Chamber is a valued partner in supporting our Career Technical Education (CTE) programs by connecting us with employers and industry professionals, helping us understand local workforce needs, and exposing students to career pathways throughout Perris and the region. It also celebrates student achievement by recognizing our Students of the Month at monthly breakfasts alongside business, civic, and community leaders, affirming that their accomplishments matter to their schools, families, and community.

Strong schools, strong businesses, and strong communities are interconnected. By preparing students to graduate college and career ready, we are developing the future workforce and community leaders who will contribute to the long-term prosperity of Perris. A thriving local business community, in turn, creates opportunities for our graduates and families to build their futures here.

Board of Trustees: Jamie Anaya - Steve Campos - Edward Garcia, Jr. - Charles Hall - Anthony T. Stafford, Sr.

Perris Union High School District greatly values our partnership with the Perris Valley Chamber of Commerce. We support continued investment in the Chamber's work and look forward to working together to strengthen opportunities for our students, families, businesses, and the Perris community.

Sincerely,

José Luis Araux, Ed.D.
Superintendent
Perris Union High School District

Board of Trustees: Jamie Anaya - Steve Campos - Edward Garcia, Jr. - Charles Hall - Anthony T. Stafford, Sr.

Aaron Graddy
Certified Peer Support Specialist
RUHS- Behavioral Health
A.Graddy@ruhealth.org
(951)432-6589

To Whom it may concern:

My name is Aaron Graddy, Vice President of the Salvation Army Alumni Association here in Perris. I am a former graduate of the Salvation Army Adult Rehabilitation Center which is a Faith-based 6-month recovery program that houses up to 120 men who are struggling with drugs, alcohol, homelessness, and or formerly incarcerated. The Salvation Army changed my life 6 years ago when I went through that program after struggling with alcoholism.

During my 6 years in recovery, I have been able to break through barriers that a lot of individuals like me have struggled with that have changed the trajectory of my life. Being Vice President allows me to advocate in rooms for the alumni, of what a changed life looks like, through my own personal recovery story of being a husband, father, leader, and man of faith.

The Perris Valley Chamber of Commerce has allowed me the space to use my voice amongst other local leaders in the community providing networking opportunities for growth. It has also provided opportunities to be of service, connect, and support our community by being a chamber ambassador. As a chamber ambassador, the chamber has supported me by developing my leadership skills in community engagement. One of my most proud and recent achievements, which I am truly grateful and honored to have received this year, is the "Citizen of the Year" award at the 113th Gala Awards. This represents my unwavering dedication to making a lasting positive impact on the City of Perris.

The Perris Valley Chamber of Commerce has been instrumental in my growth and development overall as a professional going from the Salvation Army program 6 years ago, to now working for RUHS-Behavioral Health, to becoming an entrepreneur in my own business endeavors. Thank You for taking the time to read this letter, I fully support the Perris Valley Chamber of Commerce. Have a blessed day!!!

Best Regards,

Aaron Graddy

MARIA ORTIZ

REALTOR® | Jurupa Valley Chamber of Commerce Ambassador

September 14, 2026

LETTER OF SUPPORT

To Whom It May Concern:

I am pleased to write this letter in support of the **Perris Valley Chamber of Commerce** and the important work they are doing to support local businesses, entrepreneurs, and the surrounding community.

As a REALTOR® and an Ambassador with the Jurupa Valley Chamber of Commerce, I understand firsthand how important a strong and engaged Chamber can be to a community. I have had the opportunity to participate in programs and workshops offered by the Perris Valley Chamber, including **Avanzando**, and I have been truly impressed by their commitment to providing education, resources, and meaningful opportunities for business owners and professionals.

What I especially appreciate is their willingness to create programs that are accessible and relevant to the communities they serve. I have personally walked away from their workshops with new ideas and inspiration that I have been able to bring back and incorporate into my own involvement with the Jurupa Valley Chamber.

Strong Chambers do more than promote businesses. They create connections, develop leaders, encourage collaboration, and give small businesses and entrepreneurs a place to learn and grow. The Perris Valley Chamber is demonstrating that commitment through its programs, partnerships, and continued community involvement.

I am grateful for the opportunity to learn from and collaborate with the Perris Valley Chamber, and I wholeheartedly support their continued efforts and investment in the Perris Valley business community.

Sincerely,

Maria Ortiz, REALTOR®
Jurupa Valley Chamber of Commerce Ambassador
Fusion Home Group
DRE 02239240
951-992-8206 | MariaOrtizRealty@gmail.com

Professional support for local business, leadership, and community connection.

From: gilbert.gil@chase.com <gilbert.gil@chase.com>
Sent: Monday, September 14, 2026 6:11 PM
To: City Council <City-Council@cityofperris.org>; Clara Miramontes <CMiramontes@cityofperris.org>; pvcc@perrischamber.net
Subject: Letter of Support - Perris Valley Chamber of Commerce Funding Renewal

?

You don't often get email from gilbert.gil@chase.com. Learn why this is important

Dear Members of the City Council,

I am writing to express my strong support for the City of Perris renewing and expanding its funding partnership with the Perris Valley Chamber of Commerce.

I serve as Vice President of Coaching for Impact at JPMorganChase, a program that provides complimentary one-on-one executive coaching to established small business owners across Southern California, including Riverside County. Through this work, I see how much small businesses rely on trusted local partners to turn good ideas into sustainable growth. I have also personally partnered with the Perris Valley Chamber of Commerce to conduct a series of workshops in both Spanish and English, and I have seen firsthand the Chamber's ability to reach and support local business owners across the community.

The Perris Valley Chamber delivers meaningful, practical support. Its workshops and business education programs give owners tools they can apply immediately. Its networking events build real connections between businesses that might not otherwise meet. Its outreach and technical assistance reach owners who are focused on day-to-day operations and may not have the time or access to seek support on their own. These are not abstract benefits. They are the kind of consistent, on-the-ground resources that help small businesses survive, grow, and create jobs locally.

Programs like this are most effective when they have reliable community partners, and the Chamber has proven itself to be exactly that in Perris. Continued and expanded City funding would allow the Chamber to serve more businesses at a time when that support is especially important.

Thank you for your consideration and for your continued investment in the small business community that helps keep Perris strong.

Sincerely,

Val Verde Unified School District

975 W Morgan Street • Perris, CA 92571 • 951-940-6100

BOARD OF EDUCATION:
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Dolores Holmes
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Business Services

Nicky Fuller
Assistant Superintendent
Human Resources

City Council of Perris
City of Perris
101 N. D Street
Perris, CA 92570

Re: Support for Renewal and Funding of the Perris Valley Chamber of Commerce

Dear Mayor Vargas and Members of the City Council,

On behalf of Val Verde Unified School District, I am pleased to provide our support for the Perris Valley Chamber of Commerce and to recognize the Chamber's sustained and meaningful partnership with our district, schools, students, and families.

The Perris Valley Chamber of Commerce has become a trusted collaborator in strengthening educational opportunities and building lasting community connections. The Chamber's efforts help ensure our students experience learning that extends beyond the classroom—opening doors to real-world experiences, career awareness, and civic engagement. By engaging local businesses and civic partners, the Chamber creates practical pathways for students to learn about occupations, workplace expectations, and professional skills they can apply in their futures.

The Chamber's partnership with Val Verde Unified School District Nutrition Services and our high school ASB students was demonstrated at the Perris State of the City events on May 1, 2025, and April 30, 2026. Students from Orange Vista High School and Citrus Hill High School supported hundreds of community guests alongside Chamber leadership and VVUSD Nutrition Services through event setup, food and beverage service, buffet support, bussing, and cleanup—gaining real-world culinary and hospitality experience while strengthening teamwork, communication, professionalism, and customer service.

These collaborations also provided students meaningful outcomes, including community service hours and the opportunity to meet civic leaders such as the Mayor, reinforcing that their work is valued and connected to community life. The partnership continues to grow through additional community support, including catering for the Chamber's 113th Installation and Awards Gala on August 15, 2026, and the Perris High School Alumni Association's 102nd Annual Alumni Banquet on September 12, 2026.

The Chamber also serves as a connector among civic and service organizations—such as the local Rotary Club and other community partners—helping us align students and staff with mentorship, resources, and service opportunities that extend beyond the school day. This kind of community linkage supports the broader well-being of our city and helps ensure our students receive guidance, encouragement, and opportunities from all sectors of the community.

A strong local business community and a strong public school system reinforce one another. The Perris Valley Chamber of Commerce plays an essential role in bridging these worlds—expanding opportunities for our students while supporting the prosperity and health of our community.

For these reasons, on behalf of Val Verde Unified School District, we respectfully encourage the City Council to continue its support and funding of the Perris Valley Chamber of Commerce. Continued partnership and investment will allow the Chamber to maintain and expand the valuable work it does for our city and our schools—work that directly benefits our students, supports meaningful community engagement, and strengthens the connections that help our community thrive.

Sincerely,

Dr. Gordon Amerson
Superintendent of Schools
Val Verde Unified School District
gamerson@valverde.edu
951-940-6100 ext 10201

ALLURE GLAMOUR BOUTIQUE LLC

Perris, California

September 14, 2026

To the City of Perris City Council,

I would like to begin by sincerely thanking the entire team at the **Perris Valley Chamber of Commerce** for the support, guidance, and opportunities they have provided to me and my business.

The Chamber has played an important role in helping my business grow and become more successful within the Perris community. Their dedication to supporting local businesses has given me opportunities to become more involved in the community through outreach events, networking opportunities, and programs that help connect local businesses with the people they serve.

One of the things I am especially grateful for is the Chamber's continued efforts to promote my business through community outreach and social media. Their willingness to share and highlight my business has helped increase our visibility and allowed more members of the community to learn about the products and services we offer.

The Chamber has also provided valuable resources, knowledge, and guidance that have helped me take my business to another level. As a small business owner, having an organization that genuinely supports local entrepreneurs and makes our success a priority means a great deal to me.

I am beyond grateful to each member of the Perris Valley Chamber of Commerce for taking the time to support my business, recognize our work, and help make our business more visible within the community. Their commitment and dedication have made a meaningful difference in my experience as a business owner.

For these reasons, I strongly support the continued work and funding of the Perris Valley Chamber of Commerce. I believe the Chamber provides valuable services to our local business community and should continue to have the resources necessary to expand the programs, education, outreach, networking, and assistance they provide to businesses in Perris.

Thank you to the Perris Valley Chamber of Commerce for everything you do for our local businesses and for giving small businesses like mine an opportunity to grow, connect, and succeed.

With sincere appreciation,

George Duran Lara
Owner / Representative
Allure Glamour Boutique LLC
Perris, California

To the Perris City Council,

I am writing on behalf of Raising Cane's to express our strong support for the Perris Valley Chamber of Commerce and the continued investment in the programs and resources they provide to our local business community.

Since becoming involved with the Chamber, we have seen firsthand the value it brings to businesses in Perris. The Chamber creates opportunities for local businesses to connect, build relationships, share resources, and work together to strengthen the community we all serve. Their networking events, outreach, educational opportunities, and ongoing support help create an environment where businesses can grow and succeed.

For Raising Cane's, being part of the Perris community is about much more than operating a restaurant. We want to be an active and positive member of the community, and the Chamber has helped provide opportunities for us to build meaningful relationships with other local businesses, community leaders, and organizations.

I have personally appreciated the Chamber's commitment to bringing businesses together and creating opportunities for collaboration. Their work helps ensure that local businesses have a voice and that we are working together toward a stronger Perris community.

I strongly encourage the City of Perris to continue its partnership with and support of the Perris Valley Chamber of Commerce. Continued funding will allow the Chamber to maintain and expand the programs that provide meaningful value to businesses throughout our community.

Thank you for your consideration and for your continued commitment to supporting the local business community.

ONE LOVE

Kyle Robbins | Training Restaurant Partner Candidate, Fry Cook & Cashier | Raising Cane's Chicken Fingers C0874 - "The Hot Shots"

P: 951-435-6920 | C: 321-961-9347 | 239 Old Nuevo Road | Perris, CA 92571

KRobbins3@raisingcanes.com

RUDE JERK
Jamaican Kitchen

Mayor and Members of the Perris City Council
City of Perris
Perris, California

On behalf of Rude Jerk Kitchen, I am pleased to express our support for the Perris Valley Chamber of Commerce.

As a small business owner, I understand how valuable it is to have an organization that genuinely advocates for local businesses. The Chamber has helped Rude Jerk Kitchen confidently stand out in the community and recognize that what we offer is not only different, but genuinely desired. That encouragement has made us feel truly special, supported, and welcomed as a company.

Beyond the resources it provides, the Chamber creates a strong sense of community among local entrepreneurs and professionals. Knowing that we have an organization supporting our success, listening to our concerns, and working to strengthen the local business environment has been both encouraging and meaningful.

We respectfully ask that you continue to expand these important services which help small businesses serve our community, create jobs, and contribute to the continued growth throughout our city.

Sincerely,

Ivory Martin
Owner

SAVIOR
PEST SOLUTIONS
Protecting Homes In This Neighborhood

September 15, 2026

To the Honorable Mayor and Members of the Perris City Council:

On behalf of Savior Pest Solutions, I am proud to express our strong support for the Perris Valley Chamber of Commerce and the continued funding of the programs and resources it provides to our local business community.

When my family and I moved from Orange County to Perris, we were new to the community and still very new to entrepreneurship. Savior Pest Solutions had been in business for only a little over a year when we joined the Chamber. At the time, we did not know much about the local business community and still had a great deal to learn about operating and growing a business.

That quickly changed after joining the Chamber. From the beginning, we were warmly welcomed not only as a local business, but also as members of the Perris community. Through the Chamber, we built meaningful relationships with other local businesses, became more involved in the community, and gained tremendous knowledge through its workshops, networking events, business education, and outreach.

For a small business, having an organization that connects you with the right people, creates opportunities to learn, and genuinely wants to see you succeed is incredibly valuable. The Perris Valley Chamber of Commerce provided that support during an important stage in our company's growth.

We truly appreciate the power and value of the Chamber and what it brings to Perris. Our experience has been so positive that we regularly encourage new and growing businesses to become members and take advantage of the opportunities and resources available to them.

Continued support and funding for the Perris Valley Chamber of Commerce is an investment in the businesses and people who make up this community. We respectfully ask the City of Perris to continue its partnership with the Chamber so it can expand its efforts and continue helping businesses like ours grow, connect, and succeed.

Thank you for your consideration and for your continued investment in the Perris business community.

Sincerely,

Julio Contreras
Owner, Savior Pest Solutions
951-933-8463

temple
baptist church

To whom it may concern,

Our church is grateful for the positive impact the Chamber of Commerce has had on both our church and our community.

Our mission is to **joyfully glorify God as a gospel-centered community, focused on making disciples and seeking the welfare of our city and world.** Being involved with the Chamber has given us opportunities to connect with local businesses, community leaders, and organizations that share a desire to see our community grow and thrive.

Through these relationships, we have been able to become more involved in our community, build meaningful connections, and look for ways to serve and support the people around us.

We believe a strong community is built when churches, businesses, and local organizations come together. The Chamber has helped create those connections and has encouraged us to live out our mission by seeking the welfare of our city.

We are thankful for the Chamber and all it does to bring our community together and make it a better place for everyone.

Sincerely,

Sophia Ledesma

Office Manager/Bookkeeper

745 N Perris Blvd. Perris, CA 92571-2877 I (951) 657-3416
www.perris.church

To Whom It May Concern:

I am writing this letter to share what the Chamber means to us, our business, and our community.

We have been members of the Chamber for four years. When we first opened our doors, we were hesitant to join for two primary reasons. First, we wanted to focus our full attention on serving our customers and properly training and developing our team. Second, at the time, we felt the Chamber still had some work to do before we could see the value in becoming a member and making the financial commitment that came with membership.

Today, the Chamber has come a long way, and we are proud to be a Champion Circle Member. We have maintained our Champion Circle membership for the past two years and plan to continue our involvement. Over the years, we have experienced firsthand the value and benefits the Chamber provides to both our business and the community.

Being part of the Chamber has given us the opportunity to connect and build meaningful relationships with other businesses in the area. Through these connections, we have expanded our network and developed partnerships that have allowed us to contribute to various events and initiatives benefiting the City of Perris and its residents. These relationships have also connected us with local vendors and created additional opportunities for us to give back to the community we proudly serve.

We have also greatly appreciated the leadership courses and professional development opportunities the Chamber has introduced. We believe there is always an opportunity to learn, improve, and grow. Having the Chamber bring local business leaders together through educational programs, networking opportunities, and community events has been extremely valuable.

Additionally, we consider the Chamber to be a strong advocate for local businesses. It serves as an important bridge between the business community, the City, residents, and other organizations and resources that we may not otherwise have the opportunity to connect with.

Over the past four years, we have seen the Chamber continue to grow, improve, and strengthen its role within our community. We are proud to be a Champion Circle Member and appreciate the relationships, opportunities, and support that have come from our involvement.

We look forward to continuing our partnership with the Chamber and supporting its efforts to strengthen our local businesses and the City of Perris for years to come.

Chick-fil-A HWY 215 & NUEVO ROAD

GUS JR. RESTAURANT
Perris, California
General Manager: Leilani Santana

September 10, 2026

To Whom It May Concern:

RE: Letter of Support for the Chamber

On behalf of Gus Jr. Restaurant in Perris, I am pleased to express my sincere support and appreciation for the Chamber and the meaningful impact it has had on both my professional development and our restaurant over the past year.

On a personal level, Adriana and Jerry have encouraged me to step outside my comfort zone, challenge myself, and strengthen my public-speaking skills. Their guidance and support have helped me become a more confident leader and a stronger representative of Gus Jr. Restaurant within our community.

Professionally, the Chamber has played an important role in increasing awareness of both my work and our restaurant. Through consistent advocacy, networking opportunities, community engagement, and promotion, the Chamber has helped place Gus Jr. Restaurant in front of new audiences and strengthened our visibility throughout the Perris community. Since becoming involved with the Chamber, our sales have increased by 9%, demonstrating the positive and measurable impact of this partnership.

The Chamber has been more than a business resource; it has been a trusted advocate and partner in our continued growth. We are grateful for the time, encouragement, and opportunities the Chamber has provided, and we value the work it continues to do on behalf of local businesses and community leaders.

Gus Jr. Restaurant is proud to support the Chamber and looks forward to continuing this valuable partnership in the years ahead.

Sincerely,

Leilani Santana
General Manager
Gus Jr. Restaurant | Perris, California

Perris Valley Auto Center
707 East 4th St. Perris, CA 92570
(951) 657-7371

09/10/2026

Dear Members of the Perris City Council,

I am writing this letter to express my sincere support for the continued partnership between the City of Perris and the Perris Chamber of Commerce. The Perris Chamber of Commerce plays such an important role in providing valuable support for our small and medium-sized businesses in our community.

The Chamber has had a meaningful impact on our business by providing opportunities to connect with other local business owners, build relationships, gain valuable knowledge, and become more engaged in the Perris community. Through workshops, business education, networking, opportunities, outreach, and technical assistance, the Chamber helps businesses like ours overcome challenges, compliance, and laws which assist us in the growth of our businesses. It's also one of the biggest reasons I have had a successful partnership with some of the current city council members.

Beyond the direct resources and opportunities, I have personally appreciated the sense of community and support the Chamber creates for local business owners and professionals. Running a business is a challenge, and having an organization that advocates for local businesses, provides connections, and creates opportunities for collaboration, makes a real difference.

As we near the Chamber's contract renewal date with the City of Perris, I strongly encourage the City Council to continue its support and provide additional funding that will allow the Chamber to expand these important services.

Investing in the Perris Chamber of Commerce is an investment in our local businesses and, ultimately, in the strength and success of our community. I am grateful for the work the Chamber has done on behalf of businesses like ours and hope the City will continue to recognize and support its important role.

Thank you for your consideration and for supporting the local business community.

Sincerely,

Jessy Ochoa

jochoa@perrisvalleyautocenter.com

(951) 436-3934

From: Dulce Fernandez <dulcefernandez3195@gmail.com>
Sent: Monday, September 21, 2026 12:45 PM
To: Clara Miramontes <CMiramontes@cityofperris.org>
Subject: Recuperative care letter support

You don't often get email from dulcefernandez3195@gmail.com. Learn why this is important

To Whom It May Concern:

We hereby state that the Chamber of Commerce of the City of Perris does its job very well. It has built a support network for local business owners, always being kind and attentive to their needs.

We support the Chamber's vision for attracting investment and promoting the growth of our city. We have had the pleasure of attending events organized by the Chamber of Commerce.
Through these events, the Chamber has brought together local business owners, fostered communication and collaboration among businesses throughout the city, promoted economic development, and created opportunities for local businesses to connect, share ideas, and support one another.

We are sure that the Chamber of Commerce is a valuable asset to the City of Perris and its local business community.

Sincerely

Eliezer Valencia
Recuperative care of Perris City

CITY OF PERRIS

11.A.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to Introduce and Conduct the First Reading by Title Only of Ordinance No. (next in order) regarding Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

REQUESTED ACTION: Introduce Ordinance No. *(next in order)* finding the Project is exempt from the provisions of the CEQA Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption) and approving Zoning Code Text Amendment 26-00004 to amend the Perris Municipal Code to update Chapter 19.81 (Accessory Dwelling Units) and 19.87 (Reasonable Accommodations in Housing), based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On August 19, 2026, the Planning Commission voted 4-0-1 (**Ayes**: Menez, Lopez, Shively, Hammond; **Absent**: Jimenez) to recommend that the City Council approve the Zoning Code Amendment (ZCA) 26-00004 to update Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 to be in compliance with housing regulations recently updated by the State. These updates will enable both the public and City staff to more easily understand what is permitted and the approval process for ADU and JADU additions and expansions, and requests for reasonable accommodations in housing for individuals with disabilities.

PROPOSED AMENDMENT

The proposed amendment updates Chapters 19.81 and 19.87 of the Perris Municipal Code to bring the City's ADU, JADU, and reasonable accommodation regulations into compliance with current State law. The amendments also clarify the City's review process and applicable development and operational requirements.

The proposed amendments generally fall into three categories: 1) update to the terminology and cross-references to reflect the applicable Government Code provisions; 2) establish clearer application procedures, including completeness review, processing deadlines, appeal procedures, and deemed approval process; 3) update standards for ADUs and JADUs, including size, deed restrictions, and the permitting of qualifying unpermitted units; and 4) update the findings needed for individuals requesting reasonable accommodation due to disabilities that require deviation from the code upon evidence that it would not create a threat to health and safety, or potential property damage to others.

The amendments preserve the City's ability to apply objective standards permitted by State law, including applicable architectural and site standards, building and fire code requirements, and to ensure that these standards do not preclude ADUs and JADUs protected under State law.

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the City Council meeting was published in the local newspaper as an eight-page ad, in compliance with the Zoning Code's notice requirements for citywide projects. As of the preparation of the staff report, staff has not received any comments regarding this project.

RECOMMENDATION:

The Planning Commission recommends that the City Council find that the project is exempt from the CEQA Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption) approving Zoning Code Text Amendment 26-00004 to amend Title 19 of the Perris Municipal Code as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Zoning Code Text Amendment 26-00004 to amend the Zoning Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT:

No impact to General Fund.

Prepared By: Rafael Garcia, Principal Planner

Attachments:
1. Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code
Exhibit 1: Zoning Code Text Amendment (Chapter 19.81- Accessory Dwelling Units and Chapter 19.87- Reasonable Accomodations in Housing of Title 19 of the Perris Municipal Code)
2. Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code
3. Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code

ATTACHMENT 1

Ordinance No. (Next in Order) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code

ORDINANCE NUMBER next in order

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED ON THE FINDINGS NOTED HEREIN, ZONING CODE TEXT AMENDMENT 26-00004, AMENDING CHAPTERS 19.81 (ACCESSORY DWELLING UNITS) AND 19.87 (REASONABLE ACCOMMODATIONS IN HOUSING) OF THE PERRIS MUNICIPAL CODE TO UPDATE THE CITY'S REGULATIONS FOR COMPLIANCE WITH APPLICABLE LAW

WHEREAS, the City of Perris ("City") is a general law city within the State of California; and

WHEREAS, the City of Perris initiated a Zoning Code Text Amendment 26-00004 to update the City's ADU regulations in Chapter 19.81 of the Perris Municipal Code (PMC) in compliance with State law, and to update the City's required findings for approval of Reasonable Accommodations in Housing in PMC Chapter 19.87 to align with applicable fair housing regulations and objective evidence requirements; and

WHEREAS, Zoning Code Text Amendment 26-00004, which proposes the text changes shown in Attachment 1 hereto, (collectively hereafter referred to as "Zoning Code Text Amendment 26-00004"), is proposed to amend Chapters 19.81 (Accessory Dwelling Units and Junior Accessory Dwelling Units) and 19.87 (Reasonable Accommodations) of Title 19 of the PMC, to update the City's aforementioned regulations in compliance with applicable law; and

WHEREAS, California law recognizes Accessory Dwelling Units and Junior Accessory Dwelling Units as an important component of the statewide housing supply and requires local agencies to process qualifying applications ministerially, without discretionary review or a public hearing, and within applicable statutory timeframes; and

WHEREAS, the proposed amendments update local definitions, application processing requirements, ministerial review procedures, allowable locations, development standards, parking requirements, deed restriction requirements, provisions for unpermitted units, and certificate of occupancy requirements to align the Perris Municipal Code with current state Accessory Dwelling Unit and Junior Accessory Dwelling Unit law; and

WHEREAS, the proposed amendments preserve the City's ability to apply objective local development standards, including standards related to building and fire code compliance, sanitation, kitchen facilities, architectural compatibility, and operational requirements, to the extent such standards are permitted by state law and do not preclude state-protected Accessory Dwelling Units or Junior Accessory Dwelling Units; and

WHEREAS, on August 19, 2026, the Planning Commission conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00004, and thereafter adopted Resolution No. 26-15 recommending that the City Council find a CEQA exemption and adopt said Zoning Code Text Amendment 26-00004; and

WHEREAS, on September 29, 2026, the City Council conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00004, and having done so, now sees fit and intends to find a CEQA exemption and adopt Zoning Code Text Amendment 26-00004 as provided herein; and

WHEREAS, on July 16, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that the amendment is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP) and the 2010 Perris Valley Airport ALUCP; and

WHEREAS, all legal prerequisites for the adoption of this Ordinance have occurred.

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

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Section 1. The above recitals are all true and correct and are incorporated herein by this reference as findings of act.

Section 2. The City Council finds, based on the whole administrative record, that the proposed Zoning Code Text Amendment 26-00004 is not a "project" within the meaning of the California Environmental Quality Act (CEQA), as it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment, and constitutes organizational or administrative activities of the City that will not result in direct or indirect physical changes in the environment, as further detailed below; and that, alternatively, the proposed Zoning Code Text Amendment 26-00004 is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that a project is exempt from CEQA if the activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Here, it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, so the activity is not subject to CEQA. The amendment is proposing to update Chapter 19.81 (Accessory Dwelling Units) and 19.87 (Reasonable Accommodations in Housing) aligning reasonable accommodation findings with fair housing regulations and objective evidence requirements. The changes ensure the City's regulations are in conformity with applicable law and thereby ensure the validity of the City's regulations, which are left intact to the maximum extent permitted by State law, and do not authorize any particular development.

Section 3. The City Council further finds as follows:

A. The proposed Zoning Code Text Amendment is necessary to update the City's ADU regulations in compliance with State law. Accordingly, Zoning Code Text Amendment 26-00004 is designed to implement California's ADU statutory framework by recognizing ADUs as an essential component of the housing supply, requiring ministerial review for qualifying applications, limiting local discretion, and applying objective standards only to the extent allowed by state law. The proposed Zoning Code Text Amendment expressly provides that state law prevails in the event of a conflict, which reduces the risk that a local standard will be applied in a manner inconsistent with the Government Code.

B. The proposed Zoning Code Text Amendment will not have a negative effect on public health, safety, or the general welfare of the community because the proposed Zoning Code Text amends Chapters 19.81 and 19.87 of the Perris Municipal Code, which updates the City's ADU regulations in compliance with State law and thereby ensures the validity of the City's ADU regulations while generally maintaining the maximum degree of local control permitted by state law. Therefore, the proposed Zoning Code Text Amendment enhances, rather than diminishes, the City's ability to protect public health, safety, and welfare.

C. The proposed Zoning Code Text Amendment is consistent with the General Plan. The proposed Zoning Code Text Amendment advances numerous goals, policies, and implementation measures set forth therein, including Goal 1, Policy I.A, and Goal 4 of the Land Use Element, by ensuring the City's ADU regulations are in compliance with State law and thereby promoting quality housing for households at all income levels and stages of life and a variety of housing types to satisfy changing demands. The proposed Zoning Code Text Amendment is also consistent with the Housing Element and ensures continued satisfaction of Action 3.4 thereof.

Section 4. Based upon the foregoing and the whole administrative record, including but not limited to, all statements and reports (including all attachments and exhibits) presented at its public hearing on September 29, 2026, the City Council approves Zoning Code Text Amendment 26-00004 as follows:

A. Chapter 19.81 (Definitions) and Chapter 19.87 (Reasonable Accommodations in Housing) of the Perris Municipal Code is hereby amended as provided in Exhibit 1 attached to this Ordinance (with added text indicated in bold, red font), which is incorporated herein by this reference; which is incorporated herein by this reference.

Section 5. Should any provision, portion, section, subsection, paragraph, sentence, clause, phrase, or word of this Ordinance be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, and words of this Ordinance shall remain in full force and effect. The City Council hereby declares that it would

have adopted this Ordinance and each provision, portion, section, subsection, paragraph, sentence, clause, phrase, clause or word hereof, irrespective of the fact that any one or more provisions, portions, sections, subsections, paragraphs, sentences, clauses, phrases, or words hereof may be rendered or declared invalid or unconstitutional.

Section 6. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard. This Ordinance shall take effect thirty days after its adoption.

ADOPTED, SIGNED and APPROVED this 29th day of September, 2026.

_____
Mayor, Michael J. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ____ was duly and regularly adopted by the CityCouncil of the City of Perris at a regular meeting held on the 29th day of September, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit 1: Zoning Code Text Amendment (Chapter 19.81 – Accessory Dwelling Units and Chapter 19.87 – Reasonable Accomodations in Housing of Title 19 of the Perris Municipal Code)

EXHIBIT 1

Zoning Code Text Amendment (Chapter 19.81 – Accessory Dwelling Units and Chapter 19.87 – Reasonable Accomodations in Housing of Title 19 of the Perris Municipal Code)

CHAPTER 19.81. ACCESSORY DWELLING UNITS AND JUNIOR ACCESSORY DWELLING UNITS

Sec. 19.81.010. - Purpose.

The purpose of this ~~section~~ chapter is to establish regulations and procedures for reviewing and permitting accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) consistent with Chapter 13 of Division 1 of Title 7 of the California Government Code, or any successor statute. In the event of any conflict between the provisions of this chapter and applicable provisions of Chapter 13 of Division 1 of Title 7 of the California Government Code, or any successor statute, the latter shall prevail to the extent of the conflict.

Sec. 19.81.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Accessory dwelling unit (ADU) is an attached or a detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with a proposed or existing primary residence. It shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same parcel as the single-family or multifamily dwelling is or will be situated. "ADU" also includes the following: (1) an efficiency unit, as defined in Health and Safety Code Section 17958.1; and (2) a manufactured home, as defined in California Health and Safety Code Section 18007.

Accessory structure is a structure that is accessory and incidental to a dwelling located on the same lot~~located on the same lot as the primary dwelling~~. An accessory structure may be either attached or detached from the primary dwelling and must have a use that is incidental to the main use. Examples of residential accessory uses include, but are not limited to, storage sheds, garages, studios.

Attached ADU is an accessory dwelling unit created by new construction that is attached to the primary dwelling unit by a shared wall, floor, or ceiling.

Converted existing space ADU is an accessory dwelling unit created by the conversion of existing floor area within either the primary dwelling unit or an accessory structure or an existing multifamily dwelling on the lot, or by total replacement of an existing accessory structure on the lot with an ADU.

Detached ADU is an accessory dwelling unit located on the same parcel and is created by new construction that is detached, or separate from, the primary dwelling unit. Detached ADUs may be constructed on any parcel where single-family, mixed use or multi-family uses are existing or permitted by zoning.

Efficiency kitchen. An efficiency kitchen shall be defined as an area that shall include a sink, food preparation counter and food storage area. A plug-in food preparation appliance, such as a microwave or hot plate, may also be provided.

Existing building envelope. The existing walls and roofs of a dwelling that separate interior space for exterior space. A space enclosed by at least two walls and a roof is within the existing building envelope.

Junior accessory dwelling unit (JADU) is a unit that is no more than 500 square feet ~~in size~~of interior livable space and contained entirely within a single-family residence. A junior accessory dwelling unit may include separate sanitation facilities, or may share sanitation facilities with the existing structure.

Kitchen. An area that includes a cooking appliance, sink, refrigerator and food preparation and storage area.

Livable Space. A space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

Ministerial action or ministerial. A permit application reviewed by staff for compliance with specific standards and approved without discretionary review or a hearing.

Minor adjustment. Defined in Perris Municipal Code Section 19.54.020(9), a minor adjustment to specific development standards may be approved by the D~~d~~evelopment S~~s~~ervices D~~d~~irector.

Multi-family dwelling. An existing building that contains more than one dwelling unit and is located within a zoning district that allows multi-family dwellings.

Primary dwelling unit may be any of the following: an existing single-family dwelling, a proposed single- family dwelling, or an existing multi-family structure.

Proposed dwelling is a dwelling that has applied for a permit and that meets the requirements for permitting.

Public transit is a location, including, but not limited to, a bus stop or train station, where the public may access buses, trains, subways, and other forms of transportation that charge set fares, run on fixed routes and are available to the public.

Tandem parking. When two or more vehicles are parked lined up one behind the other.

Underlying zoning. The zoning district in which a parcel is located on the City of Perris Zoning Map or within a specific plan.

Sec. 19.81.030. - Applicability.

Any construction, establishment, alteration, enlargement, or modification of an ADU or a JADU shall comply with the requirements of this chapter and the Ceity's building and fire codes. An ADU or JADU that meets the requirements of this chapter shall be deemed:

(1) Consistent with the general plan designation and zoning for the parcel on which the ADU or JADU is located.

(2) Within the allowable density for the parcel on which the ADU or JADU is located.

Sec. 19.81.040. – Review Authority; Application Processing.

(a) Permit applications for ADUs and JADUs that meet the applicable development standards described in this chapter and the requirements of the underlying zoning, to the extent consistent with Chapter 13 of Division 1 of Title 7 of the California Government Code, shall be subject to ministerial approval.

(b) The City shall determine whether an application to create or serve an ADU is complete and provide written notice of this determination to the applicant not later than 15 business days after the City received the application.

(c) If the City determines an application is incomplete, the City shall provide the applicant with a list of incomplete items and a description of how the application can be made complete. The list and description shall be provided with the written notice required by subsection (b) above.

(d) After receiving a notice that the application was incomplete, an applicant may cure and address the items that are deemed to be incomplete by the City.

(e) In the review of an application submitted pursuant to subsection (d) above, the City shall not require the application to include an item that was not included in the list required by subsection (c) above.

(f) If an applicant submits an application pursuant to subsection (d) above, the City shall determine whether the additional application has remedied all incomplete items listed in the determination issued pursuant to subsection (c) above. This additional application is subject to the timelines and requirements specified in subsection (b) above.

(g) If the City does not make a timely determination as required by subsections (b)-(f) above, the application or resubmitted application shall be deemed to be complete for purposes of this section.

(h) The City shall either approve or deny the application to create or serve an ADU within 60 days from the date the City receives a completed application if there is an existing single-family or multifamily dwelling on the lot. If the permit application to create or serve an ADU is submitted with a permit application to create a new single-family or multifamily dwelling on the lot, the City may delay approving or denying the permit application for the ADU until the City approves or denies the permit application to create the new single-family or multifamily dwelling, but the application to create or serve the ADU shall be

considered without discretionary review or hearing. If the applicant requests a delay, the 60-day time period shall be tolled for the period of the delay. If the City has not approved or denied the completed application within 60 days, the application shall be deemed approved. The City may charge a fee to reimburse it for costs incurred to implement Government Code section 66317, including the costs of adopting or amending any ordinance that provides for the creation of an ADU.

(i) If the City denies an application for an ADU pursuant to subsections (a)-(h), above, the City shall, within the time period described in subsections (a)-(h), above, return in writing a full set of comments to the applicant with a list of items that are defective or deficient and a description of how the application can be remedied by the applicant.

(j) No local ordinance, policy, or regulation, other than this Chapter shall be the basis for the delay or denial of a building permit or a use permit under Government Code section 66317.

(k) If a permit application is determined to be incomplete under subsections (b)-(g), above, or denied under subsection (h), above, the applicant may appeal that decision in writing to the City Council. The appeal must be filed within 10 calendar days from the day of the City's notice of the incompleteness determination or denial decision, as applicable, and must be accompanied by the applicable processing fee and a written statement of the reasons for the appeal. The City Council shall provide a final written determination by not later than 60 business days after receipt of the applicant's complete written appeal.

~~(a)~~(l) Homeowners' associations, as a third party, cannot influence the City's decision on an application to create an ADU. Third party reviews of ADU permit applications by a homeowners association or their representatives or agents are prohibited by state law.

Sec. 19.81.050. - Location.

(a) ADUs and JADUs are permitted on sites that have an existing or proposed primary single family dwelling ~~unit~~ and within underlying zoning districts that allow single-family homes or mixed use.

(b) ADUs are permitted on sites that have existing or proposed multi-family ~~residences~~ dwellings and within underlying zoning districts allow multi-family ~~homes~~ dwellings or mixed use homes.

(c) ~~JADUs are not permitted on sites where a portion of the primary dwelling has been converted to an ADU~~[Reserved].

(d) JADUs are not permitted on sites with multi-family projects.

Sec. 19.81.060. - Land use regulations and development standards for all ADUs and JADUs.

Except as modified by this chapter, all ADUs shall conform to the requirements of the underlying residential zoning district and the zoning code in addition to the standards listed below.

(1) Minimum lot area. There shall be no minimum lot area required to establish an ADU and/or JADU.

(2) Building height.

a. Single Family Detached ADU. Shall not exceed 16 feet above grade, unless the property is within ½ mile walking distance of a major transit stop or a high-quality transit corridor, in which case the Detached ADU shall not exceed 18 feet above grade. An additional two feet in height shall be allowed to accommodate a roof pitch on the ADU that is aligned with the roof pitch of the primary dwelling unit.

b. Single Family Attached ADU. Shall not exceed 25 feet above grade or the height limitation of the underlying zoning district applicable to the primary dwelling, whichever is less.

c. A detached ADU on a lot with an existing or proposed multifamily, multistory dwelling. Shall not exceed a height of 18 feet above grade.

(3) Setbacks.

a. Front yard. Determined by underlying zone, except as provided in Section 19.81.060(9).

b. Side and rear yards. Minimum four feet or underlying zone requirement whichever is less.

c. When a property is adjacent to an alley, the side or rear yard setback may be reduced with the minor adjustment approval.

(4) Architectural design. The architectural design of the ADU shall be compatible with the architectural style and materials used in the primary dwelling or multi-family project.

(5) Exterior entrance. All units must have an entrance separate from the primary dwelling entrance.

(6) Sanitation facilities. A separate bathroom is required with sink, toilet, and shower/bathtub; JADUs may share sanitation facilities with the primary dwelling.

(7) Kitchen. A kitchen is required.

(8) Fire sprinklers. For both ADUs and JADUs, f~~F~~ire sprinklers are required when the primary dwelling unit has fire sprinklers.

(9) Underlying zoning standards. Lot coverage, distance requirements between structures and other standards established by the underlying zoning may be applied so long as application of the requirements does not prohibit the construction of an ADU with a floor area that is 800 square feet of interior livable space or less or with side and rear yard setbacks that are no less than four feet.

~~(9)~~(10) Impact Fees. The City shall not impose any "impact fee," as defined in Government Code Section 66311.5(c), upon the development of an ADU that has 750 square feet of interior livable space or less or a JADU that has 500 square feet of interior livable space or less. Any impact fees charged for an ADU that has more than 750 square feet of interior livable space shall be charged proportionately in relation to the square footage of the primary dwelling unit.

Sec. 19.81.070. - Specific land use regulations and development standards for single-family—Attached ADUs.

In addition to the development standards outlined in Section 19.81.060, attached ADUs shall comply with the following standards.

(1) Zoning. ADUs are allowed in any zoning district that permits a single-family residence including mixed use zones.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1).~~, No more than one primary dwelling unit, one attached ADU and one JADU are permitted~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space ~~floor area~~ but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum unit size. The attached ADU shall have an area no more than 50 percent of the floor area in the primary dwelling and shall not exceed the following requirements:

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,000 square feet of interior livable space.

(5) Parking requirements. Except as provided in Section 19.81.120, one parking space shall be required.

Sec. 19.81.080. - Specific land use regulations and development standards for single-family—Detached ADUs.

In addition to the development standards outlined in Section 19.81.060, detached ADUs shall comply with the following standards.

(1) Zoning. ADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1), and (ii) one new construction detached ADU meeting the requirements of Government Code Section 66323(a)(2), are permitted per lot with a proposed or existing single-family dwelling.~~, No more than one primary dwelling unit, one detached ADU and one JADU are permitted~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space ~~floor area~~ but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum unit size. The detached ADU shall not exceed the following requirements:

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,200 square feet or 75 percent of the primary dwelling, whichever is less, except if the resulting limit would be less than 1,000 square feet of interior livable space, the limit shall be 1,000 square feet of interior livable space.

(5) Setbacks.

a. Front yard. Determined by underlying zone.

b. Side and rear yards. Minimum four feet or underlying zone, whichever is less.

c. When a property is adjacent to an alley, the side or rear yard setback may be reduced with the minor adjustment approval.

(6) Parking requirements. Except as provided in Section 19.81.120, one parking space shall be required.

Sec. 19.81.090. - Specific land use regulations and development standards for single-family—Converted existing space ADUs.

In addition to the development standards outlined in Section 19.81.060, converted existing space ADUs shall comply with the following standards.

(1) Zoning. ADUs and JADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of units on a site. No more than (i) one ADU and one JADU meeting the requirements of Government Code Section 66323(a)(1), and (ii) one new construction detached ADU meeting the requirements of Government Code Section 66323(a)(2), are permitted per lot with a proposed or existing single-family dwelling.~~No more than one primary dwelling unit, one converted existing space ADU, one detached ADU, and one JADU~~.

(3) Minimum unit size. Must have a minimum of 320 square feet of interior livable space~~floor area~~, but shall not prohibit an efficiency unit pursuant to Government Code Section 66321.

(4) Maximum size. No limit, subject to paragraphs (5)-(6) below.

(5) Building envelope. The converted existing space ADU must be constructed within the existing or proposed floor area of the primary dwelling.

(6) Additional floor area. Building envelope may be increased by up to 150 square feet to accommodate a new entrance to the converted existing space ADU.

(7) Parking requirements.

a. Primary dwelling. When a garage is converted to an ADU, the parking for the primary dwelling does not have to be replaced.

b. ADU. None.

Sec. 19.81.100. - Specific land use regulations and development standards for JADUs.

In addition to the development standards outlined in section 19.81.060, JADUs shall comply with the following standards.

(1) Zoning. JADUs are allowed in any zoning district that permits a single-family residence.

(2) Maximum number of JADUs on a ~~site~~lot. One JADU per residential lot zoned for single-family residences with a single-family residence built, or proposed to be built, on the lot. JADUs are not permitted on other lots.

~~(3) Minimum unit size. Must have a minimum of 320 square feet floor area.~~

~~(4)~~(3) Maximum unit size. The maximum floor area of a JADU shall not exceed 500 square feet of interior livable space.

~~(5)~~(4) Building envelope. The JADU must be constructed within the existing or proposed building envelope of the primary dwelling.

~~(6)~~(5) Additional floor area. Building envelope may be increased by up to 150 square feet to accommodate a new entrance to the JADU. JADU total ~~area~~ interior livable space shall not exceed the maximum size defined in section 19.81.100(c).

~~(7)~~(6) Exterior entrance. JADU must have an entrance separate from the primary dwelling entrance. If a JADU does not have a separate bathroom, the JADU shall include a separate entrance from the primary dwelling entrance, with an interior entry to the main living area.

~~(8)~~(7) Parking requirements. None.

~~(9)~~(8) Kitchen. An efficiency kitchen ~~area~~ is required to be included in the JADU. The efficiency k~~K~~itchen area shall include ~~space for food storage and preparation. Cooking appliances may include microwaves or other similar devices~~all of the following: (1) a

cooking facility with appliances; and (2) a food preparation counter and storage cabinets that are of reasonable size in relation to the size of the JADU.

Sec. 19.81.110. - Specific land use regulations and development standards for ADUs in multi-family sites.

In addition to the development standards outlined in Section 19.81.060, ADUs on lots with existing or proposed multifamily dwellings shall comply with the following standards.

(1) Zoning. ADUs are allowed on residential and mixed use zoned properties with existing or proposed multi-family dwellings.

(2) Maximum number of ADUs.

a. Converted existing space ADUs—At least one ADU and up to 25 percent of the existing multifamily dwelling units, as calculated pursuant to subsection (5) of this Section.

b. Detached ADUs— On a lot with an existing multifamily dwelling, up to eight ADUs, provided that in no case shall the number of detached ADUs exceed the number of existing multifamily dwelling units. On a lot with a proposed multifamily dwelling, no more than two detached ADUs.

c. Attached units—If no detached ADUs or converted existing space ADUs can be built on the site, one attached ADU is permitted.

(3) Minimum unit size.

a. Converted existing space ADUs—Must have a minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

b. Detached ADUs—A minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

c. Attached ADUs—A minimum of 320 square feet ~~floor area~~of interior livable space but shall not prohibit construction of an efficiency unit pursuant to Government Code Section 66321.

(4) Location.

a. For converted existing space ADUs, lot must have an existing multifamily dwelling. For detached or attached ADUs, lot must have an existing or proposed multifamily dwelling; and

b. Converted existing space ADUs must be located within portions of the structure that are not used as livable space, including but not limited to storage rooms, boiler rooms, passageways, attics, basements, and garages.

(5) Multi-family sites. The following shall apply for purposes of calculating the 25 percent limitation set forth in subparagraph 2(a) of this Section:

a. Previously approved ADUs shall not count towards the existing multi-family dwellings.

b. Fractions shall be rounded down to the next lower number of ADUs, except that at least one ADU shall be permitted; and

c. Multi-family projects approved and built as a single complex shall be considered one lot, regardless of the number of parcels or buildings.

(6) Maximum unit size.

a. Studios and one-bedroom units—850 square feet of interior livable space.

b. More than one-bedroom units—1,000 square feet of interior livable space.

(7) Parking requirements.

a. Converted existing space units—None.

b. Detached units—One per ADU.

Sec. 19.81.120. - Parking standards.

(a) Parking requirements. Parking shall comply with Section 19.69.020, except as modified by the requirements of this chapter.

(1) Unless the requirement is exempted or waived by other provisions of this chapter, each ADU shall have one designated off-street parking space.

(2) Tandem parking and parking within the rear and side yard setbacks are permitted unless findings can be made by city staff demonstrating that the design or location would create dangerous life or fire safety conditions.

(3) When a garage, carport, covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, replacement parking is not required.

(b) Parking not required. ADUs do not need to provide parking when one of the following standards is met.

(1) The property is within ½ mile walking distance of public transit.

(2) The ADU is within an area considered historically significant as defined by the California Register of Historic Resources.

(3) The ADU is part of the primary dwelling or an accessory structure.

(4) When on-street parking permits are required but not offered to the occupant of the ADU.

(5) When there is a carshare vehicle located within one block of the ADU.

Sec. 19.81.130. - Operational requirements for all ADUs and JADUs.

(a) No separate conveyance.

(1) Single-family ADUs and JADUs. An ADU or JADU may be rented, but no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling, except as otherwise permitted by applicable law.

(2) ADUs on lots with multifamily dwellings. An ADU may be rented, but no ADU may be sold or otherwise conveyed separately from the lot and the other dwellings, except as otherwise permitted by applicable law.

(b) Short-term Rentals. An ADU or JADU permitted by this chapter shall not be rented for periods of less than 31 days.

(c) Deed restriction and recordation. Prior to issuance of a building and/or grading permit for ~~an ADU and/or~~a JADU, the property owner shall record a deed restriction with the county recorder's office, the form of which is approved by the City Attorney. This deed restriction shall run with the land and remain in effect so long as the ~~ADU and/or~~ JADU remains on the lot.

(a) JADU deed restrictions shall include and describe the following:

a. Prohibition on the sale of the junior accessory dwelling unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers~~separate conveyance of the JADU except as otherwise permitted by applicable law~~.

b. Approved size and attributes of the JADU.

c. Restrictions on short-term rentals required by PMC Section 19.81.130(b).

d. JADU owner occupancy requirement as defined in Government Code Section ~~65852.22(a)(2)~~66333(b). Specifically, if the JADU has shared sanitation facilities with the existing structure, the City requires owner-occupancy in the single family residence in which the JADU will be permitted. The owner may reside in either the remaining portion of the structure or the newly created JADU. Owner-occupancy

is not required if the JADU has separate sanitation facilities, or if the owner is another governmental agency, land trust, or housing organization.

~~ADU deed restrictions shall include and describe the restrictions on short-term rentals required by PMC Section 19.81.130(a) and Government Code Section 66314(d)(1), except under the limited circumstances described in GC 66341. Deed restrictions shall also include and describe restriction required by PMC Section 19.81.130(b)~~.

Sec. 19.81.140. - Unpermitted ADUs and JADUs.

(a) Notwithstanding any other law, and except as otherwise provided in subsection (b), below, the City shall not deny a permit for an unpermitted ADU or an unpermitted JADU that was constructed before January 1, 2020, due to either of the following:

a. The ADU or JADU is in violation of building standards pursuant to Article 1 (commencing with Section 17960) of Chapter 5 of Part 1.5 of Division 13 of the California Health and Safety Code.

b. The ADU or JADU does not comply with Article 1 or Article 3 (commencing with Section 66333) of Chapter 13 of Division 1 of Title 7 of the California Government Code, as applicable, this Chapter or any other local ordinance regulating ADUs or JADUs.

(b) Notwithstanding subdivision (a), the City may deny a permit for an ADU or JADU subject to subdivision (a) if the City makes a finding that correcting the violation is necessary to comply with the standards specified in Section 17920.3 of the California Health and Safety Code.

(c) This section shall not apply to a building that is deemed substandard pursuant to Section 17920.3 of the California Health and Safety Code.

(d) The City shall inform the public about the provisions of this section through public information resources, including permit checklists and the City's internet website, which shall include both of the following:

a. A checklist of the conditions specified in Section 17920.3 of the California Health and Safety Code that would deem a building substandard.

b. Informing homeowners that, before submitting an application for a permit, the homeowner may obtain a confidential third-party code inspection from a licensed contractor to determine the unit's existing condition or potential scope of building improvements before submitting an application for a permit.

(e) A homeowner applying for a permit for a previously unpermitted ADU or JADU constructed before January 1, 2020, shall not be required to pay impact fees or connection or capacity charges except when utility infrastructure is required to comply with Section 17920.3 of the California Health and Safety Code and when the fee is authorized by subdivision (e) of California Government Code Section 66311.5.

(f) Subject to subsection (c) above, upon receiving an application to permit a previously unpermitted ADU or JADU constructed before January 1, 2020, an inspector from the City may inspect the unit for compliance with health and safety standards and provide recommendations to comply with health and safety standards necessary to obtain a permit. If the inspector finds noncompliance with health and safety standards, the City shall not penalize an applicant for having the unpermitted ADU or JADU and shall approve necessary permits to correct noncompliance with health and safety standards.

Sec. 19.81.150. – Certificate of Occupancy for Primary Dwelling Required Prior to Issuance of Certificate of Occupancy for ADU; Emergency Exception

(a) The City shall not issue a certificate of occupancy for an ADU before the City issues a certificate of occupancy for the primary dwelling.

(b) Notwithstanding subsection (a) above, in the event that Riverside County is subject to a proclamation of a state of emergency made by the Governor on or after February 1, 2025, to the extent required by Government Code Section 66328, the City shall issue a certificate of occupancy for an ADU constructed in the City if both of the following requirements are met, even if the primary dwelling has not yet been issued a certificate of occupancy: (1) The primary dwelling was substantially damaged or destroyed by an event referenced in the state of emergency proclamation issued by the Governor; and (2) the ADU has been issued construction permits and has passed all required inspections.

(c) Subsection (b) above does not apply to an ADU that is attached to the primary dwelling.

CHAPTER 19.87. - REASONABLE ACCOMMODATIONS IN HOUSING

Sec. 19.87.070. - Findings and decision.

(a) *Findings.* Any decision on an application under this chapter shall be supported by written findings addressing the criteria set forth in this subsection. An application under this chapter for a reasonable accommodation shall be granted if all of the following findings are made:

(1) The housing, which is the subject of the request, will be used by an individual disabled as defined under the Act.

(2) The requested reasonable accommodation is necessary to make specific housing available to an individual with a disability under the Act.

(3) The requested reasonable accommodation would not impose an undue financial or administrative burden on the city.

(4) The requested reasonable accommodation would not require a fundamental alteration in the nature of a city program or law, including, but not limited to, land use and zoning.

(5) The requested reasonable accommodation would not constitute a direct threat to the health or safety of others (i.e., a significant risk of bodily harm) nor cause substantial physical damage to the property of others, or such risks can be sufficiently mitigated or eliminated by another

reasonable accommodation, as provided in California Code of Regulations Title 2, Section 12179. A determination that an accommodation poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others must be based on an individualized assessment that relies on objective evidence, not on mere speculation or stereotype about the requested accommodation or a particular disability or individuals with disabilities in general. The assessment of whether the specific accommodation in question poses a direct threat to the health or safety of others or would cause substantial physical damage to the property of others must be based on objective evidence, and not unsubstantiated inferences. The evidence must be sufficiently recent as to be credible, and must consider: (i) The nature, duration, and severity of the risk of a direct threat to the health and safety of others or of substantial physical damage to the property of others; (ii) The likelihood that a direct threat to the health or safety of others or substantial physical damage to the property of others will actually occur; and (iii) Whether there are any additional or alternative reasonable accommodations that will eliminate the direct threat to the health or safety of others or substantial physical damage to the property of others.

~~adversely impact surrounding properties or uses~~.

(6) There are no reasonable alternatives that would provide an equivalent level of benefit without requiring a modification or exception to the city's applicable rules, standards and practices.

(b) *Conditions of approval.* In granting a request for reasonable accommodation, the reviewing authority may impose any conditions of approval deemed reasonable and necessary to ensure that the reasonable accommodation would comply with the findings required by subsection (a) of this section.

(c) *Time limit.* Improvements for reasonable accommodation granted by the city to a property as provided in this chapter shall run with the rental or lease of the housing unit by the disabled person, and may remain indefinitely. At any time in the future when such improvements are not required, they may be removed by the property owner or housing provider.

ATTACHMENT 2

Planning Commission Staff Report without Exhibits– Dated August 19, 2026

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: August 19, 2026

SUBJECT: Zoning Code Text Amendment 26-00004 – A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution 26-15, recommending that the City Council determine the project is exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption), and approve Zoning Code Text Amendment 26-00004 to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87, based on the findings contained herein.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

The State of California periodically adopts new legislation for the regulation of Accessory Dwelling Units (ADUs), Junior Accessory Dwelling Units (JADUs), along with reasonable accommodations in housing for those with special needs. With the recent adoption of new regulations by the State, staff is proposing amendments to our ADUs and JADUs in Chapter 19.81 and Reasonable Accommodations in Housing in Chapter 19.87 to comply with state laws. These updates will enable both the public and City staff to more easily understand allowances and the approval process for ADU and JADU additions and expansions, and requests for reasonable accommodations in housing for individuals with disabilities.

PROPOSED AMENDMENT

The proposed amendment updates to Chapters 19.81 and 19.87 of the Perris Municipal Code are to bring the City's ADU, JADU, and reasonable accommodation regulations into compliance with current State law, as summarized in the table on the following page:

Topic	Proposed Change	Purpose
Purpose and Definitions	Updates terminology and cross-references to reflect the current State ADU law; adds language providing that State law controls in the event of a conflict; and revises key definitions, including accessory structure, JADU, livable space, and minor adjustment.	Clarifies the scope of Chapter 19.81 and aligns local definitions with current State law.
Application Processing	Establishes procedures for completeness review, written deficiency notices, application processing, and written decisions. The amendments also incorporate State-required 60-day approval-or-denial timelines, deemed-complete and deemed-approved provisions, written comments identifying the basis for denial, and appeal procedures.	Provides clear processing procedures and applicant protections consistent with State law.
Land Use Where ADU & JADU are Permitted	Expands the applicability of ADU and JADU provisions to the residential and mixed-use circumstances required by State law and removes provisions that are no longer consistent with State requirements.	Ensures ADUs and JADUs are permitted in locations where required by State law.
Single-Family ADUs Requirements	Adds a reference to Government Code Section 66323(a)(1) for attached, detached and converted ADUs; and clarifies that the square footage cannot be less than 1,000 square feet for units that are larger than one bedroom.	Aligns local regulations with state-mandated ADU requirements.
JADUs Requirements	Adds clarifying language regarding the number of JADUs allowed on a lot as well as exterior entrances, owner-occupancy and deed restriction requirements.	Implements current state requirements specific to JADUs.
Pathway for Unpermitted Units	Adds a new section limiting denial of permits for certain unpermitted ADUs and JADUs constructed before January 1, 2020, except where correction is necessary for health and safety standards.	Provides a pathway to legalize qualifying older units consistent with state law.
Certificate of Occupancy Requirements	Establishes requirements related to issuance of a certificate of occupancy for the primary dwelling before an ADU certificate of occupancy, while incorporating state-law emergency exception for qualifying detached ADUs.	Implements state certificate of occupancy requirements and emergency housing exceptions.
Reasonable Accommodation	Updates Chapter 19.87 to clarify findings and standards related to direct threats, health and safety, potential property damage, and individualized assessments when evaluating reasonable accommodation requests.	Aligns reasonable accommodation findings with applicable fair housing regulations and provides objective criteria for evaluating requests.

Overall, the proposed amendments update the City's ADU, JADU, and reasonable accommodation regulations to comply with current State law while maintaining objective local standards where permitted. The amendments also clarify the City's review process and applicable development and operational requirements.

The proposed amendments generally fall into three categories. First, the ordinance updates terminology and cross-references to reflect the applicable Government Code provisions. Second, it establishes clearer application procedures, including completeness review, processing deadlines, appeal procedures, and deemed approval provisions. Third, it updates standards for ADUs and JADUs, including size, deed restrictions, and the permitting of qualifying unpermitted units.

The amendments preserve the City's ability to apply objective standards allowed by State law, including applicable architectural and site standards, building and fire code requirements and restrictions on short-term rentals, while ensuring that these standards do not preclude ADUs and

JADUs protected under State law.

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the Planning Commission meeting was published in the local newspaper as an eight-page ad in compliance with the noticing requirements in the Zoning Code for citywide projects. As of the preparation of the staff report, staff has not received any comments regarding this project.

RECOMMENDATION

Adopt Resolutions No. 26-15 recommending that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendment will not have a significant effect on the environment, and approve Zoning Code Text Amendment 26-00004 to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the General Fund.

Prepared by: Rafael Garcia, Principal Planner
Reviewed by: Patricia Brenes, Planning Manager

~~**EXHIBITS:**~~

~~A. Resolution 26-15 recommending approval of the Zoning Code Text Amendment~~
~~B. Notice of Public Hearing~~

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

ATTACHMENT 3

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

This may affect your property.
Please read:

Notice is hereby given that the City Council of the City of Perris will hold a Public Hearing on the item below:

CASES: Zoning Code Text Amendment 26-00004

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

LOCATION: Citywide

PROPOSAL: A city-initiated proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code by updating the Accessory Dwelling Unit regulations in Chapter 19.81 and the Reasonable Accommodations in Housing provisions in Chapter 19.87 for compliance with State law.

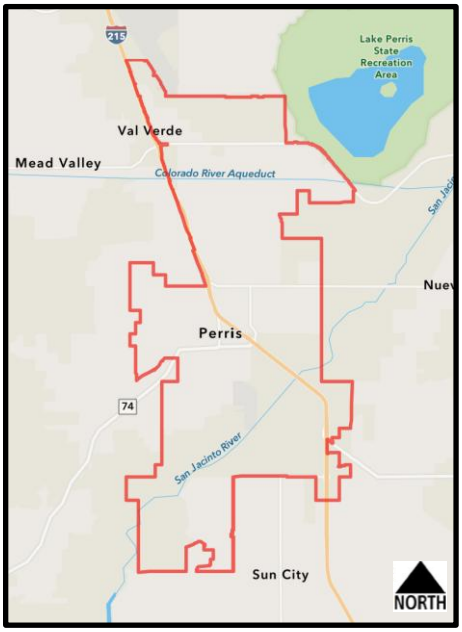
ENVIRONMENTAL DETERMINATION: The proposed project has been determined to be exempt from the California Environmental Quality Act (CEQA) Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA does not apply to activities that CEQA does not apply where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. The proposed amendment consists of text changes to the City's Zoning Code for compliance with State law. These actions do not authorize or result in any specific development, entitlement, or physical change to the environment and therefore do not constitute a project under CEQA.

PUBLIC HEARING: The City Council is scheduled to consider this project on September 29, 2026, at 6:30 p.m. The Planning Commission considered the project on August 19, 2026, and recommended approval of the project to the City Council by a vote of 4 ayes, 0 noes, 1 absent.

All information is available for review at the Development Services Department, Planning Division, located at 135 North D Street, Perris.

Any person affected or concerned by this application may submit written comments to the Office of the City Clerk before the City Council hearing by 5:00 p.m. At the public hearing, any person may appear and be heard in support of or in opposition to the project. At the hearing or during deliberations, the City Council could recommend approval of an alternative proposal for the above project, including any changes to the proposal. Any person challenging this project in court may be limited to raising only those issues identified at the public hearing described in this notice or in writing delivered to the City Council prior to the public hearing.

In compliance with the Americans with Disabilities Act and Government Code Section 11135, the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can be found on the City's website at: https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request or to obtain an electronic or printed copy of the policy.



CITY OF PERRIS
CITY COUNCIL
PUBLIC HEARING
COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	September 29, 2026, at 6:30 p.m.
Project Planner:	Rafael Garcia, Principal Planner
Phone:	(951) 943-5003 ext. 413
Email:	RGarcia@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS 11.B.

CITY COUNCIL
AGENDA SUBMITTAL

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MEETING DATE: September 29, 2026

SUBJECT: Consideration to Adopt Resolution Number (next in order) and Introduce and Conduct the First Reading by Title Only of Ordinance Number (next in order) regarding Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 – A proposal to consider a gated residential development on 13.61 gross acres, located north of Metz Road between McKimball Road and "A" Street. Applicant: Anthony Arnest of Pacific Communities.

REQUESTED ACTION: Adopt Resolution No. (next in order) adopting Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program and approve Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review 22-00014 to facilitate the construction of a gated 91-detached single-family residential development on 13.61 gross acres, based on the findings contained herein and subject to the Conditions of Approval; and

Introduce the First Reading of Ordinance No. (next in order) approving Planned Development Overlay Zone 22-05152 to allow flexibility from the R-6,000 Single Family Residential development standards for the construction of a gated 91-detached single-family residential development on 13.61 gross acres, based on the findings contained herein and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On September 2, 2026, the Planning Commission voted 4–0-1 (Hammond, Abstained) to recommend approval to the City Council of the proposed Pacific Lantana project consisting of 91 detached single-family residences with amenities consisting of a clubhouse, a swimming pool and spa, a children's play area/tot-lot, a half basketball court, a picnic pavilion with BBQ, and a dog park on 13.61 gross acres (12.8 net acres), located north of Metz Road between McKimball Road and "A" Street requiring the following entitlements: 1) Planned Development Overlay to allow flexibility from the R-6,000 Single

Family Residential development standards; 2) Tentative Tract Map to subdivide 13.61 gross acres into 91 residential lots; and 4) Development Plan Review for review of the site plan and building elevations.

The Planning Commission (PC) supported the project subject to modification to the conditions of approval including the following: 1) additional dog waste stations, separate fenced areas for large and small dogs, and a shade structure within the dog park; 2) use of "Day Spa" as an accent color rather than the primary color for the Modern Farmhouse architecture; 3) additional landscaping and site design enhancements, including evergreen trees, an enhanced entry roundabout, replacement of palm trees around the clubhouse and pool deck, and natural grass within the dog park; and 4) enhancements to the project entry monument sign, including complementary materials, individual lettering, architectural detailing, layered landscaping, and integrated low-profile lighting.

Public Comment:

No public comments were received during the Planning Commission meeting; however, prior to the meeting, staff received an email from an adjacent resident opposing the Planned Development Overlay Zone and requesting single-story homes as a buffer between the proposed development and existing homes to the north, as well as a perimeter walking path (Attachment 10).

In response to the concerns raised in the email, the project provides 20- to 25-foot rear-yard setbacks along the site perimeter, consistent with the R-6,000 Zone's minimum setback requirement of 20 feet. Additionally, the applicant has agreed to plant two (2) evergreen trees within the rear yard of each lot that adjoins an existing home to the north of the site to provide additional privacy. While the commenter requested a single-story buffer, the R-6,000 Zone permits two-story residences, and three (3) of the nine (9) existing homes bordering the site to the north are two-story; therefore, the proposed building heights comply with applicable zoning regulations. The project also provides pedestrian connectivity through internal walkways and sidewalks along all street frontages, making an additional perimeter walking path unnecessary.

PROJECT DESCRIPTION

Planned Development Overlay (PDO) Zone and Residential Development

The project proposes to rezone 13.61 gross acres (12.8 net acres) from the Residential R-6,000 Zone to the Residential R-6,000 Planned Development Overlay (PDO) Zone. The purpose of the PDO is to allow flexibility with the development and lot standards to facilitate implementation of the proposed 91-unit single-family residential development with lots ranging from 3,769 to 6,713 square feet. The PDO also includes provisions to calculate the project's density using gross acreage methodology instead of the net acreage used by the General Plan, resulting in a density of 6.69 dwelling units per gross acre. This density is within the 4 to 7 dwelling units per acre range established for the R-6,000 Zone. Therefore, the proposed 91-unit development is consistent with the applicable density standards. The proposed residential units range from 2,166 to 2,577 square feet and include an attached two-car garage, a maximum of five bedrooms, and, in some units, the option to convert the ground-level bedroom into a junior accessory dwelling unit (JADU), three full bathrooms, a kitchen, a dining room, and a front

porch. Additionally, the proposal includes 90 parking spaces for guests throughout the development and adjacent to the clubhouse.

Project Amenities

Amenities include 29,461 square feet of recreation area, including a 2,020-square-foot single-story clubhouse/sales office, an activity lawn, a swimming pool and spa, a children's play area/tot-lot, a half basketball court, a picnic pavilion with BBQ, and a dog park.

Circulation and Access

Primary access to the site will be provided from "A" Street, with secondary access from McKimball Road for egress and fire access only. Both access points will feature stamped concrete, while the primary entrance will include a raised, landscaped center median. A private gated main-loop road and two (2) interior streets will provide access to each lot within the subdivision. The roadway system will include curbs, gutters, and sidewalks, along with traffic-calming measures such as choked intersections, bulb-out street corners, and 90 on-street visitor parking spaces. The project site will be secured by a 6-foot-high perimeter block wall with pilasters and automatic gates.

ENVIRONMENTAL DETERMINATION:

An Initial Study was prepared for the project per the California Environmental Quality Act (CEQA), which concluded that all potential significant environmental effects could be reduced to less than significant levels with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to adopt a Mitigated Negative Declaration (NOI) was published with a 30-day public review period starting on May 22, 2026, and ending on June 22, 2026. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site. During the 30-day comment period, the City received five (5) comment letters regarding this project (Attachment 9):

1. *March Inland Port Airport Authority* – Noted minor typographical errors, which have been corrected in the Final Mitigated Negative Declaration, and noted that the project should be reviewed by ALUC. ALUC reviewed the project on August 11, 2026, and determined it to be conditionally consistent with the Airport Plan.
2. *Riverside County Flood Control District and Water Conservation District (First and Second Letters)* - Both letters are generally informational. As requested in the letter, the Applicant will enter a cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) regarding the proposed project-related Master Drainage Plan facilities and obtain an encroachment permit for any construction-related activities within District right-of-way and/or facilities. *Riverside County Transit Agency* – Provided an acknowledgment of their review of the IS/MND and had no comments.
3. *United States Fish and Wildlife Service* – Provided information that a burrowing owl protocol survey is required even if construction during the breeding season is avoided. In response, the mitigation measures have been revised to include the survey protocols.

None of the letters raised environmental concerns not already addressed in the IS/MND. Responses to comments have been included in the Final MND as Appendix "H" (Attachment 10).

PUBLIC HEARING NOTICE:

A Notice of Public Hearing for the City Council meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site (Attachment 11). As of the writing of the staff report, staff has not received additional comments regarding this project.

RECOMMENDATION:

The Planning Commission recommends that the City Council adopt Resolution Number *(next in order)*, adopting Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program, and approving Planned Development Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review 22-00014 to facilitate the construction of a gated 91 detached single-family residential development on 13.61 gross acres (12.8 net acres), located north of Metz Road between McKimball Road and "A" Street, based on the findings contained in the Resolution and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT:
There is no fiscal impact associated with this project since all project costs are borne by the applicant.

Prepared By: Patricia Brenes, Planning Manager

Attachments:
1.Resolution No. (next in order) with CoAs.pdf
2.Ordinance No. (next in order) adopting the Planned Development Overlay and Zone 22-05152
3.Location-Aerial Map
4.Existing and Proposed Zoning Maps
5. MARB IPA ALUCP Map
6.Project Plans (Site Plan, Plotting Plan, Building Elevations, Renderings, Conceptual Landscape Plan)
7.Tentative Tract Map No. 37907
8.Planning Commission Staff Report Without Exhibits - Dated September 2, 2026
9.Initial Study-Mitigated Negative Declaration, Technical Studies, and Response to Comments
10.Public Comment Email from Planning Commission meeting
11.Notice of Public Hearing

Attachment 1

Resolution No. (next in order) adopting the MND 2398 and the MMRP, and approving, Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review 22-00014 with Conditions of Approval (Planning, Engineering, Public Works, Community Services, and Building & Safety)

RESOLUTION (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING MITIGATED NEGATIVE DECLARATION (2398) AND MITIGATION MONITORING AND REPORTING PROGRAM AND APPROVING TENTATIVE TRACT MAP 22-05153 (TTM 37907) AND DEVELOPMENT PLAN REVIEW (DPR) 22-00014, FACILITATING THE CREATION OF A 91-LOT SUBDIVISION AND CONSTRUCTION OF A 91-UNIT SINGLE FAMILY RESIDENTIAL DEVELOPMENT ON 12.8 NET ACRES, KNOWN AS THE PACIFIC LANTANA PROJECT, LOCATED NORTH OF METZ ROAD BETWEEN MCKIMBALL ROAD AND "A" STREET, BASED UPON THE FINDINGS HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Anthony Arnest, on behalf of Pacific Communities Builder, Inc. ("Applicant") requests to subdivide a 12.8 net acre property, identified as Assessor's Parcel Numbers 311-030-012 and 311-030-013, located within the Residential R-6,000 Zone designation to facilitate the creation of 91 residential lots for the construction of a development consisting of 91 single-family detached residential units located north of Metz Road between McKimball Road and "A" Street, known as the Pacific Lantana project, and requests to have the Planned Development Overlay Zone applied to the development ("Project"); and

WHEREAS, the Applicant submitted an application for a Planned Development Overlay Zone (PD) 22-05152, Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review (DPR) 22-00014 for consideration of the Project; and

WHEREAS, the proposed PDO 22-05152, TTM 37907, and DPR 22-00014 are considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, pursuant to CEQA and State CEQA Guidelines, an Initial Study ("IS") was prepared for the proposed Project and, based upon review thereof by the City as lead agency, a Notice of Intent to Adopt a Mitigated Negative Declaration was issued in accordance with CEQA Guidelines Section 15072, and a Draft Mitigated Negative Declaration No. 2398 ("MND") was prepared for the Project and was publicly reviewed for a thirty (30) day period in accordance with CEQA, from May 22, 2026 through June 22, 2026; and

WHEREAS, during the public comment period, five (5) public comments were received. The public comments received during the public review period did not warrant or result in any "substantial revision," within the meaning of CEQA Guidelines Section 15073.5, to the MND. Although not required by CEQA, in the interests of thoroughness and transparency, responses to the public comments received have been prepared and included in the Final MND. No "substantial revision" of the MND has been made in response to the comments or otherwise,

and therefore no recirculation is required pursuant to CEQA Guidelines Section 15073.5. Responses to the comments have been added to Appendix H of the Final Mitigated Negative Declaration, and none of the comments raised any environmental concerns that have not been addressed in the Initial Study/Mitigated Negative Declaration. There is no substantial evidence in light of the whole record before the City, including the public comments received, that the project may have a significant effect on the environment which cannot be mitigated or avoided, and therefore no EIR is required pursuant to CEQA Guidelines Section 15073.5; and

WHEREAS, the Riverside County Airport Land Use Commission ("ALUC") conducted a hearing on August 11, 2026, to consider the Project's consistency with the D (Flight Corridor Buffer) Zone and determined that the Project is consistent with the March Air Reserve Base/Inland Port Airport (MARB/IPA) Land Use Compatibility Plan; and

WHEREAS, Chapter 19.54 (Authority and Review Procedures) of the Perris Municipal Code ("PMC") authorizes the City to approve, conditionally approve, or deny requests for approval of Development Plan Reviews, and PMC Chapters 18.12 and 18.16 authorize the City to review and approve, conditionally approve, or deny requests or approval of Tentative Tract Maps; and

WHEREAS, a duly noticed Planning Commission public hearing was held on July 15, 2026 and September 2, 2026, for the Project, at which time all interested persons were given full opportunity to be heard and to present evidence. Following the hearing, on September 2, 2026, the Planning Commission, by a vote of 4-0 with one abstention, approved Planning Commission Resolution 26-14, recommending adoption of the MND and approval of the Project to the City Council subject to conditions of approval; and

WHEREAS, on September 29, 2026, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard and present evidence; and

WHEREAS, before taking action, the City Council has heard, been presented with, and reviewed all the information and data which constitutes the administrative record for the Project, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does find, determine and resolve as follows:

Section 1. **Recitals.** The above recitals are all true and correct and are incorporated herein by this reference as findings of fact.

Section 2. **CEQA Findings**. The City Council finds as follows with respect to the IS/MND for the Project:

A. The City Council has considered the whole administrative record, including the IS/MND together with the comments received during the public review process and the responses thereto contained in the Final IS/MND. The City Council has also considered whether the Project will result in a safety hazard or noise problem for persons using the March Air Reserve Base/Inland Port Airport or for persons residing or working in the Project area, and finds that it will not. The findings in this Section 2 are made on the basis of the whole administrative record.

B. The IS/MND has been prepared and considered in compliance with CEQA and contains all required contents pursuant to CEQA Guidelines Section 15071.

C. With the imposition of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (which is included in the IS/MND), there is no substantial evidence that the Project will have a significant effect on the environment. Said mitigation measures have been made enforceable conditions on the Project, as they have been included in the Project Conditions of Approval attached hereto as Attachment 2.

D. The IS/MND reflects the independent judgment and analysis of the City as lead agency.

E. The location and custodian of the documents or other material which constitute the record of proceedings upon which the City Council's decision set forth in this Resolution is based is as follows: City of Perris Planning Division, 135 N. D St., Perris, CA 92570.

Section 3. **Tentative Tract Map 22-05153 (TTM 37907).** The City Council finds, with respect to Tentative Tract Map 22-05153 (TTM 37907), that:

1. *The proposed map is consistent with the applicable General Plan and Specific Plans.*

   The proposed Tentative Tract Map is consistent with the City's General Plan because the subdivision would create residential lots within an area designated for residential development. The Project site has a General Plan land use designation of R-6,000, which allows residential development at a density of up to seven dwelling units per acre. The proposed subdivision would create 91 residential lots on the Project site, resulting in a density of approximately 6.71 dwelling units per acre, which is within the density range allowed by the General Plan. The proposed subdivision also includes lettered lots for private streets, common open space, recreational amenities, and drainage facilities, which support the orderly subdivision and residential use of the property. The Project is not located within a specific plan area.

2. *The design and improvement of the proposed subdivision is consistent with the applicable General Plan and Specific Plans.*

   The project is not within a Specific Plan Area. The design and improvement of the proposed subdivision is consistent with the applicable General Plan Circulation Plan, Housing Element, and Safety Element policies outlined below:

- Safety Element:

  Policy S-2.1 – Require road upgrades as part of new developments/major remodels to ensure adequate evacuation and emergency vehicle access. Limit improvements for existing building sites to property frontages.

  Policy S-6.1 – Ensure new development complies with the development requirements of the AICUZ Land Use Compatibility Guidelines and ALUP Airport Influence Areas for March Air Reserve Base.

  Policy S-6.3 – Effectively coordinate with March Air Reserve Base on development within its influence areas.

- Housing Element:

  Policy 1.2 - Promote development within the City that provides a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.

3. *The site is physically suitable for the type of development.*

The site is physically suitable for residential development since it is surrounded on two sides by existing single-family neighborhood developments to the north and west, and on an additional two sides by similar housing projects that were previously approved to the south and east.

4. *The site is physically suitable for the proposed density of the development.*

As noted above, the Project site is physically suitable for the density of the proposed single-family community. The Project site has a General Plan land use designation of R-6,000 and is zoned R-6,000, which allows residential development at a density of four (4) to seven (7) dwelling units per acre. The Project proposes 91 detached single-family residential units at a density of 6.71 dwelling units per acre, which is within the density range allowed by the R-6,000 designation and zone. The Planned Development Overlay Zone allows flexibility with lot size, lot dimensions, and setback requirements. As proposed, the Project includes residential lots ranging from 3,769 to 6,713 square feet, lot widths ranging from 47 to 52 feet, and lot depths of 80 feet, with certain setbacks. The Project has been designed to be consistent with all applicable City Code requirements through the application of the Planned Development Overlay Zone 22-05152 to the proposed R-6,000 Zone. Furthermore, the Project complies with required amenities, landscaping, and parking standards, as noted in the staff report.

5. *The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The potential environmental impacts associated with the Project were evaluated in the IS/MND, and it has been determined that with the incorporation of the mitigation measures which are included as enforceable conditions of approval, the Project will not cause any significant impacts on biological resources.

6. *The design of the subdivision and the type of improvements are not likely to cause serious public health problems.*

   An IS/MND has been completed in compliance with the California Environmental Quality Act (CEQA) Guidelines. The IS/MND concluded that the Project will not cause significant human health or cancer risk to sensitive receptors.

7. *The design of the subdivision and the proposed improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of, property within the proposed subdivision.*

   The design of the subdivision or any type of improvements will not conflict with easements of record or easements established by court judgment, acquired by the public at large, for access through or use of property within the proposed subdivision.

8. *All requirements of CEQA have been met.*

   As mentioned above, an IS/MND has been prepared to comply with the California Environmental Quality Act (CEQA) Guidelines. Therefore, all requirements of CEQA have been met.

9. *The discharge of waste from the proposed subdivision into an existing community sewer system would not result in violation of existing requirements prescribed by a state regional water quality control board pursuant to division 7 (commencing with section 13000) of the Water Code.*

   The Project will receive sewer service from the Eastern Municipal Water District and will be required to comply with applicable sewer, stormwater, and water quality requirements. This proposed development is required to comply with all provisions of City of Perris Ordinance Number 1194, which establishes stormwater and urban runoff management and discharge controls to improve water quality and comply with federal regulations, as well as any subsequent amendments, revisions, or ordinances pertaining thereto. Therefore, a Pre-WQMP (Water Quality Management Plan) has been prepared. The structural BMPs selected for the Project have been approved in concept. The owner is required to submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs, including three Modular Wetlands Systems, self-retaining landscape, and covered trash enclosures. The Public Works Department shall review and approve the final WQMP text, plans, and details. Therefore, the Project will comply with the requirements of the Santa Ana Regional Water Quality Control Board.

Section 5. **Development Plan Review 22-00014.** The City Council finds, with respect to DPR 22-00014, that:

1. *The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, any applicable specific plans, the purposes and provisions of PMC title 19, the purposes of the zone in which the site is located, and the development policies and standards of the City.*

   The R-6,000 Zone and General Plan Designation of R-6,000 provides for duplexes, townhomes, and single-family detached residential development at a density of 4-7 dwelling units per acre. There is no applicable specific plan. The Project, as designed, proposes 6.71 dwelling units per acre, which supports single-family detached development by allowing smaller lots than normally associated with a typical R-6,000 subdivision. The proposed Project is consistent with the General Plan, the R-6,000 zone (with application of PD 22-05152), and the existing land uses in the area, which is located in Planning Area 7 of the City's General Plan, which anticipates mostly single-family development within the R-4,000, R-6,000, R-10,000 and Rural Residential zones.

   The Project also furthers and is consistent with the applicable General Plan policies identified and analyzed in Table 11 of the IS/MND, including policies related to housing production and residential design, infrastructure and service adequacy, circulation improvements, biological and cultural resource protection, water quality and stormwater management, energy conservation, noise compatibility, emergency access, flood and fire safety, airport land use compatibility, parkland/open space requirements, construction emissions reduction, compatibility with surrounding uses, and pedestrian and bicycle infrastructure.

   The Project will also be consistent with the requested Planned Development Overlay Zone standards. Additionally, the Project is consistent with the City's Residential Design Guidelines adopted on September 6, 2023, including consistency with Chapter 2 (General Design Guidelines), Chapter 3 (Single Family Design Guidelines), and Chapter 7 (Architectural Style Guidelines). The location, size, design, density, and intensity of the proposed development and improvements are consistent with the City's General Plan, the R-6,000 Zone (with PD 22-05152), and provisions of the Perris Municipal Code.

2. *The subject site is physically suitable, including but not limited to parcel size, shape, access, and availability of utilities and services, for the type of development proposed.*

   The overall Project, as conditioned, will be in accordance with the standards of the underlying R-6,000 Zone. The proposed Project is physically suitable in terms of parcel size, shape, access, and availability to utilities and services, including (without limitation) for the reasons discussed above. The Project site is situated along "A" Street and McKimball Road. The main access driveway is provided off of "A" Street, and lines

up with that of an approved apartment development to the east across "A" Street. An internal "ring-road" with two additional interior streets provide access to each lot. Street improvements on all roadways surrounding the site will include curb/gutter and sidewalk and street pavement improvements on "A" Street and McKimball Road are a requirement of the development. The Project includes an on-site private drainage facility in the form of an approximately 4,000 square foot drainage basin. Water and sewer would be provided to the Project site by the Eastern Municipal Water District. Electricity would be supplied by Southern California Edison. Natural gas would be provided to the Project site by SoCal Gas.

3. *The proposed development and the conditions under which it would be operated or maintained is compatible with abutting properties and will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.*

   As conditioned, the proposed Project will not be detrimental to the public health, safety or welfare or injurious to property and improvements in the vicinity or to the City's general welfare in that the Project is designed in conformance with the General Plan and the City's Residential Design Guidelines. The Project is compatible with surrounding properties because the Project site is surrounded by residential and residentially planned uses, including existing single-family residences to the north, single-family residences and vacant land to the west, an approved single-family residential development under construction to the south, and an approved multi-family residential development to the east. The Project proposes detached single-family residential units at a density of 6.71 dwelling units per acre, which is within the density range allowed by the R-6,000 General Plan land use designation and underlying R-6,000 Zone (up to seven units per acre). The Project also includes perimeter walls, landscaping, private streets, recreational amenities, and is subject to the Conditions of Approval and compliance with applicable development standards, which will help ensure that the Project is operated and maintained in a manner compatible with adjacent residential uses.

   Therefore, the Project will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity. These standards include setbacks, building height, parking, and landscaping, and will integrate into the existing fabric of residential development contemplated for the area.

4. *The architecture proposed is compatible with community standards and protects the character of adjacent development.*

   The proposed architecture meets the City's design standards for single-family residential development, thereby protecting the character of the R-6,000 Zone; therefore, it is compatible with community standards and protects the character of adjacent development. Enhanced architecture, site design, and landscaping have been provided for the Project. The Project proposes three (3) different floor plans with two (2) distinct architectural styles for each. The Project proposes using high-quality materials for each product type, including stucco finishes, stacked stone and board and batten siding. The

Project clubhouse is designed to complement the area's rich agricultural history and includes stacked stone and board and batten siding as well as a high-pitched roof and rolling barn door. The proposed color palette and materials provide a variety and interest using color tones ranging from light tones to dark accents to help accentuate the proposed residential buildings.

5. *The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.*

   The proposed Project includes 13% landscape coverage including front-yard landscaping, recreation area landscaping, exterior treatments along both roadways, entrance landscaping, and plant materials providing a mix of native and drought-tolerant trees, shrubs, ground cover, and annual color throughout the site to ensure visual relief and effectively frame, soften, and embellish access points, building entries, parking areas, amenities, and open spaces. All trees proposed for the development include 36"-box-sized street trees, 48"-box-sized entrance trees, 36"-box-sized front yard street trees, and 20"-box-sized trees in slope areas.

6. *The safeguards necessary to protect public health, safety, and general welfare have been required for the proposed Project.*

   The proposed Project provides the safeguards necessary to protect the public health, safety, and general welfare through the Conditions of Approval, which are attached hereto and incorporated herein by this reference as Attachment 2, and mitigation measures found in Mitigated Negative Declaration No. 2398 and the included MMRP, which are incorporated herein by this reference, which will ensure that the Project is developed in compliance with City and affected service agency codes and policies and mitigates potential impacts to the environment.

Section 6. Based upon the foregoing and the entire administrative record including all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 29, 2026, the City Council adopts Mitigated Negative Declaration No. 2398 and the included MMRP, attached to this Resolution as Attachment 1 and incorporated herein by this reference, for Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014.

Section 7. Based upon the foregoing and all oral and written communication submitted by members of the public and City staff, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 29, 2026, the City Council approves Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014, subject to the Conditions of Approval attached to this Resolution as Attachment 2 and incorporated herein by this reference.

Section 8. The City Council declares that should any provision, section, paragraph, sentence, or word of this Resolution be rendered or declared invalid by any court of

competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences, and words of this Resolution shall remain in full force and effect.

Section 9. This Resolution shall take effect upon effectiveness of Ordinance No. (Next in Order), conditionally approving Planned Development Overlay (PDO) 22-05152.

Section 10. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and ***APPROVED on*** this 29th day of September 2026.

_____

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 No. (Next in Order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the 29th day of September, by the following called a vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Attachments:

1. Mitigated Negative Declaration No. 2398 and Mitigation Monitoring and Reporting Program
   Due to the size of the files, the documents are available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479
2. Conditions of Approval (Planning, Fire, Engineering, Public Works, Community Services, and Building & Safety).

ATTACHMENT 1
Mitigated Negative Declaration No. 2398 and Mitigation Monitoring and Reporting Program

Due to the size of the files, the documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479

ATTACHMENT 2
Conditions of Approval
(Planning, Fire, Engineering, Public Works, Community Services, and Building & Safety).

CITY OF PERRIS
DEVELOPMENT SERVICES DEPARTMENT
PLANNING DIVISION

RECOMMENDED CONDITIONS OF APPROVAL

Planned Development Overlay (PDO) 22-05152,
Tentative Tract Map 22-05153 (TPM-37907); and
Development Plan Review (DPR) 22-00014 **September 29, 2026**

PROJECT: Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 *(Continued from the July 15, 2026 meeting)* – A proposal to consider the following entitlements to facilitate a gated residential development on 12.8 acres, located north of Metz Road between McKimball Road and "A" Street:

1) Planned Development Overlay Zone to allow flexibility from the R-6,000 Single Family Residential development standards;
2) Tentative Tract Map to subdivide 12.8 acres into 91 residential lots; and
3) Development Plan Review for review of the site plan and building elevations.

- **GENERAL CONDITIONS:**

1. **Mitigation Monitoring Program.** The project shall fully comply with all provisions of the adopted Mitigation Monitoring and Reporting Program (MMRP) for the Initial Study/Mitigated Negative Declaration No. 2398, which shall be implemented in accordance with the listed timeline, reporting, and monitoring intervals.

2. **Tentative Tract Map (TTM) 22-05153 (TTM 37907).** There is a 24-month time limit for satisfying the conditions and recording the map after the City Council approval. A maximum of six (6) subsequent one-year time extensions may be granted by the City Council upon request by the applicant. A written request for an extension of time shall be submitted to the Planning Division at least 30 days before the expiration of the map.

3. **Approval Period for Planned Development Overlay (DP) Overlay Zone 22-05152 and Development Plan Review 22-00014.** Planned Development Overlay and Development Plan Review related to an implementing subdivision may be granted time extensions by the City Council up to a total of six (6) years beyond the original approval expiration date before the issuance of any building permits. Once a building permit has been issued, the Planned Residential Development will be considered vested, and time extensions will no longer be required. A written request for an extension of time shall be submitted to the Planning Division at least 30 days before the expiration date.

4. **Indemnification.** The developer/applicant shall indemnify, protect, defend, and hold harmless the City and any agency or instrumentality thereof and/or any of its officers, employees, and agents from any and all claims, actions, or proceedings against the City or any agency or instrumentality thereof, or any of its officers, employees, and agents, to attack, set aside, void, annul, or seek monetary damages resulting from approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board or legislative

body including actions approved by the voters of the City concerning **Planned Development Overlay (PDO) 22-05152 Zone, Tentative Tract Map (TTM) 22-05153 (TTM 37907), and Development Plan Review 22-00014.** The City shall promptly notify the applicant of any claim, action, or proceeding for which indemnification is sought and shall cooperate fully in the defense of the action.

5. **Notice of Determination**. Within five (5) days of City Council approval, the applicant shall work with Planning Staff on filing a Notice of Determination and applicable fee for the project Mitigated Negative Declaration to the Riverside County Clerk Recorder, in accordance with Section 753.5, (Title 14) of the California Code of Regulations; no project shall be operative, vested, or final until the filing fees have been paid.

- **PLANNING DIVISION**

6. **Perris Municipal Code.** The project shall conform to the development standards of the R-6,000 Zone in Chapter 19.25, the Planned Development Overlay Zone requirements in Chapter 19.59, and Parking and Loading in Chapter 16.69 of the Perris Municipal Code, as approved for this project.

7. **Expansion of Use.** The site or its use may not be expanded without subsequent reviews and approvals by the Planning Division.

8. **Conformance to Approved Plans.** Development of the project site, building elevations, colors and materials, and conceptual landscaping shall conform substantially to the plans approved by the Planning Commission on **September 2, 2026**, or as amended by final approval by the City Council. Any deviation shall require appropriate Planning Division consideration.

9. **Advisory:** Signs shall be permitted in accordance with Chapter 19.75 Sign Regulations of the Zoning Code. Signs shall be subject to separate review and assessment. A separate application and fee will be required.

Prior to Map Recordation:

10. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.

11. **Street Names Request.** The applicant shall submit a Street Names Request to the Planning Division for Planning Commission review and approval. A separate application and applicable fee shall apply.

12. **Final Map Recordation.** Prior to the recording of the Final Tract Map, the developer shall submit two separate applications and fees, one application to the Planning Division and a second application to the Engineering Department for review and approval for City Council action.

13. **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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and

benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, as applicable. Such districts may include but are not limited to the following:

a. Landscape Maintenance District No. 1;
b. Flood Control Maintenance District No. 1;
c. Maintenance District No. 84-1;
d. Perris Community Facilities Assessment District; and
e. Any other applicable City Assessment and Community Facilities Districts

14. **Homeowners Association.** The applicant shall prepare and record Covenants, Conditions, and Restrictions (CC&Rs) creating a Homeowners Association (HOA), subject to approval of the Planning Division and City Attorney's Office. The CC&Rs/HOA shall contain the following:

a. Each buyer shall sign and acknowledge that he/she has read the Constitution and By-Laws of the HOA and the CC&Rs applying to the development, including any clause pertaining to private streets and private driveways.

b. The CC&Rs shall be irrevocably written and recorded so that the maintenance is the responsibility of the HOA for the life of the project. The CC&Rs shall clearly state that the HOA officers are responsible for the enforcement of the on-street parking regulations.

c. Before the recording of the Articles of Incorporation, City Attorneys require an additional deposit to review the AOIs.

d. The By-Laws or other appropriate document of the HOA shall include the obligations of the Association concerning the maintenance of landscaping along the street frontages; primary and secondary entrances, perimeter walls and landscaping; common open space areas, including maintenance of open space parcels, maintenance of recreation areas and equipment, the clubhouse building, swimming pool, and spa; perimeter wall and entry gates, parking areas, and private streets.

e. The HOA shall also act as the Architectural Review Board for the project, strictly enforcing compliance with approved home design, materials colors, proposed additions, patio covers, etc., prior to submitting the proposed changes to Planning and Building and Safety Divisions for review and approval.

f. Vehicles parked on a residential driveway shall not encroach into the sidewalk or private street.

g. Graffiti on all exterior walls or common space buildings shall be removed within 48 hours of complaint.

h. Provide the appropriate number of dog waste stations throughout the development site and maintain them regularly.

Prior to Grading Permit Issuance:

15. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.

16. **Precise Grading Plans**. Precise grading plans shall be submitted to the City Engineer for review and approval. Grading plans shall be consistent with approved development plans.

17. **Phasing.** The final project phasing plan shall be approved by the Planning Division, Engineering Department, and Fire.

18. **Traffic Control Plan**. A Traffic Control Plan shall be submitted for approval to the City Engineer.

19. **Southern California Edison (SCE).** The developer/owner shall contact the Southern California Edison (SCE) area service planner (951-928-8323) to complete the required forms before the commencement of construction. No grading permits shall be issued until a letter from SCE is received by the City Engineer indicating that the electrical service will be placed underground.

20. **Eastern Municipal Water District (EMWD).** After the City's approval, the applicant shall also submit landscape plans to EMWD for approval and comply with required EMWD inspections. Contact EMWD at 951 928-3777, ext. 4334.

21. **Payment of Outstanding Project Balances.** The applicant or developer shall pay any outstanding project balances.

Prior to Building Permit Issuance:

22. **Recorded Map.** Tentative Tract Map 37904 shall be recorded.

23. **Mitigation Measures.** All applicable mitigation measures shall be satisfied.

24. **Model Home Complex**. A Temporary Use Permit and fee will be required for model home complex. Plans shall include the units, front yard landscaping, temporary parking lot, temporary fencing, and paved access road, and shall be subject to Planning staff review and approval.

25. **Construction Drawings.** All Planning, Public Works, and Engineering conditions of approval and mitigation measures shall be copied on the construction drawings. The Conditions shall be annotated for ease of reference (i.e. Sheet and detail numbers).

26. **School District.** The proposed project shall adhere to the standard requirements and mitigation fees established by the School District.

27. **Lighting.** Plans shall include decorative coach lighting for each home, depending on the architecture; the applicant shall work with staff on the location and appropriate lighting fixtures for each home. In addition to decorative coach lighting, the home builder must

provide lighting at all exterior doorway entrances, including the front door entrance, side-door entrances, and rear/sliding door entrances. Lighting shall consist of either coach lighting or under-soffit lighting.

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. **When Construction is Adjacent to Residential.** Construction activities and equipment maintenance are limited to weekday hours from 8:00 a.m. to 6:00 p.m. or as approved by the City Engineer and/or Building Official. No work is permitted on weekends or federal or city holidays. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.

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

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

    d. A person or persons shall be designated to monitor the dust control program and to order increased watering as necessary to prevent the transport of dust off-site. The name and telephone number of such people shall be provided to the City. Also, a board shall be placed at the subject site to include a person and phone number for the public to call in case of dirt and dust issues.

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

29. **ADA Compliance.** The project shall conform to all disabled access requirements in accordance with the State of California, Title 24, and the Federal Americans with Disabilities Act (ADA).

30. **Screening of Roof-Mounted Equipment.** No roof-mounted equipment is proposed for this project. If applicable, proper screening shall prevent public views of all HVAC equipment and roof-mounted equipment. Also, all vent pipes and similar devices shall be painted to match the building.

31. **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.

32. **Downspouts.** Exterior downspouts are not permitted on building elevations facing the public right-of-way unless they are used as a decorative feature on the home or clubhouse. Otherwise, direct downspouts away from the façade of the home or clubhouse.

33. **Trash Enclosures.** If required for the Clubhouse, the trash enclosure shall be screened with landscaping (vines and shrubs) and provide decorative solid trellis cover per the development plans presented to the Planning Commission. Furthermore, the trash enclosure location shall have an ADA path of travel from each building to the trash enclosure it is meant to serve.

34. **Utilities.** If applicable, all utilities such as cable TV and electrical distribution lines (including those that provide direct service to the project site and/or currently exist along public right-of-way) adjacent to the site shall be placed underground, except for electrical utility lines rated at 65kv or larger.

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

36. **Floor Plan Requirements:** The applicant shall submit the plans to Planning staff for review and approval. Plans shall comply substantially with the plans approved by the City Council. To facilitate the potential future conversion of a bedroom to a Junior Accessory Dwelling Unit (JADU), the following requirement shall also apply:

    a. **Future JADU Conversion:** Prior to issuance of building permits for each proposed residence, the final floor plans shall identify the bedroom intended for potential future conversion to a JADU. The floor plan shall demonstrate that the proposed configuration is designed to facilitate a future JADU conversion consistent with the applicable requirements of the Perris Municipal Code and State law. Any future JADU conversion shall be subject to the City's applicable review and permitting requirements and the regulations in effect at the time of application.

37. **Building Elevation Requirements.** The applicant shall submit the final fence and wall plans to Planning staff for review and approval. Plans shall comply substantially with the plans approved by the City Council. Revise the building elevations such that the plans incorporate the following:

    a. **Enhanced Elevations.** Residences visible to adjacent roadways and all corner lots shall have enhanced elevations as provided on the approved plans.

    b. **Modern Farmhouse Elevation.** The "Day Spa" color shall be used as an accent color instead of the primary color.

38. **Landscape and Irrigation Plans.** Submit three (3) copies of the landscape and irrigation plans to the Planning Division for review and approval. Design modifications may be required as deemed necessary. A separate application and applicable fee are required. Landscape plans shall comply substantially with the conceptual plans approved by the City Council. The plans shall be prepared by a California-registered Landscape Architect and conform to the requirements of Chapter 19.70 – Landscaping of the Perris Municipal Code. The following shall be included:

    a. **Street Frontages.** All landscaping fronting onto the perimeter of the project site and adjacent to the surrounding streets shall consist of tiered plant materials subject to

Planning staff review and approval.

b. **EMWD.** Landscape plans shall be submitted concurrently to the Eastern Municipal Water District (EMWD) for review and approval.

c. **BMPs for Water Quality.** All BMPs (vegetated swales, etc.) shall be shown on the landscape plans with appropriate planting and irrigation. Trees shall be planted as closely as possible to screen the bio-retention areas.

d. **Water Conservation.** Landscaping must comply with AB 325 for water conservation. Refer to Chapter 19.70 – Landscaping, for water conservation calculations (MAWA).

e. **Maintenance.** All required landscaping shall be maintained in a viable growth condition for the project's life.

f. **Irrigation Rain Sensors**. Rain-sensing override devices shall be required on all irrigation systems (PMC 19.70.040.D.16.b) for water conservation. Soil moisture sensors are required.

g. **Uplighting**. Uplighting of project entrance trees and landscaping shall be provided on both sides of the entrance driveway on "A" Street.

h. **Evergreen Tree Requirement.** The developer shall provide two (2) 15-gallon evergreen trees per lot in the rear setback along the property lines of Lots 7 through 16.

i. **Entry Roundabout.** The developer shall enhance the entry roundabout with the appropriate plant materials including trees, accent plants or similar treatments subject to Planning Staff approval.

j. **Palm Trees.** The developer shall replace the palm trees around the clubhouse and pool deck with an alternative tree species.

k. **Dog Park Landscaping.** The developer shall provide a suitable grass or turf surface within the dog park, subject to review and approval by Planning staff. Additionally, a shade structure/shade sail shall be provided within the park to provide shade for visitors.

l. **Project Entry Monument Sign.** The developer shall redesign and embellish the monument sign and enhance it with a planter box underneath the sign along with uplighting.

39. **Fence and Wall Plan Requirements.** The applicant shall submit the final fence and wall plans to Planning staff for review and approval. Plans shall comply substantially with the plans approved by the City Council. Revise the fence and wall plan such that the plan incorporates the following:

a. **Tubular Steel Fence.** Decorative pilasters and caps shall be added at prominent corners and throughout the tubular steel fencing to break up the massing.

b. **Perimeter Wall Pilasters.** Pilasters shall consist of split-face block wall or other decorative material of a color complementary to the perimeter wall, subject to Planning

staff review and approval.

c. **Dog Park Fencing.** The welded-wire steel fencing around the dog park shall be replaced with black tubular steel fencing. Additionally, fencing shall be provided within the dog park to provide a separate area for large and small dogs.

d. **Additional Fencing.** Additional fencing shall be consistent with height, colors and materials approved for this project. Any additional fencing not shown on the plans shall be reviewed and approved by Planning staff. Chain-link fencing and other nondecorative fencing are not allowed.

e. **Fencing for Private Space.** All fencing shall be made of high-quality vinyl

f. **Graffiti.** All decorative masonry walls shall be treated with a graffiti-resistant coat.

g. **Knox Boxes.** Knox boxes are required for all gates and shall be approved by the Fire Marshal and issued by the Building Division.

40. **Photometrics Plan (Site Lighting Plan).** The applicant shall submit a Photometrics Plan to the Planning Division for review and approval. Full cut-off, low sodium fixtures shall be used to prevent light and glare above the horizontal plane of the bottom of the lighting fixture. A minimum of one (1) foot-candle of light shall be provided in parking and pedestrian area by the clubhouse. Street lighting shall comply with Engineering requirements.

41. **Fees.** The developer shall pay the following fees before the issuance of building permits:

a. Stephen's Kangaroo Rat Mitigation Fees.

b. Multiple Species Habitat Conservation Plan fees.

c. Current statutory school fees to all appropriate school districts.

d. Any outstanding liens and development processing fees owed to the City.

e. Park Development Impact fee.

f. City Development Impact fees.

g. Transportation Uniform Mitigation Fees (TUMF).

h. Appropriate City Development Impact Fees in effect at the time of development.

During Construction:

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

Prior To Issuance of Occupancy Permits

43. **Model Home Complex**. Front yard landscaping, temporary parking lot, temporary fencing, and paved access road shall be constructed and installed before the project's completion of the model home complex.

44. **On-Site Landscape Inspections.** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for a final landscape inspection after all the landscaping and irrigation have been installed and are completely operational. Before calling for a final inspection, submit the "Certificate of Compliance" form completed and signed by the designer/auditor responsible for the project to the Project Planner.

45. **Final Inspection.** The applicant shall obtain occupancy clearance from the Planning Division by scheduling a final Planning inspection after final sign-offs from the Building Division and Engineering Department. Planning staff shall verify that all pertinent conditions of approval have been met. The applicant shall have all the required paving, parking, walls, site lighting, landscaping, and automatic irrigation installed and in good condition.

Operational Conditions:

46. **Property Maintenance.** The project shall comply with the provisions of Perris Municipal Codes 7.42 regarding Landscape Maintenance, and Chapter 7.06 regarding Property Maintenance. In addition, the project shall comply with the one-year landscape maintenance schedule. In addition, the project shall comply with the one-year landscape maintenance schedule identified in the Public Works Department Conditions of Approval No. 5 dated **August 23, 2024.**

47. **Temporary Uses.** Per Chapter 19.60 of the City of Perris Municipal Code, any outdoor use of the common space for special events that will require temporary structures or tents shall be required to apply for a Temporary Use Permit as described in Section 19.60.060 of the City of Perris Municipal Code.

48. **Graffiti and Property Maintenance.** The project shall comply with the Perris Municipal Code Chapter 7.06 regarding property maintenance for all HOA-maintained fences, walls, and buildings and Chapter 7.26 regarding graffiti removal. The site shall be maintained in a graffiti-free condition at all times. Remove graffiti on site within 48 hours. Graffiti shall be painted over panels, not patches. In addition, it will match the color of the wall or material surface. Furthermore, the applicant shall apply an anti-graffiti coating on the walls.

- **ENGINEERING DEPARTMENT**

49. The project shall adhere to the requirements of the City Engineer, as indicated in the attached Engineering Conditions of Approval dated **August 6, 2026**. The City Engineer shall review and approve on- and off-site improvement plans.

- **PUBLIC WORKS DEPARTMENT**

50. The project shall adhere to the requirements of the Public Works Administration Department as indicated in the attached Conditions of Approval dated **August 23, 2024.**

- **COMMUNITY SERVICES DEPARTMENT**

51. The project shall adhere to the requirements of the Community Services Department as indicated in the attached Conditions of Approval dated **October 16, 2023**.

- **BUILDING & SAFETY DIVISION**

52. The project shall adhere to the Building & Safety Division requirements as indicated in the attached Conditions of Approval dated **April 14, 2026**.

- **BUILDING OFFICIAL/FIRE MARSHAL**

53. The proposed project shall adhere to all Building Official/Fire Marshal requirements. Fire hydrants shall be located on the project site pursuant to the Building Official and the approved Fire Access Plan. Water, gas, sewer, electrical transformers, power vaults, and separate fire/water supply lines (if applicable) must be shown on the final set of construction plans pursuant to the requirements of the Building Official. All Conditions of Approval shall be included in the building plans. See the City of Perris website, Office of the Fire Marshal, for examples and relevant information for access and the underground plan available at: http://www.cityofperris.org.

- **FIRE MARSHAL**

54. Prior to the to the issuance of a grading permits a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.

55. Prior to the to the issuance of a grading permits, evidence of sufficient fire flow of 1500 GPM for 2 hours shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Available/Fire Flow Form shall be utilized.

56. A fire department access road complying with the CFC, Chapter 5 and the approved fire department access plans shall be installed prior to building construction.

57. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction.

58. All required fire hydrants shall be readily visible and immediately accessible. A clear space of not less than 3-feet shall be maintained at all times.

59. The permanent building address shall be provided and either internally or externally lighted during hours of darkness. The address shall be clearly visible from the street fronting the property and comply with California Fire Code Section 505.1 for size and color.

60. All buildings shall be provided with an automatic fire sprinkler system in accordance with NFPA 13 and NFPA 13D for single-family residential buildings. Construction plans shall be submitted for review and approval to the City of Perris prior to installation

- **RIVERSIDE COUNTY AIRPORT LAND USE COMMISSION**

60. The project shall comply with Airport Land Use Commission Conditions of Approval dated August 11, 2026 as listed below:

    a. Any new outdoor lighting that is installed shall be hooded or shielded so as to prevent either the spillage of lumens or reflection into the sky. Outdoor lighting shall be downward facing.

    b. The following uses/activities are not included in the proposed project and shall be prohibited at this site:

        i. Any use which would direct a steady light or flashing light of red, white, green, or amber colors associated with airport operations toward an aircraft engaged in an initial straight or circling climb following takeoff or toward an aircraft engaged in a straight or circling final approach toward a landing at an airport, other than a DoD or FAA-approved navigational signal light or visual approach slope indicator.

        ii. Any use which would cause sunlight to be reflected towards an aircraft engaged in an initial straight or circling climb following takeoff or towards an aircraft engaged in a straight or circling final approach towards a landing at an airport.

        iii. Any use which would generate smoke or water vapor, or which would attract large concentrations of birds, or which may otherwise affect safe air navigation within the area. (Such uses include landscaping utilizing water features, aquaculture, production of cereal grains, sunflower, and row crops, composting operations, wastewater management facilities, artificial marshes, trash transfer stations that are open on one or more sides, recycling centers containing putrescible wastes, construction and demolition debris facilities, fly ash disposal, and incinerators.)

        iv. Any use which would generate electrical interference that may be detrimental to the operation of aircraft and/or aircraft instrumentation.

        v. Hazards to flight

    c. The attached notice shall be provided to all prospective purchasers of the property and tenants of the building, and shall be recorded as a deed notice.

    d. Any proposed detention basins or facilities shall be designed and maintained to provide for a maximum 48-hour detention period following the design storm, and remain totally dry between rainfalls. Vegetation in and around the detention basins that would provide food or cover for birds would be incompatible with airport operations and shall not be utilized in project landscaping. Trees shall be spaced so as to prevent large expanses of

contiguous canopy, when mature. Landscaping in and around the detention basin(s) shall not include trees or shrubs that produce seeds, fruits, or berries.

Landscaping in the detention basin, if not rip-rap, should be in accordance with the guidance provided in ALUC "LANDSCAPING NEAR AIRPORTS" brochure, and the "AIRPORTS, WILDLIFE AND STORMWATER MANAGEMENT" brochure available at RCALUC.ORG which list acceptable plants from Riverside County Landscaping Guide or other alternative landscaping as may be recommended by a qualified wildlife hazard biologist.

A notice sign, in a form similar to that attached hereto, shall be permanently affixed to the stormwater basin with the following language: "There is an airport nearby. This stormwater basin is designed to hold stormwater for only 48 hours and not attract birds. Proper maintenance is necessary to avoid bird strikes". The sign will also include the name, telephone number or other contact information of the person or entity responsible to monitor the stormwater basin.

f. March Air Reserve Base must be notified of any land use having an electromagnetic radiation component to assess whether a potential conflict with Air Base radio communications could result. Sources of electromagnetic radiation include radio wave transmission in conjunction with remote equipment, including irrigation controllers, access gates, etc.

g. The project has been evaluated to subdivide 12.8 acres into 91 single-family residential lots; any change in use to any higher intensity use, change in building location, or modification of the tentative parcel map lot lines and areas will require an amended review to evaluate consistency with the ALUCP compatibility criteria**,** at the discretion of the ALUC Director.

END OF CONDITIONS

CITY OF PERRIS

ENGINEERING DEPARTMENT

CONDITIONS OF APPROVAL

August 6, 2026

PLN 22-05153 – TTM 37907
PLN 22-00014 – DPR
PLN 22-05152 – PDO
NWC Metz Road and A Street - (Pacific Lantana)
91 Single-Family Detached Residential Units

With respect to the Conditions of Approval for the above referenced project, the City of Perris requires that the developer provide the following street improvements and/or road dedications in accordance with the City of Perris Municipal Code Title 18. It is understood that the site plan correctly shows all existing and proposed easements, traveled ways, rights-of-way, and drainage courses with appropriate Q's and that their omission may require resubmittal for further consideration. These Ordinances and the following conditions are essential parts and requirements occurring in one is as binding as though occurring in all. They are intended to be complimentary and to describe the conditions for a complete design of the improvements. Unless otherwise noted, all offsite improvements as conditions shall be installed prior to issuance of any occupancy permits. All questions regarding the true meaning of the conditions shall be referred to the City Engineer's office.

In the event of a conflict between any conditions stated below, those imposed by Planning Department and others, and requirements identified in the approved Traffic Impact Analysis, the most stringent in the opinion of the City shall prevail.

General Conditions:

1. The project grading shall be in a manner to perpetuate existing natural drainage patterns. Any deviation from this, concentration or increase in runoff must have approval of adjacent property owners and City Engineer. The developer/property owner shall accept the offsite runoff and convey to acceptable outlet.

2. Prior to commencement of any construction or installation of fencing in public right-of-way, an encroachment permit shall be obtained from the City Engineer's office.

3. In the event that external agencies must review the plans and inspect improvements, the developer/property owner shall be responsible to pay the respective plan check and inspection fees.

4. All trenches shall be securely covered with steel plates until permanent backfill and street repairs have been completed per City of Perris Standards; temporary backfill of trenches is not acceptable.

5. Construction activities are limited to weekdays from 8:00 AM to 6:00 PM or as approved by the City Engineer and/or Building Official. No work is permitted on weekends or federal or city holidays. Non-noise-generating activities (e.g., interior painting) are not subject to these restrictions.

6. The contractor shall provide written notification to all adjacent property owners and occupants at least 7 days prior to the start of construction activities.

7. Prior to the start of any earthwork, grading, or construction activity on the project site, the developer/property owner shall verify in the field the location and ownership of any existing fence, wall or retaining structure situated on or along a shared property line with an adjacent parcel. The developer/property owner shall obtain a signed agreement from each adjacent property owner, which shall identify the scope of work and acknowledge that any shared structure may be impacted, damaged, removed, or require modification as a result of earthwork, grading, construction activity or as required by project conditions of approval to be fully restored to equal or better condition. A copy of each fully executed agreement shall be provided to the City Engineer prior to issuance of any permit. The city shall not be responsible for resolving any disputes between private property owners regarding existing or shared improvements.

8. The developer/property owner shall provide for all traffic mitigation measures and improvements as depicted in the Traffic Impact Analysis prepared by Albert A. Webb Associates, and as conditioned below as approved by the City Engineer including but not limited to:

    a. One point of access/driveway is permitted on A Street.
        i. This driveway shall allow for full vehicular access.
        ii. The driveway shall be stop controlled for eastbound traffic.

    b. Emergency Vehicle Secondary Access is permitted on McKimball Road and shall be approved by the City's Fire Marshall.

c. A Street (Secondary Arterial 94′/64′), along the property's frontage including necessary transitional zone south of Metz Road within dedicated right-of-way, shall be improved to provide for the following improvements:
    i. 6 inch curb and gutter 32 feet west of centerline.
    ii. New pavement from the new curb and gutter to the existing easterly edge of pavement using a TI of 9.0, minimum pavement structural section shall be 8 inch Asphalt Concrete PG70-10 over 12 inch Class II Aggregate Base.
    iii. The parkway shall be 15 feet wide consisting of an 8-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 7 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
    iv. The taper lengths of the transitional zone shall be constructed southbound after Metz Road in accordance with the Caltrans Highway Design Manual, as determined by the project's Traffic Engineer and approved by the City Engineer. Any necessary street widening south of Metz Road along the west side of A Street shall be constructed to accommodate lane tapering.

d. Metz Road (Collector Road 66′/44′), along the property's frontage within dedicated right-of-way, shall be improved to provide for the following improvements:
    i. 6 inch curb and gutter 22 feet north of centerline.
    ii. New pavement from the new curb and gutter to the existing southerly edge of pavement using a TI of 8.0, minimum pavement structural section shall be 7 inch Asphalt Concrete PG70-10 over 10 inch Class II Aggregate Base.
    iii. The parkway shall be 11 feet wide consisting of a 6-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 5 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

e. McKimball Road (Local Road 60′/40′), along the property's frontage within dedicated right-of-way shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 20 feet east of centerline.
    ii. New pavement from the new curb and gutter to the existing westerly edge of pavement using a TI of 7.0, minimum pavement structural section shall be 6 inch Asphalt Concrete PG70-10 over 8 inch Class II Aggregate Base.
    iii. The parkway shall be 10 feet wide consisting of a 6-foot-wide sidewalk at property line as approved by City Engineer, Planning Department and Public Works Department, 4 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

f. Onsite private local roadways (44'/36') shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 18 feet located on both sides of the centerline.
    ii. New pavement from the new curb and gutter to the existing westerly edge of pavement using a TI of 6.0, minimum pavement structural section shall be 4 inch Asphalt Concrete PG70-10 over 6 inch Class II Aggregate Base.
    iii. The parkway shall be 4 feet wide consisting of a 4-foot-wide sidewalk, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.
    iv. Parking shall be provided as directed by the City's Fire Marshall.

g. Private gated entry roadway (82.5'/50') shall be improved to provide for the following improvements:
    i. A 6 inch curb and gutter 25 feet located on both sides of the centerline.
    ii. 42 feet of new pavement using a TI of 6.0, minimum pavement structural section shall be 4 inch Asphalt Concrete PG70-10 over 6 inch Class II Aggregate Base.
    iii. An 8-foot wide median shall be constructed per preliminary grading plan.
    iv. The parkway shall be 16.25 feet wide consisting of a 5-foot-wide sidewalk, 11.25 feet of landscaping, and streetlights subject to the result of a photometric study prepared by a Registered Electrical Engineer per City of Perris, County of Riverside and Caltrans standards.

h. The developer/property owner shall pay to the City $150,000 for their fair share contributions towards traffic signal installation improvements at the intersection of A Street and Metz Road.

   As an interim traffic mitigation measure until traffic signal is installed, the developer/property owner shall install signing and striping improvements to create an all-way stop at the intersection of A Street and Metz Road. Stop and Stop Ahead signs shall be solar-powered flashing LED as approved by the City Engineer.

i. A "Case A" curb return per Riverside County Standard 403 shall be installed at the northeast corner of Metz Road and McKimball Road as approved by the City Engineer.

j. A "Case A" curb return per Riverside County Standard 403 shall be installed at the northwest corner of Metz Road and A Street as approved by the City Engineer.

9. The driveways shall be per County of Riverside Standard No. 207A and shall include wet set concrete truncated domes in compliance with ADA standards and requirements. The driveways curb returns shall be within the property limits and shall not infringe on adjacent properties.

10. The developer/property owner shall provide for all drainage mitigation measures and improvements as depicted in the Preliminary Drainage Study prepared by KWC Engineers, and as conditioned below as approved by the City Engineer including but not limited to:

    a. The developer/property owner shall install a catch basin along the property frontage on Metz Road to collect all off-site runoff. A minimum 18" off-site RCP shall be installed to convey drainage to the east along the north side of Metz Road at a minimum of 2 feet depth from surface. The ultimate point of discharge shall be at a minimum 500 feet east of the Centerline of A Street or as approved by the City Engineer.

    b. Drainage and flood control facilities and improvements shall be provided in accordance with Riverside County Flood Control and Water Conservation District (RCFCD) and the City of Perris requirements and standards.

    c. The developer/property owner shall construct necessary improvements that protects the site from offsite flows as directed and approved by the City Engineer and RCFCD.

d. Construction of drainage facilities including catch basins and minimum 18" RCP at all public street intersections to eliminate runoff from all cross gutters will be required.

e. The Perris Valley MDP Lateral P-4 on A Street shall be constructed from the detention basin at the northeast corner of the property and shall continue east to its ultimate point of discharge at the Metz Detention Basin. All tributary runoff along the frontage of the property shall be collected and conveyed via an underground drainage system to the MDP Lateral P-4 for 100-year runoff.

f. A drainage easement shall be provided for the storm drain within the property described as APN 311-040-013 as described above for the Perris Valley MDP Lateral P-4 storm drain system.

g. The project site is in Perris Valley Area Drainage Plan (ADP) and subject to payment of ADP fee.

h. Catch basin inserts shall be provided and approved by the Public Works Department.

11. An encroachment permit shall be obtained for any work that is to be performed within the RCFCD right-of-way or impacting District facilities. The encroachment permit application shall be processed and approved concurrently with the improvement plans.

12. A Preliminary Water Quality Management Plan (PWQMP) was prepared for the proposed project site. All PWQMP's were determined to be in substantial compliance, in concept, with the 2012 Riverside County WQMP Manual requirements. The following conditions apply:

    a. The development shall be subject to all provisions of City of Perris Ordinance Number 1194, which establishes stormwater/urban runoff management and discharge controls to improve water quality and comply with federal regulations and any subsequent amendments, revisions, or ordinances pertaining to thereto.

    b. The structural Best Management Practices (BMPs) selected for this project have been approved in concept. The owner shall submit a final WQMP including plans and details providing the elevations, slopes, and other details for the proposed structural BMPs. The Engineering Department shall review and approve the final addendum WQMP text, plans, and details.

13. The developer/property owner acknowledges that the Eastern Municipal Water District (EMWD) conducts a separate review and conditioning process independent of the City's review and approval procedures. The developer/property owner understands that, as noted in typical EMWD Will Serve Letter, additional requirements for service from EMWD may include but are not limited to: plan checks, facility construction, inspections, jurisdictional annexation, and payment of financial participation charges. Therefore, to define EMWD requirements, the developer/property owner shall continue to coordinate with EMWD's Development Services Department to understand the necessary service arrangements and to prepare Facility Design Conditions (DCs), Recycled Water Use Plan/Exhibits (RWUP/RWUEs), including any City conditions related to concrete intersections or driveways that may require EMWD facilities or the extension of facilities beyond the concrete limits.

    The developer/property owner further understands that the approved EMWD DCs must be obtained from EMWD prior to any plans being submitted to the City.

    The developer/property owner shall work with EMWD to provide at a minimum the below facilities:

    a. Recycled water facilities as conditioned by EMWD
    b. Sewer facilities as conditioned by EMWD
    c. Potable water facilities as conditioned by EMWD

14. The developer/property owner shall submit the following to the City Engineer, Fire Department, Eastern Municipal Water District (EMWD), Riverside County Flood Control District (RCFCD) as applicable, for review and approval:

    a. Grading Plan and Erosion and Sediment Control Plans
    b. Street and Storm Drain Improvement Plans
    c. Signing and Striping Plans
    d. Water and Sewer Improvement Plans
    e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
    f. Geotechnical Report
    g. Hydrology and Hydraulic Report
    h. Final WQMP
    i. Traffic Control Plans

    The design shall be in conformance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

15. The developer/property owner shall coordinate improvements with adjacent proposed and approved developments.

16. In the event that the electrical cables are under 66 kV, the existing power poles on A Street along the property frontage shall be removed, and the electrical and communication cables shall be placed underground.

    If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening.

    The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition.

17. The owner/developer shall be responsible for the redirection and relocation of existing power poles on McKimball Road along the property frontage, to accommodate the roadway widening.

18. 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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, 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. Perris Community Facilities Assessment Districts; and
    e. Any other applicable City Assessment, Community Facilities Districts

Prior to Recordation of the Tract Map:

19. The developer/property owner shall have the aforementioned improvement plans and Tract map approved, executed subdivision agreement and posted securities prior to map recordation.

20. The tract map shall be filed with the City and processed for review, approval, and subsequent recordation.

21. The following easements and/or rights-of-way shall be offered for dedication to the public or other appropriate agencies in perpetuity and shall continue in force until the City or the appropriate agency accepts or abandons such offers:

    a. A Street is classified as a Secondary Arterial (94′/64′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on A Street to accommodate a 47-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    b. Metz Road is classified as a Collector Road (66′/44′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on Metz Road to accommodate a 33-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    c. McKimball Road is classified as a Local Road (60′/40′), per the General Plan. Adequate right-of-way shall be dedicated along the property frontage on McKimball Road to accommodate a 30-foot half-width right-of-way, as determined and approved by the Planning Department, Public Works Department, and the City Engineer.

    d. Property line corner cutbacks shall be dedicated per County of Riverside Standard No. 805.

    e. A drainage easement shall be dedicated as described in condition 10 for the private drainage course.

    f. If applicable, easements shall be dedicated to public utilities and emergency vehicle access for all private streets and drive-isles.

    All dedications shall be free from all encumbrances as approved by the City Engineer.

22. The developer/property owner shall relinquish and waive rights of access along the property frontage on A Street, Metz Road, and McKimball Road, except for the access openings per the approved Tentative Tract Map 37907.

23. In the event that offsite easements or rights-of-way are required to complete offsite improvements, the developer/property owner shall make a good faith effort to acquire the required property interest for construction of the improvements and if the developer/property owner shall fail to do so, the developer/property owner shall enter into an agreement with the City for acquisition of the easements or rights-of-way. The agreement shall provide for payment by the developer/property owner of all costs incurred by the

City to acquire the offsite property interests required in connection with the subdivision. Security of a portion of these costs shall be in the form of a cash deposit in the amount given in an appraisal report obtained by the developer/property owner (at developer/property owner cost). The appraiser shall be approved by the City prior to commencement of the appraisal.

24. The following statement shall be added to the Map:

    "Notice of drainage fees" Notice is hereby given that this property is in the Perris Valley Area Drainage Plan (ADP), which was adopted by the City of Perris pursuant to Ordinance and Section 66483, et seq, of the Government Code and that said property is subject to fees for said drainage area. Notice is further given that, pursuant to Ordinance 13-01, payment of the drainage fees shall be paid to the City of Perris prior to issuance of the building permit, and that the property owner prior to issuance of the building permit, shall pay the fee required at the rate in effect at the time of issuance of the actual permit.

25. 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, or provision shall be made satisfactory to the City for providing these services in the applicable district. The costs and benefits shall be described in the applicable district and annexation documents. The developer shall complete all applicable annexations prior to issuance of any grading permit, issuance of any building permit, or recordation of a Final Map, whichever occurs first. In addition to districts that exist as of the date of project approval, this condition shall include later-formed districts provided that such districts are in existence as of the time of issuance of any grading permit or building permit for the project, 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. Perris Community Facilities Assessment Districts; and
    e. Any other applicable City Assessment, Community Facilities Districts

Prior to Issuance of Grading Permit:

26. The design for tributary and treated onsite runoff shall be collected and connected via underground storm drain facility, to Perris Valley Master Drainage Facilities as stated in Condition 10 as approved by the City Engineer.

27. To mitigate impacts related to pollutant loading to receiving waters and/or increased erosion/siltation resulting from the long-term operation of the project, the developer/property owner shall develop, submit to the City for review and approval, and implementation of the Final WQMP (FWQMP). The FWQMP shall contain measures that will effectively treat all pollutants of concern and hydrologic conditions of concern, consistent with the PWQMP and developed in compliance with the Municipal Separate Storm Sewer System (MS4) permit. The FWQMP shall specifically identify pollution prevention, source control, treatment control measures, and other Best Management Practices (BMPs) that shall be used on-site to control predictable pollutant runoff to reduce impacts to water quality to the maximum extent practicable. The FWQMP shall substantially comply with site design, source control, and treatment control BMPs proposed in the approved PWQMP.

28. The developer/property owner shall submit the following to the City Engineer, Fire Department, EMWD, and RCFCD as applicable, for review and approval:

    a. Grading Plan and Erosion and Sediment Control Plans
    b. Street and Storm Drain Improvement Plans
    c. Signing and Striping Plans
    d. Water and Sewer Improvement Plans
    e. Street Light Plans prepared by a registered Electrical Engineer per City of Perris Safety Lighting Standards
    f. Geotechnical Report
    g. Hydrology and Hydraulic Report
    h. Final WQMP
    i. Traffic Control Plans

    The design shall be in conformance with EMWD, RCFCD, Riverside County Transportation Department, Caltrans, City of Perris and ADA most recent standards, criteria and requirements in effect at the time of construction and shall be coordinated with the approved plans of the adjacent developments.

Prior to Issuance of Building Permit:

29. The developer/property owner shall process Tract Map 37907 with the City for review and approval and subsequent recordation.

30. The project site is located within the limits of Perris Valley Area Drainage Plan (ADP), for which drainage fees have been adopted by City. Drainage fees shall be set forth under the provisions of the "Rules and Regulations of Administration of Area Drainage Plan". Acreage for the project site's impervious area shall be provided.

31. Paved access shall be provided to the proposed buildings per the Precise Grading Plans.

32. The developer/property owner shall submit a compaction certification from the Soils Engineer in compliance with the approved geotechnical/soils report and an elevation certification from the Engineer of Record in compliance with the approved plans.

Prior to Issuance of Certificate of Occupancy:

33. The developer/property owner shall complete the construction of all public improvements, including but not limited to roadway improvements and drainage improvements, as specified above and accepted by the City.

34. The Developer/Property Owner shall pay to the City $150,000 for their fair share contributions towards traffic signal installation improvements at the intersection of A Street and Metz Road.

    As an interim traffic mitigation measure until traffic signal is installed, the Developer/Property Owner shall install signing and striping improvements to create an all-way stop at the intersection of A Street and Metz Road. Stop and Stop Ahead signs shall be solar-powered flashing LED as approved by the City Engineer.

35. The developer/property owner shall provide utility trench surface repair per City of Perris standards as directed by the City Engineer.

36. In the event that the electrical cables are under 66 kV, the existing power poles on A Street along the property frontage shall be removed, and the electrical and communication cables shall be placed underground.

    If the electrical cables exceed 66 kV, the existing power poles shall be relocated to accommodate the roadway widening.

    The developer/property owner shall provide an analysis from a utility consultant verifying compliance with this condition.

37. The developer/property owner shall be responsible for the redirection and relocation of existing power poles on McKimball Road along the property frontage, to accommodate the roadway widening.

38. Associated existing signing and striping shall be refreshed and any appurtenances damaged or broken during the development of this project shall be repaired or removed and replaced by the developer/property owner to the satisfaction of the City Engineer. Any survey monuments damaged or destroyed shall be reset by qualified professional pursuant to the California Business and Professional Code 8771.

Prior to City Acceptance of Public Improvements:

39. The Developer/Property Owner shall maintain, at its sole cost and expense, all public improvements constructed pursuant to this approval, including but not limited to: roadway improvements, drainage facilities, streetlights, traffic signals, and landscaping, for a period of one (1) year following reduction of the improvement security, and/or completion of all punch list items.

40. The Developer/Property Owner shall provide "As-Builts" to the City Engineer.

CITY OF PERRIS
PUBLIC WORKS DEPARTMENT

MEMO

Date: August 23, 2024

To: Mathew Evans, Planner

From: Jessica Galloway, Special Districts Supervisor

By: Chris Baldino, Landscape Inspector

Subject: **DPR 22-00014 – Conditions of Approval** - Proposal to subdivide 12.80 acres into 91 single-family lots located at the northwest corner of "A" Street and Metz Road.

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1. **Dedication and/or Landscape Maintenance Easement.** Offer of Dedication and Landscape Maintenance Easement for City landscape maintenance district shall be provided as follows:
   - **"A" Street** - Provide offer of dedication as needed to provide for full half width Street (94' ROW (47' half-width), curb gutter, 10' wide shared use sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 15' public parkway.
   - **Metz Road** - Provide offer of dedication as needed to provide for full half width Street (66' ROW (33' half-width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 11' public parkway from face of curb.
   - **McKimball Road** - Provide offer of dedication as needed to provide for full half width Street (60' ROW (30' half-width), curb gutter, sidewalk, and off-site landscaping requirements, per City General Plan, including minimum 10' public parkway from face of curb.
   - Provide offer of dedication and landscape maintenance easement as needed to match parkway width of adjacent development. Match distance shall be made from face of curb, and shall provide for matching, curb gutter, sidewalk, and off-site landscaping requirements, if existing parkway is greater than standard City General Plan width shown on Circulation element, including minimum 20' public parkway from face of curb from Metz Road north to the existing adjacent development along A Street.

2. **Landscape Maintenance Easement and Landscape Easement Agreement -** The developer shall provide, for review and approval, an Offer of Dedication and certificate of acceptance, complete with legal plat map and legal description to the City of Perris. In addition, if required by the City of Perris, the Developer shall provide a landscape easement and Landscape easement agreement, acceptable to the City of Perris. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

3. **Landscaping Plans**. Three (3) copies of a Site Responsibility Maintenance Exhibit shall be submitted prior to submitting the Landscape Plans for approval. This site plan shall be titled "Site Responsibility Maintenance Exhibit for **DPR22-00014"** and identify, with different colors, each area and who will be responsible for the maintenance, such as LMD, HOA, or Private, on the plans. Provide a legend with different colors for each area with square footage. Provide a matrix complete with quantities for off-site trees, shrub, mow curb, irrigation controller with number of stations. Three (3) copies of Construction Landscaping and Irrigation Plans for the off-site landscaping, including any medians or other landscape areas along the dedications shall be submitted to the Planning Department for approval and shall be accompanied by the appropriate filing fee. The landscape and irrigation plan shall be prepared by a registered landscape architect and conform to the requirements of Chapter 19.70 of the Municipal Code. The location, number, genus, species, and container size of the plants shall be shown. This landscape plan shall be titled "Off-site Landscape Plan for DPR22-00014" and shall be exclusive of any private property, on-site landscaping. Elements of the Landscape Plan shall include but not be limited to:

   a. Landscape Limits – Limits of right-of-way areas or easement areas, defined by concrete mow curb, fully dimensioned, that are to be annexed into the Landscape Maintenance District. A planting palette and hardscape plan intended to meet the design intent of the Landscape Guidelines in effect for the area; or if no such guidelines exist the design intent of neighboring development, as determined by the Engineering Administration and Special Districts Division, including:

   - **'A' Street** –Tree Primary: Searsia lancea African Sumac, Secondary (accent tree): Lagestromia-Indian Tribe Varieties in alternating groups of three. Use drought resistant shrubs and ground cover including but not limited to the following: Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Rosa red Ribbons (Groundcover Rose).

- **Metz Road-** Gleditisia Thornless Honey Locust. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Lantana sellowiana Trailing Lantana.
- **McKimball Road –** Cupaniopsis Anacardioides Carrot Wood. Use drought resistant shrubs and ground cover intended to complement the parkways proposed for A Street, including but not limited to the following following Lilly of the Nile (Agapanthus Africanus), Red Yucca, Red Hot Poker, Rhaphiolepsis Indica Indica, (Indian Hawthorn), Iceberg Rose, Lantana sellowiana Trailing Lantana.

b. Irrigation – A list of irrigation system components intended to meet the performance, durability, water efficiency, and anti-theft requirements for Special District landscape areas as determined by the Special Districts Division. Components shall include, but not be limited to Rainbird XBT-20PC w/ Diffuser, or equal on flexible PVC risers, Sentry Guard Cable Guard and Union Guard, and backflow Wilkens Model 375 (or equal). The controller shall include an ET based controller with weather station that is centrally controlled capable and wi-fi ready (Weather Trak Pro3, or equal, with Rain Sensor). At the discretion of the Special Districts Division public landscape areas utilizing no more than 6 valves/stations, programmed to irrigate consecutively, and none simultaneously, may propose the use of an alternative ET based controller with weather station that is centrally controlled capable and wi-fi ready, such as the Weathermatic System or equal. The proposed system shall be complete with wireless weather station, aircard with flow, one year bundle service, blade antenna and flow sensor, and ET programmed.

c. Benefit Zone Quantities – Include a Benefit Zone quantities table (i.e. SF of planting areas, turf, number of trees, SF. of hardscape, etc.) in the lower right-hand corner of the cover sheet for off-site landscape areas, indicating the amount of landscaping the district will be required to maintain.

d. Meters – Each District is required to be metered separately. A meter cannot be shared between Flood Control District #1, Landscape Maintenance District #1, and/or Lighting Maintenance District 84-1, nor can a meter servicing on-site improvements be used to provide water and/or power to off-site improvements. All electrical and water meters shall be in locations that are easily accessible to

maintenance staff while not visually obtrusive in the street scene and away from street intersections. Show location of separate water and electrical utility meters intended to serve maintenance district areas exclusively. Show locations of water and electrical meter for landscape district. Show location of water and electrical meter for flood control district. Show location of electrical meter for Traffic signal and street lighting district, on respective plans. Coordinate location of meters on landscape, Eastern Municipal Plans (EMWD) (if applicable), and civil engineering plan.

e. **Controllers -** The off-site irrigation controllers are to be located within the right of way (preferably within the off-site landscape area). All point of connection equipment including irrigation controller pedestals, electrical meter pedestals, and backflow preventers are to be located in locations that are easily accessible to maintenance staff while not visually obtrusive in the street scene, and away from street intersections. Backflow preventers are to be screened on at least three sides with (5) gallon plant material. The fourth side shall be open to the back of the landscape area in order to allow the backflow cage to be opened without interference with plant materials. Backflow cages shall meet the required City of Perris Engineering Standards in effect at the time of approval.

f. **Recycled Water -** If applicable. The project landscape architect shall coordinate with EMWD to verify if the site will be served with recycled water and design all irrigation and landscape plans to meet the requirements of EMWD and provide additional irrigation components as needed.

g. **EMWD Landscape Plan Approval** – The project landscape architect shall submit a copy of all irrigation plans and specifications to EMWD for approval. The project landscape architect must confirm with EMWD that the plans have been approved by EMWD and submit written proof of approval by EMWD prior to the City approving the final Landscape Plans. Until the final landscape plan has been approved by the City of Perris, the maintenance areas depicted cannot be accepted by the City for maintenance. The developer shall coordinate both reviews to ensure acceptability of plans by both EMWD and the City of Perris, prior to approval by either agency.

h. **Landscape Weed Barrier** - Weed cloth with a minimum expected life of 10-years shall be required under all gravel, rock, or cobble areas.

i. **Wire Mesh and Gravel at Pull Boxes-** Provide wire mesh and gravel layer within

valve boxes to prevent rodent intrusion.

j. **Concrete Maintenance Band at Medians and Mortar Cobble turn Land** – Provide 12" wide concrete maintenance band (safety edge) around entire median. At turn pockets provide mortared cobble creek bed, round stone sized 6" to 12".

k. **Perimeter Walls Graffiti Coating –** Provide anti-graffiti coating at all perimeter walls. Acceptable products shall include Vitrocem Anti-Graffiti Coating or equal.

l. **Slopes 3:1 Maximum -** Any proposed slope will not exceed a 3:1 ratio. Slopes exceeding a 3:1 ratio shall require construction of appropriate reinforcing garden walls, to be located onsite.

4. **Landscape Inspections -** The project applicant shall inform the on-site project manager and the landscape contractor of their responsibility to call for only "OFF-SITE" landscape and irrigation inspections at the appropriate stages of construction. Inspections shall be scheduled at least two-working days (Monday through Friday) prior to actual inspection. Contact Public Works Special Districts at (951) 657-3280 to schedule inspections.

- **Inspection #1** - Trenches open, irrigation installed, and system pressurized to 150 PSI for four hours.
- **Inspection #2 -** Soil prepared, and plant materials positioned and ready to plant.
- **Inspection #3 –** Landscaping installed, with all equipment and irrigation system fully operational.
- **Inspection #4 –** A joint inspection with the Development Inspector and LMD Inspector and Applicant to request for "Start of 1 year Maintenance Period" submitted, with all required turn-over submittal items provided to Public-Works Special Districts Division. **The applicant shall be responsible for ensuring that a 6-month reserve has been secured for the site prior to the City assuming maintenance responsibilities. A site will not be granted the Start of the 1 Year Maintenance Period if there is not adequate funding for the City to assume maintenance responsibilities the following year.**
- **Inspection #5 (Turn-Over) –** On or about the one-year anniversary of Inspection #4, Developer shall call for an inspection to allow the City to review and identify any potential irrigation system defects, dead plants, weed, debris or graffiti; stressed, diseased, or dead trees; mulch condition, hardscape or other concerns with the landscape installation;

or to accept final turn over of the landscape installation. At his sole expense, the Developer shall be responsible for rectifying system and installation deficiencies, and the one-year maintenance period shall be extended by the City until all deficiencies are cured to the satisfaction of the City. If in the opinion of the City's Landscape Inspector the landscape installation is in substantial compliance with the approved landscaping plans, the irrigation and communication system is functioning as intended, and the landscape installation is found to be acceptable to the City, then the Inspector shall recommend to the City's Special District Coordinator to accept turn-over of water and electrical accounts, wi-fi communication contracts and the entire landscape installation.

5. **One Year Maintenance and Plant Establishment Period -** The applicant will be required to provide a minimum of a one (1) year maintenance and plant establishment period, paid at the sole expense of applicant. This one-year maintenance period commences upon the successful completion of Inspection #4 discussed above, and final approval by the City. During this one-year period the applicant shall be required to maintain all landscape areas free of weeds, debris, trash, and graffiti; and keep all plants, trees, and shrubs in a viable growth condition. Prior to the start of the one-year maintenance period, the Developer shall submit a weekly Landscape Maintenance Schedule for review and approval by the City's Special Districts Division. The City shall perform periodic site inspections during the one-year maintenance period. The purpose of these periodic inspections is to identify any and all items needing correction prior to acceptance by the City at the conclusion of the one-year maintenance period. Said items needing correction may include but are not limited to replacement of dead or diseased plant materials, weeding, replenishment of mulches, repair of damaged or non-functioning irrigation components, test of irrigation controller communications, etc. During this period, the City shall begin the annual assessment of the benefit zone in preparation for the landscape installation turnover to City maintenance staff.

6. **Street/Off-Site Improvements -** The applicant shall submit street improvement plans, accompanied by the appropriate filing fee to the City Engineering Department. Details of treatments off-site improvements, including lighting shall meet both the City Engineer's Design Guidelines, and the additional requirements of the Engineering and Special Districts Division. Components shall include, but not be limited to:
   a. **Street Lighting** - If Street lighting is required, lighting shall meet the type, style, color and durability requirements, necessary for energy efficiency

goals, maintenance and longevity of improvements of the City Engineer's Office. As determined by the City, new streetlights may be required to be deeded to City of Perris, and not SCE. Streetlights deeded to City of Perris shall be constructed per LS-3 account billing standard, which shall include an individually metered pedestal for streetlights.

b. **Acceptance By Public Works Special Districts Division** - Lighting District facilities required by the City Engineer's Office shall be installed and fully operational and approved by final inspection by the City Engineer's Office, and the City's Consulting Traffic Signal Inspection Team (Riverside County TLMA) at (951) 955-6815. Prior to acceptance for maintenance of "Off-site" traffic signal and lighting facilities by the Public Works Special Districts, the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items. Prior to acceptance into Lighting District 84-1, coordinate turn-over information pertaining to Street Lights, and Traffic Signal Electrical/SCE Service Meters with Wildan Financial Services, the City's Special Districts Consulting Firm at (951) 587-3564. (i.e. Provide electrical meter number, photo of pedestal, and coordinate "request for transfer of billing information" with SCE and City for all new service meters). Developer shall pay 18-month energy charges to the City of Perris for all off-site street lighting. Call Wildan Financial Services, Inc. for amount due, and to obtain receipt for payment. Obtain and provide a clearance form from Riverside County TLMA indicating completion of all punch list items from traffic signal construction. Submit one large format photocopy of Traffic Signal as-built plans and timing sheets.

7. **Water Quality Management Plans -** The applicant shall submit a Preliminary and Final WQMP, accompanied by the appropriate filing fee to the Planning Department and City Engineering Department, respectively. Details for treatment control facilities shall meet both the Riverside County WQMP Design Guidelines, and the additional requirements of the Special Districts Division intended to reduce long term maintenance costs and longevity of improvements. Components shall include, but not be limited to:

- **Storm Drain Screens** - If off-site catch basins are required by the City Engineer's Office, connector pipe screens shall be included in new catch basins to reduce sediment and trash loading within storm pipe. Connector pipe screens shall the type, style, and durability requirements of the Public Works Special Districts Division.
- **WQMP Inspections -** The project applicant shall inform the on-site project

manager and the water quality/utilities contractor of their responsibility to call for both "ON-SITE" and OFF-SITE" WQMP Inspections at the appropriate stages of construction. Contact CGRM at (909) 455-8520 to schedule inspections.

- **Acceptance By Public Works Special Districts Division** - Both on-site and off-site flood control/water quality facilities required for the project, as depicted in the Final WQMP, shall be installed and fully operational, and approved by final inspection by the City's WQMP Consultant, CGRM. The Developer shall obtain a final Clearance Letter from CGRM indicating compliance with all applicable Conditions of Approval for the approved WQMP. The developer shall deliver the same to the Public Works' Special Districts Division. In addition, prior to acceptance by the City, the developer shall submit a Covenant and Agreement describing on-going maintenance responsibilities for on-site facilities per the approved WQMP, to the Public Works Special Districts Division. The Public Works Districts Division will review and approve the Covenant and Agreement. The City shall record the same with the Riverside County Recorder's Office, and the recorded instrument shall be returned to the City Clerk of the City of Perris for filing.

8. **Flood Control District #1 Maintenance Acceptance.** Flood Control District facilities required by the City Engineer's Office shall be installed and fully operational, and approved by final inspection by the City Engineer's Office. Prior to acceptance for maintenance of "Off-site" flood control facilities by the Public Works Special Districts Division the developer shall contact the Public Works Special Districts Division at (951) 657-3280 to schedule the delivery of all required turn-over submittal items including as-built storm drain plans in electronic PDF format, one large format photo-copy of as-built plans, storm drain video report in electronic format, and hardcopy of video report with industry standard notations and still photos made during video runs (i.e. facilities sizes, off-sets or damage, facility type, dirt and debris, etc.). The flood control facilities shall be turned over in a condition acceptable to the City, and the developer shall make all necessary repairs and perform initial maintenance to the satisfaction of the City.

9. **Assessment Districts.** **PRIOR TO FINAL MAP RECORDATION the developer shall annex into the special districts, posting an adequate maintenance performance bond to be retained by the City as required by the Public Works Department.** The applicant shall deposit $5,250 per district, $15,750_total due. Payment is to be made to the City of Perris, and the check delivered to the City Engineer's Office. Payment shall be accompanied by the

appropriate document for each district indicating intent and understanding of annexation, to be notarized by property owner(s):

- ***Consent and Waiver for Maintenance District No. 84-1 –*** New street lighting proposed by the project, as determined by the City Engineer
- ***Consent and Waiver for Landscape Maintenance District No. 1*** – New off-site parkway landscape by the project on Mountain Ave., Mc Pherson Rd., and David Jones Rd.
- ***Petition for Flood Control Maintenance District No. 1*** -For Off-site Flood Control Facilities proposed by the project, as determined by the City Engineer.

- Original notarized document(s) to be sent to:
  Daniel Louie
  Wildan Financial Services
  27368 Via Industria, #200
  Temecula, CA 92590

a. Prior to final map recordation or final certificate of occupancy the developer shall annex into the aforementioned districts, posting an adequate maintenance performance bond to be retained by the City as required by the City Engineer. Upon receipt of deposit and Consent and Waiver Forms, the developer shall work with City to meet all required milestones for annexations.

i. City prepares the Engineer's Reports which includes a description of the improvements to be maintained, an annual cost estimate and annual assessment amounts.

ii. Reports are reviewed and approved by the property owner. The assessment ballots will be based on these Reports.

iii. The Reports and corresponding resolutions are placed, for approval, on the City Council Meeting Agenda. City Council action will include ordering the assessment ballots and setting a Public Hearing for no sooner than 45 days. Property owner attendance at this City Council Meeting is not required.

iv. The assessment ballots are sent to the property owner and are opened by the City Clerk at the close of the Public Hearing. With a "YES" vote by the

property owner the City Council can move forward with the Resolution that Confirms the Annexation. Property owner attendance at this Public Hearing is not required.

v. Confirmation by the City Council completes the annexation process, and the condition of approval has been met.

END OF CONDITIONS

CITY OF PERRIS
COMMUNITY SERVICES

MEMO

Date: October 16, 2023

To: Mathew Evans, Project Planner

From: Sabrina Chavez, Director of Community Services

Cc: Arcenio Ramirez, Assistant Director of Community Services
Arturo Garcia, Parks Supervisor
Joshua Estrada, Parks Coordinator

Subject: Development Plan Review 22-00014, PDO 22-00512, TTM 37907 - A Planned Development to subdivide 12.80 acres into 91 single-family lots (7.1 dwelling units/acre) and two (2 lettered lots located at the northwest corner of "A" Street and Metz Road within the R-6,000 zone. The Project includes a 2,020 sq. ft. recreational building with community amenities. The merchant home building is proposing three (3) architectural styles (Craftsman, Tuscan, and Spanish) ranging from 2,381 sq. ft. to 2,780 sq. ft. – Comments

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Community Services Staff reviewed DPR 22-00014, PDO22-00512,TTM 37907 and offer the following Conditions of Approval:

☒ Ordinance Number 953 F.1-7 specifies that whenever a specific plan, tentative tract map, residential tentative parcel map, or multi-family residential development proposal is submitted to the Development Services Department, it must be accompanied by a written statement from the applicant stating their intention to dedicate land to City, pay fees in lieu thereof, or a combination of both for park and recreational purposes. If the developer desires to dedicate land for this purpose, he shall first consult with the City Department of Community Services and Planning as to the appropriate area to be dedicated. Site selection and screening criteria and park unit classification is required and such areas as may be proposed to be dedicated shall be shown on the specific plan, tentative tract map, residential parcel map, or multi-family project site plan as submitted. No such statement is included with this application.
91 Single family lots x 4.49 persons per household = 408.59
Dedication requirements is 5 acres per 1,000 residents = 200
408.59 Persons per household/200 = 2.04 acres

☒ The map or site plan for this project does not show the location of the proposed parkland dedication to City.

☐ The proposed parkland dedication is less than the amount of land required to be dedicated (5 acres, 1000 residents). _____ acres are required, but the proposed parkland dedication is only_____. The developer/subdivider must pay fees for the value of any additional land that otherwise would have been required to be dedicated.

☐ The proposed parkland falls below the minimum size for a __5.0 acre___ park.

☐ The proposed parkland lies in a floodplain/floodway which impacts the available area for development of park improvements.
The following terms are recommended:

☒ The Other: The household size has increased to 4.49 persons per household in Perris (2020 Census). This number should be used to calculate the park acreage required to meet the requirement. Facilities ineligible for park credit include landscaped area edges, medians, subdivision entries, lakes and streams, or other water features, paseos, greenbelts, trails, walkways, and other similar features that are used primarily as transportation corridors and are not destinations in and of themselves, and privately owned facilities (parks, community centers) which are smaller than four (4) acres.

Development Impact Fees

☒ The Project is subject to payment of Residential Park Development Impact Fees.

☐ The Project is subject to payment of Industrial Park Development Impact Fees.

☐ This Project is subject to payment of Public Art Development Impact Fees.

Special Districts

☒ The project shall annex into the Community Facilities District No. 2018-02 (Public Services)

☒ The project shall annex into the Community Facilities District for Parks Maintenance.

SRC COMMENTS * * * BUILDING & SAFETY * * *	
Planning Case File No(s):	DEVELOPMENT PLAN REVIEW #22-00014, PDO22-0512 & TTM
Case Planner:	Nathan Perez 951-943-5003 ext. 279
Applicant:	Jo Howard
Location:	Off of West Metz Road & "A" Street
Project:	Proposal for a Planned development to subdivide 12.80 acres into 91 single-family lots.
APN(s):	311-030-012 and -013
Reviewed By:	Jorge Caballero, CBO Date: 04/14/2026

BUILDING AND SAFETY - GENERAL CONDITIONS

1. The applicant shall obtain the required building permit(s) from the building department prior to any construction on the property. All building plans and supporting documentation shall comply with the current adopted California Building Codes and City of Perris Ordinances regulations in effect at the time of building plan submission and fee payment to the Building Department. All Building Department plan submittal and fee requirements shall apply.

2. NOTE: The **project must comply with the current adopted California Building Code at the time of the building application.** The new 2025 California Building Codes are in effect as of January 1st, 2026, as mandated by the state of California.

   Any building plan and fee payment submitted to the building department on or after January 1st, 2026, will be subject to the new updated California Building Code(s).

   A. 2025 California Building Code
   B. 2025 California Electrical Code
   C. 2025 California Mechanical Code
   D. 2025 California Plumbing Code
   E. 2025 California Energy Code.
   F. 2025 California Fire Code
   G. 2025 California Green Building Standards Code.

3. The project must comply with the 2025 Green Code (or the most currently adopted Building codes) EV charging station requirements.

4. GREEN BUILDING CODE WASTE REDUCTION (Non-Residential):

Including within the building plan submittal documents to the Building Department for plan review, the applicant shall provide a copy of the approved construction waste management plan that:

a. Identifies the materials to be diverted from disposal by efficient usage, reuse on the project, or salvage for future use or sales.
b. Determines if materials will be sorted on-site or mixed.
c. Identify diversion facilities where the material collected will be taken.
d. Specifies that the amount of materials diverted shall be calculated by weight or volume, but not both.

5. Fire access plans for the entire site (construction stage and final building approach) shall be approved. A fire access plan shall be provided.

6. The residential tract is in a Fire Hazard Severity Zone, and all structures shall comply with the requirements of the California Wildland-Urban Interface Code. Fuel Modification Plans are required.

7. The project shall comply with the accessible requirements of Chapter 11B of the currently adopted Title 24, California Building Code for the complex, recreational areas, community building, community amenities, and the entire site.

8. Include with the building submittal a site plan to indicate the required continuous accessible paved path of travel. The accessible path of travel details shall include the following:
   a. Accessible path construction type (Asphalt or concrete).
   b. Accessible path width.
   c. Accessible path directional slope% % and cross slope% %.

9. Prior to the issuance of a grading permit, a fire department access plan shall be submitted to the City of Perris for review and approval. The fire department access plan shall comply with the requirements specified by the City of Perris Guideline for Fire Department Access & Water Requirements for Commercial & Residential Development, and the California Fire Code, Chapter 5.

10. Prior to the issuance of a grading permit, evidence of sufficient fire flow shall be calculated and shall be provided to the City of Perris. The City of Perris Building and Fire Marshal Water Availability/Fire Flow Form shall be utilized.

11. All required fire hydrants shall be installed and operational prior to building construction. All fire hydrants shall remain operational during construction. NOTE: Fire hydrants shall be at least 40 feet from the building.

12. The building shall be provided with an automatic fire sprinkler system in accordance with NFPA

13. Construction plans shall be submitted to the City of Perris for review and approval prior to installation.

14. The Fire Department Connection (FDC) for the fire sprinkler system shall be located within 100 feet of a public fire hydrant. The fire hydrant will be on the same side of the street. A vehicle access roadway/approach shall not be placed between the FDC and the fire hydrant.

15. Prior to construction, a temporary address sign shall be posted and be clearly visible from the street.

16. If the roads/streets are proposed to be private roads, then specific fire lane requirements will be imposed. Please indicate if the development will have private roads.

17. Main access gates and emergency access shall be provided with Knox boxes for rapid entry of emergency services.

PRIOR TO THE ISSUANCE OF THE BUILDING PERMIT

1. The following items shall be completed and/or submitted as applicable – prior to the issuance of building permits for this proposed project.

A. Precise grading plans shall be submitted and approved
B. Rough grading shall be completed.
C. Compaction must be certified
D. The Pad elevations must be certified
E. The rough and finished grade must be inspected and signed off

FIRE CONDITIONS

1. Fire Conditions will be provided by Dennis Grubb and Associates

Attachment 2

Ordinance No. (next in order) adopting the Planned Development Overlay and Zone 22-05152

ORDINANCE NUMBER (Next in Order)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA APPROVING PLANNED DEVELOPMENT OVERLAY (PDO) ZONE 22-05152 TO REZONE THE PACIFIC LANTANA PROJECT AREA CONSISTING OF 12.8 NET ACRES OF RESIDENTIAL R-6,000 TO THE RESIDENTIAL R-6,000 PLANNED DEVELOPMENT OVERLAY ZONE (R-6,000 PDO) TO FACILITATE THE CREATION OF A 91-LOT SUBDIVISION AND CONSTRUCTION OF A 91-UNIT SINGLE-FAMILY RESIDENTIAL DEVELOPMENT LOCATED NORTH OF METZ ROAD BETWEEN MCKIMBALL ROAD AND "A" STREET, BASED UPON THE FINDINGS PROVIDED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL.

WHEREAS, the project applicant, Anthony Arnest, on behalf of Pacific Communities Builder, Inc. ("Applicant") requests to subdivide a 12.8 net acre property, identified as Assessor's Parcel Numbers 311-030-012 and 311-030-013, located within the Residential R-6,000 Zone designation to facilitate the creation of 91 residential lots for the construction of a development consisting of 91 single-family detached residential units located north of Metz Road between McKimball Road and "A" Street, known as the Pacific Lantana project, and requests to have the Planned Development Overlay Zone applied to the development ("Project"); and

WHEREAS, the Applicant submitted an application for a Planned Development Overlay Zone (PD) 22-05152, Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review (DPR) 22-00014 for consideration of the Project; and

WHEREAS, the proposed PD 22-05152, TTM 37907, and DPR 22-00014 are considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

***WHEREAS*,** pursuant to CEQA and State CEQA Guidelines, an Initial Study ("IS") was prepared for the proposed Project and, based upon review thereof by the City as lead agency, a Notice of Intent to adopt a mitigated negative declaration was published on May 22, 2026, in accordance with CEQA Guidelines Section 15072, and Mitigated Negative Declaration No. 2398 (the "MND") was prepared for the Project and was publicly reviewed for a thirty (30) day period in accordance with CEQA, from May 22, 2026 through June 22, 2026; and

***WHEREAS*,** during the public comment period, five (5) public comments were received. The public comments received during the public review period did not warrant or result in any "substantial revision," within the meaning of CEQA Guidelines Section 15073.5, to the MND. Although not required by CEQA, in the interests of thoroughness and transparency, responses to the public comments received have been prepared and included in the Final MND. No "substantial revision" of the MND has been made in response to the comments or otherwise, and therefore no recirculation is required pursuant to CEQA Guidelines Section 15073.5. Responses to the

comments have been added to Appendix H of the Final Mitigated Negative Declaration, and none of the comments raised any environmental concerns that have not been addressed in the Initial Study/Mitigated Negative Declaration. There is no substantial evidence in light of the whole record before the City, including the public comments received, that the project may have a significant effect on the environment which cannot be mitigated or avoided, and therefore no EIR is required pursuant to CEQA Guidelines Section 15073.5; and

WHEREAS, the Riverside County Airport Land Use Commission ("ALUC") conducted a hearing on August 11, 2026, to consider the Project's consistency with the D (Flight Corridor Buffer) Zone and determined that the Project is consistent with the March Air Reserve Base/Inland Port Airport (MARB/IPA) Land Use Compatibility Plan; and

WHEREAS, Chapter 19.59 (Planned Development Overlay Zone) of the Perris Municipal Code ("PMC") authorizes the City to approve, conditionally approve, or deny requests for a Planned Development Overlay Zone; and

WHEREAS, a duly noticed Planning Commission public hearing was held on July 15, 2026 and September 2, 2026, for the Project, at which time all interested persons were given full opportunity to be heard and to present evidence. Following the hearing, on September 2, 2026, the Planning Commission, by a vote of 4-0 with one abstention, approved Planning Commission Resolution 26-14, recommending adoption of the MND and approval of the Project to the City Council subject to conditions of approval; and

WHEREAS, on September 29, 2026, the City Council conducted a duly noticed public hearing on the Project, at which time all interested persons were given full opportunity to be heard and present evidence; and

WHEREAS, following the hearing, on September 29, 2026, the City Council adopted Resolution No. *(Next in Order)*, adopting the MND with respect to approval of Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014 and approving Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review (DPR) 22-00014, subject to conditions of approval and contingent upon adoption and effectiveness of this Ordinance; and

WHEREAS, prior to taking action, the City Council has heard, been presented with, and/or reviewed all of the information and data that constitutes the administrative record for the above-mentioned approvals, including all oral and written evidence presented to the City by members of the public and City staff during all Project meetings and hearings; and

WHEREAS, all other legal prerequisites to the adoption of this Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS does ordain as follows:

Section 1. **Recitals.** The above recitals are all true and correct and are incorporated herein by this reference as findings of fact.

Section 2. **CEQA Findings.** The City Council finds as follows with respect to the IS/MND for the Project (MND 2398) (Attachment 1):

A. The City Council has considered the whole administrative record, including the IS/MND together with the comments received during the public review process and the responses thereto contained in the Final IS/MND The City Council has also considered whether the Project will result in a safety hazard or noise problem for persons using the March Air Reserve Base/Inland Port Airport as well as the Perris Valley Airport or for persons working in the Project area, and finds that it will not. The findings in this Section 2 are made on the basis of the whole administrative record.

B. The IS/MND has been prepared and considered in compliance with CEQA and contains all required contents pursuant to CEQA Guidelines Section 15071.

C. With the imposition of the mitigation measures set forth in the Mitigation Monitoring and Reporting Program (which is included in the Final IS/MND), there is no substantial evidence that the Project will have a significant effect on the environment. Said mitigation measures have been made enforceable conditions on the Project, as they have been included in the Project Conditions of Approval attached hereto as Attachment 2.

D. The IS/MND reflects the independent judgment and analysis of the City as lead agency.

E. The location and custodian of the documents or other material which constitute the record of proceedings upon which the City Council's decision set forth in this Ordinance is based is as follows: City of Perris Planning Division, 135 N. D St., Perris, CA 92570.

Section 3. **Planned Development Overlay Zone 22-05152 Findings.** The City Council finds, with respect to PD 22-05152, that:

1. *The proposed project is a group of lots having a total area of at least two acres, but not more than 75 acres, and the land on which the planned unit overlay is applied is contiguous and under the development control of the applicant.*

   The project site is 12.8 net acres in size, which is larger than the two (2) acre minimum and less than the 75-acre maximum. Further, the Project site is contiguous and is under the development control of the Applicant.

2. *The proposed mix of land uses is in keeping with the provisions of PMC Section 19.59.030.*

   The proposed project is larger than two-acres and is not more than 75-acres as required per

the provisions of PMC Section 19.59.030 (Planned Development Overlay Zone, - Qualifications for Eligibility).

3. *The proposed project is well designed and will create a superior environment than could otherwise be achieved by strict application of the underlying conventional zone.*

   The proposed Project creates two open space parcels, including one (1) 9,210 square-foot parcel for a water detention basin and a 29,461 square-foot central open space parcel for general recreation. The Planned Development Overlay Zone allows flexibility from the underlying R-6,000 development standards only to the extent shown in the Project site plan, tentative tract map, development standards table, and conditions of approval. Specifically, the PD Overlay Zone approval permits residential lot sizes ranging from 3,769 square feet to 6,713 square feet, lot widths ranging from 47 feet to 52 feet, lot depths of approximately 80 feet, and the setback standards proposed in the Project site plan, including an 8-foot front yard setback to the primary building, a 20-foot garage setback, a 5-foot side yard setback, a 6-foot street side yard setback, and a 15-foot rear yard setback. Nothing less restrictive or more expansive than those approved ranges and standards is permitted by the PD Overlay Zone approval unless further reviewed and approved by the City in accordance with the Perris Municipal Code. Without the application of the PD Overlay Zone, a minimum 6,000 square foot residential lot area requirement would apply, and the aforementioned open space areas would not be preserved or made available to serve the aforementioned purposes. The PD Overlay Zone assures the creation of a Homeowners Association that will be required to maintain these open spaces and recreation areas in perpetuity, thus complying with this requirement. A Condition of Approval has been included requiring recordation of a covenant running with the land to ensure that the aforementioned open space parcels shall be reserved and maintained as open space associated with the Project in perpetuity, which covenant shall not be removed without City Council approval.

4. *The project incorporates appropriate amenities necessary to create and maintain a desirable environment for residents and/or employees (e.g., recreation buildings or facilities, guest parking, common area landscaping, enhanced architectural standards, etc.).*

   The proposed gated community project includes two (2) open space parcels, including one water detention basin and one recreation area for a clubhouse, swimming pool, and spa, a children's play area/tot-lot, a half basketball court, and a dog park. Project production units (homes) will be designed to meet the standards outlined in the City's Residential Design Guidelines and will include various architectural enhancements for each product design.

5. *The proposed planned development is harmonious with surrounding development and does not create internal incompatibilities due to improper design, allowed land uses, or density/intensity of development.*

   The Project location is surrounded by existing residential developments and vacant land zoned for future residential development on all sides, which makes this residential Project

harmonious with surrounding development. The Project is also internally compatible as a purely single-family detached residential development.

6. *The proposed circulation system is adequate to carry the anticipated traffic volume.*

   The proposed circulation system utilizes existing streets surrounding the Project site including street improvements designed to help with circulation around the site and within the existing neighborhood. The proposed circulation system as described in the Traffic Study, which was reviewed and approved by RK Engineering (traffic consultant) on July 8, 2022, concluded that the proposed street improvements will be adequate to carry the anticipated traffic volume. Furthermore, primary access to the site will be provided from "A" Street, and secondary access will be provided from McKimball Road for egress and fire access only. An interior ring-road system that parallels the perimeter streets and two (2) interior streets are provided for access to each lot within the subdivision.

7. *The existing or proposed public infrastructure is suitable to meet the needs of the planned development, and does not create capacity issues in other areas of the community.*

   The proposed Project, with the conditions of approval, includes extending all improvements and associated services required for the property's development and expanding roadway widths necessary to improve public infrastructure. Additionally, necessary street improvements to both "A" Street and McKimball Road are included in the Conditions of Approval. Thus, the public infrastructure is suitable for meeting the needs of the planned development.

8. *The proposed use at the particular location is necessary and desirable to provide a service or facility which will contribute to the general well-being of the neighborhood and to the community.*

   The proposed residential single-family detached development will provide additional infrastructure to the area, including widening of streets, installation of sidewalks, and additional drainage infrastructure that will improve and contribute to the general well-being of the neighborhood and nearby community.

9. *The proposed mix of land uses and design of development will not be detrimental to the health, safety or general welfare of persons residing or working in the vicinity, or injurious to property or improvements in the vicinity.*

   The proposed residential single-family detached development is compatible with the surrounding land-uses and is surrounded on three sides by existing and under construction single-family dwellings, and is designed to be compatible with the surrounding uses with respect to setbacks, height and superior residential design of both the overall project and the individual homes, thus the project will not be detrimental to the health, safety and welfare of persons residing and working within the vicinity.

10. *The granting of this permit will not adversely affect the public welfare and will be*

consistent with the city's general plan, and any other relevant plans of any governmental agency.

The project is located within Planning Area 7 (Westside Residential) of the City's General Plan, and as proposed, the development will be consistent with the City's General Plan of Residential (R6,000) with respect to density, height, setbacks and other development standards, and as conditioned, will not adversely affect the public welfare.

Section 4. **Adoption of MND for PDO 22-05152**. Based upon the foregoing and the entire administrative record including all oral and written statements and reports presented by City staff and members of the public, including, but not limited to, all such statements and reports (including all attachments and exhibits) presented at its public hearing on September 29, 2026, the City Council adopts Mitigated Negative Declaration No. 2398 and the included MMRP, attached hereto as Attachment 1 and incorporated herein by this reference, for Planned Development Overlay (PDO) 22-05152.

Section 5. **Approval of PDO 22-05152.** Based upon the foregoing and all oral and written statements and reports presented by City staff and members of the public, including but not limited to such statements and reports (including all attachments and exhibits) presented at the City Council's public hearing on September 29, 2026, the City Council hereby approves Planned Development Overlay (PDO) 22-05152, subject to the Conditions of Approval attached to this Ordinance as Attachment 2 and incorporated herein by this reference.

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

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

Section 8. **Certification**. The Mayor shall sign this Ordinance and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published and posted pursuant to the provisions of law in this regard.

ADOPTED, SIGNED, and APPROVED this ____ day of _____ 2026.

_____
Mayor, Michael M. Vargas

ATTEST:

_____
City Clerk, Nancy Salazar

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

I, **Nancy Salazar**, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number (Next in Order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the ___ day of _____ 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

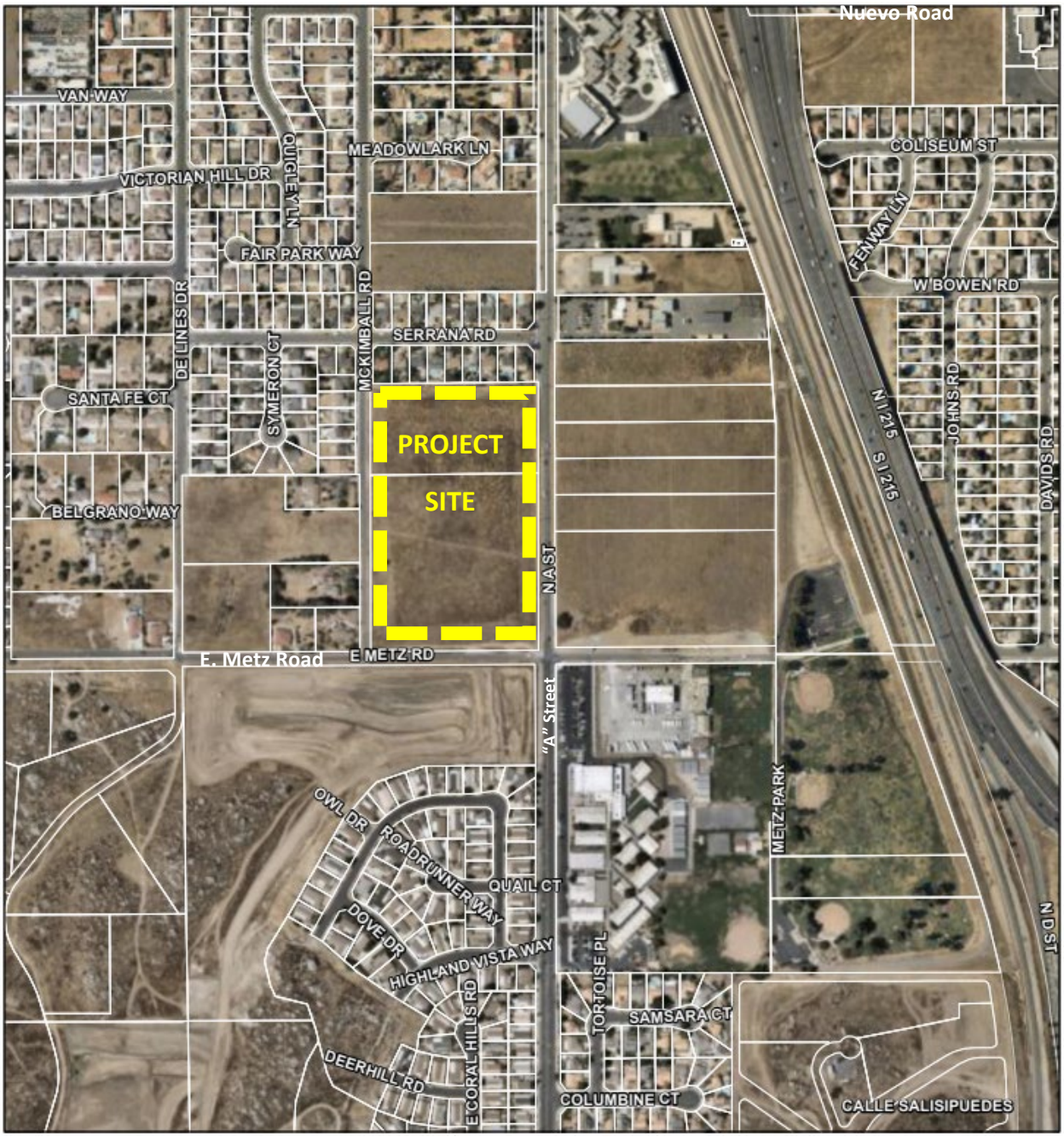
Attachments:

1. Mitigated Negative Declaration No. 2398 and Mitigation Monitoring and Reporting Program
   Due to the size of the files, the documents are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479
2. Conditions of Approval (Planning, Fire, Engineering, Public Works, Community Services, and Building & Safety).

Attachment 3

Location/Aerial Map

Location/Aerial Map



Parcels

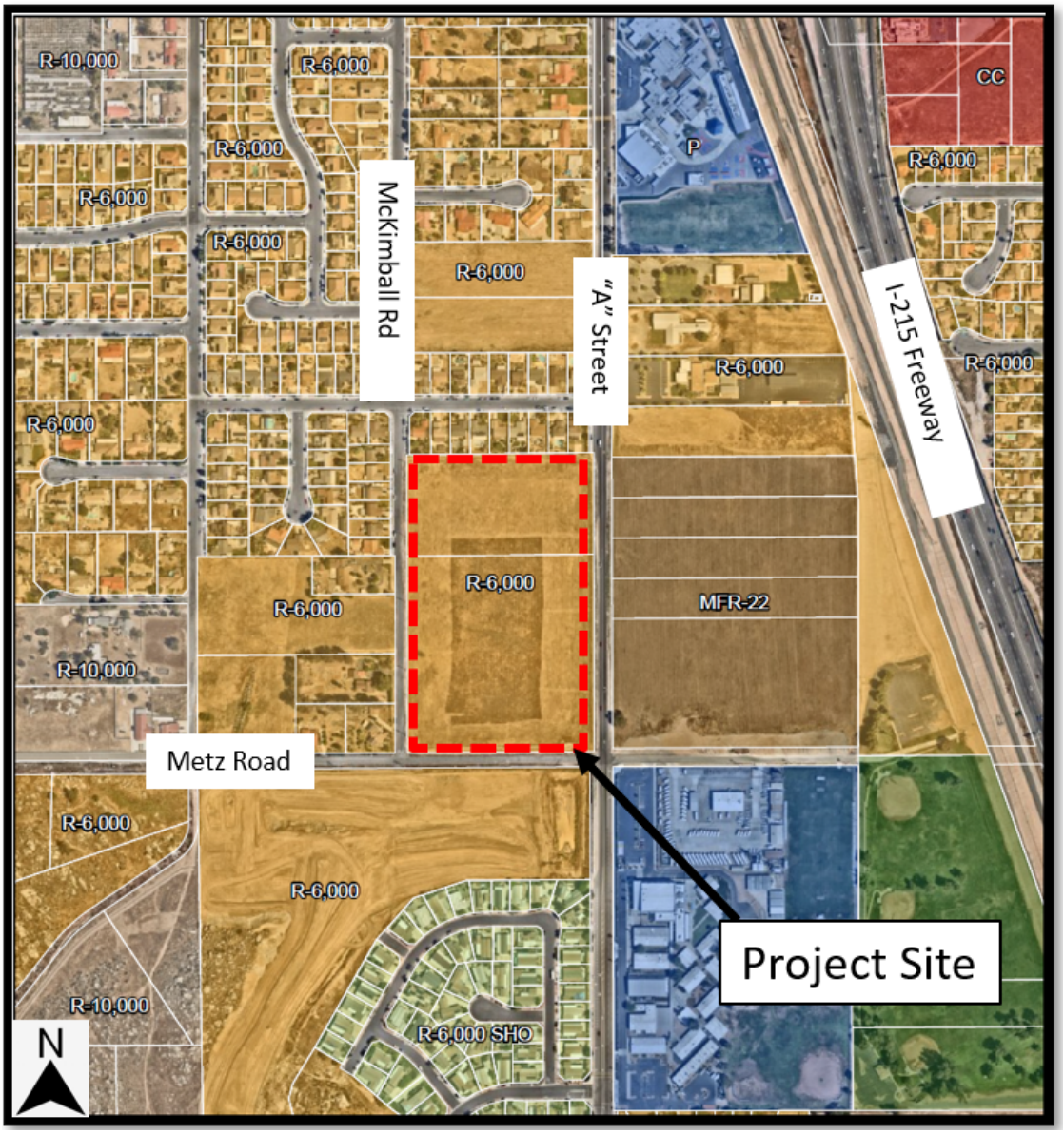
Perris Boundary

N

Attachment 4

Existing and Proposed Zoning Maps

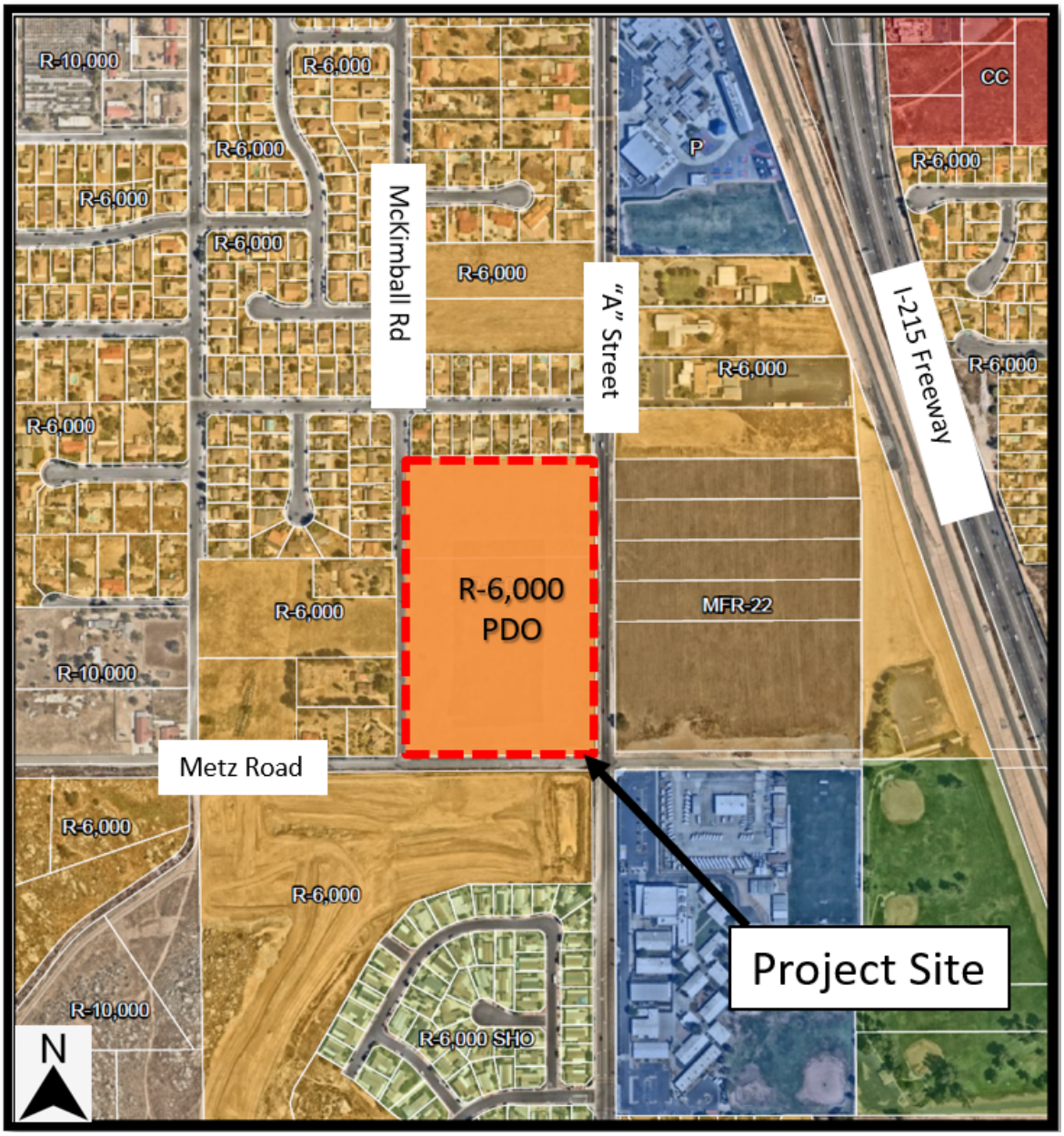
Existing Zoning Map



Zoning

- Commercial Community (CC)
- Mobilehome Subdivision (R5)
- Multi Family Resident 14 (MFR-14)
- Open Space (OS)
- Public (P)
- Residential 10,000 (R-10,000)
- Residential 6,000 (R-6,000)
- Residential Senior Housing Overlay (R-6,000 SHO)
- Riverwoods Specific Plan Residential (R-10,000)
- Riverwoods Specific Plan Open Space (OS)
- Perris Boundary

Proposed Zoning Map



Zoning

- Commercial Community (CC)
- Mobilehome Subdivision (R5)
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- Open Space (OS)
- Public (P)

- Residential 10,000 (R-10,000)
- Residential 6,000 (R-6,000)
- Planned Development Overlay (R-6,000 PDO)
- Residential Senior Housing Overlay (R-6,000 SHO)
- Riverwoods Specific Plan Residential (R-10,000)
- Riverwoods Specific Plan Open Space (OS)
- Perris Boundary

Attachment 5

MARB/IPA ALUCP Map

MARB/IPA ALUCP Map

Parcels

Airport Compatibility Zone March Air Reserve Base

C2

C2-EXC3

D

E

Perris Boundary

Attachment 6

Project Plans (Site Plan, Plotting Plan, Building Elevations, Renderings, Conceptual Landscape Plan)

Due to the size of the files, Project Plans (Site Plan, Proposed Plan Mix, Floor Plans, Building Elevations, Renderings, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479

DESIGN SUBMITTAL PHASE

DAY AND NIGHT PERSPECTIVES - DAY VIEW

Pacific Lantana at Perris

SINGLE - FAMILY DETACHED

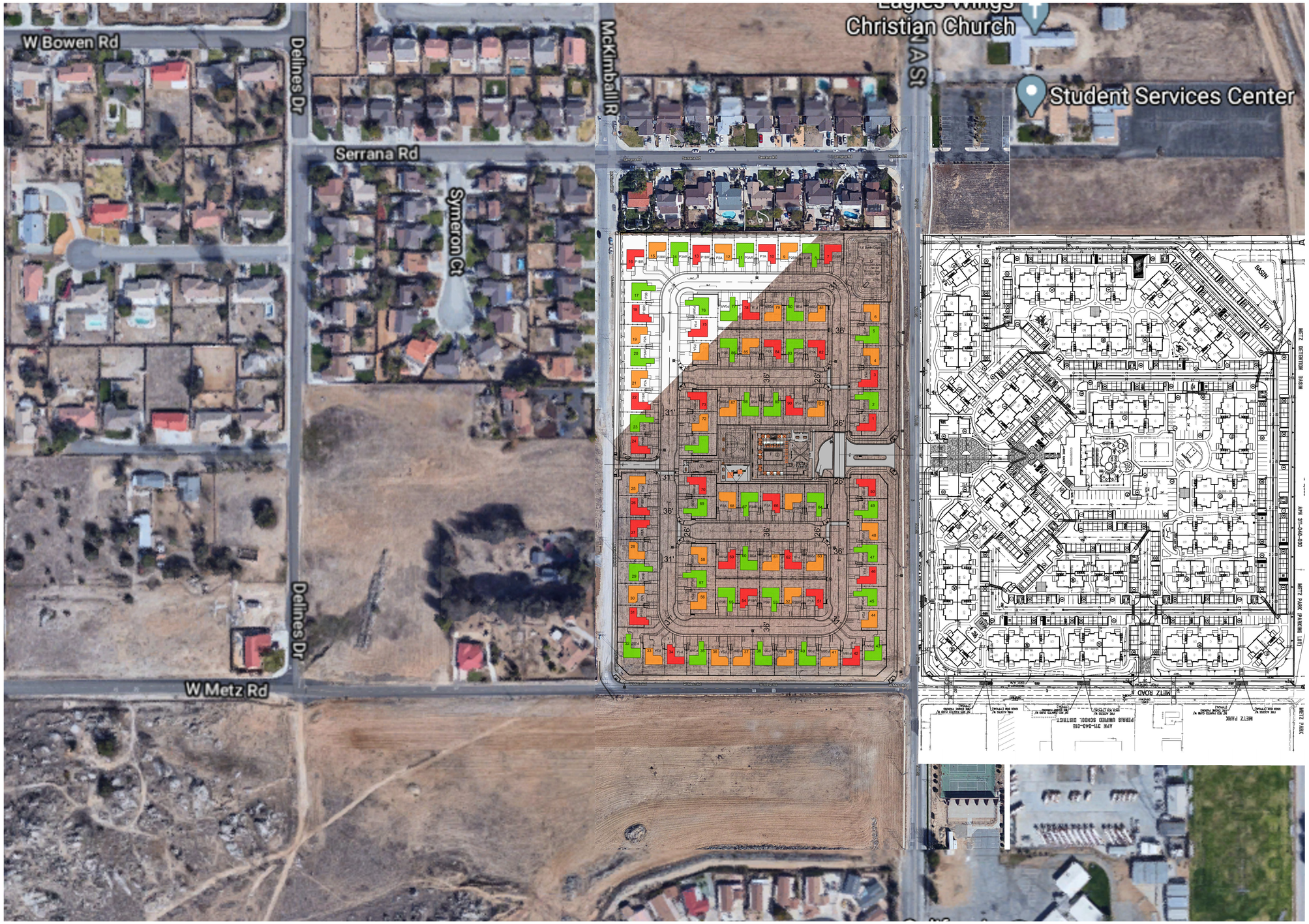
PERRIS, CALIFORNIA

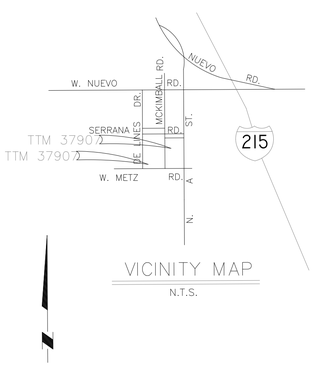
PACIFIC COMMUNITIES BUILDER, INC.

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

6.1

06/17/2024





PACIFIC COMMUNITIES

Pacific Communities Builder, Inc

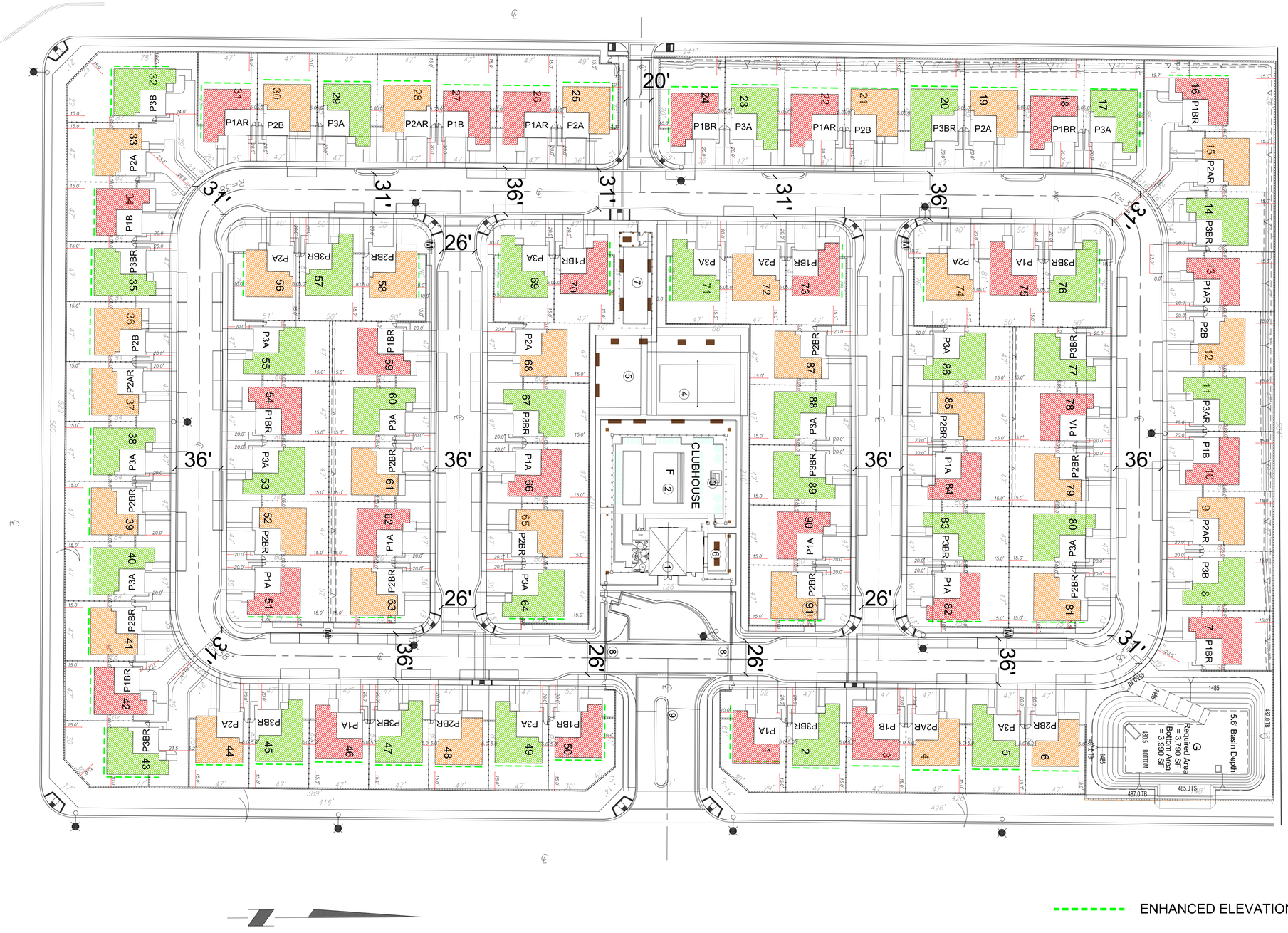
TRACT 37907, PACIFIC LANTANA

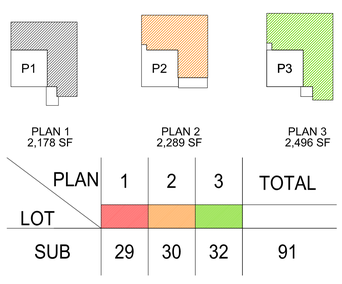
(Proposed site plan)

PERRIS, CALIFORNIA

SUMMERY - LANTANA

GROSS PROPERTY AREA	13.56 ACRES
(APPROXIMATE, WHOLE PROPERTY AREA INCLUDES ALL EASEMENT AREA)	
NET PROJECT AREA	12.80 ACRES
(APPROXIMATE, EXCLUDE STREET IMPROVEMENTS AREA)	
DENSITY BASED ON GROSS PROPERTY AREA	6.71 DU / ACRE
(BASED ON 13.56 ACRE)	
NUMBER OF DWELLING UNITS	91 UNITS
PARKING RATIO	4.99
REQUIREMENT	247
91- 2.5 RATIO PER UNIT	228
1 EXTRA PARKING EVERY 5 UNITS	19
PROPOSED	454
GARAGE	182
DRIVEWAY	182
ON STREET	90





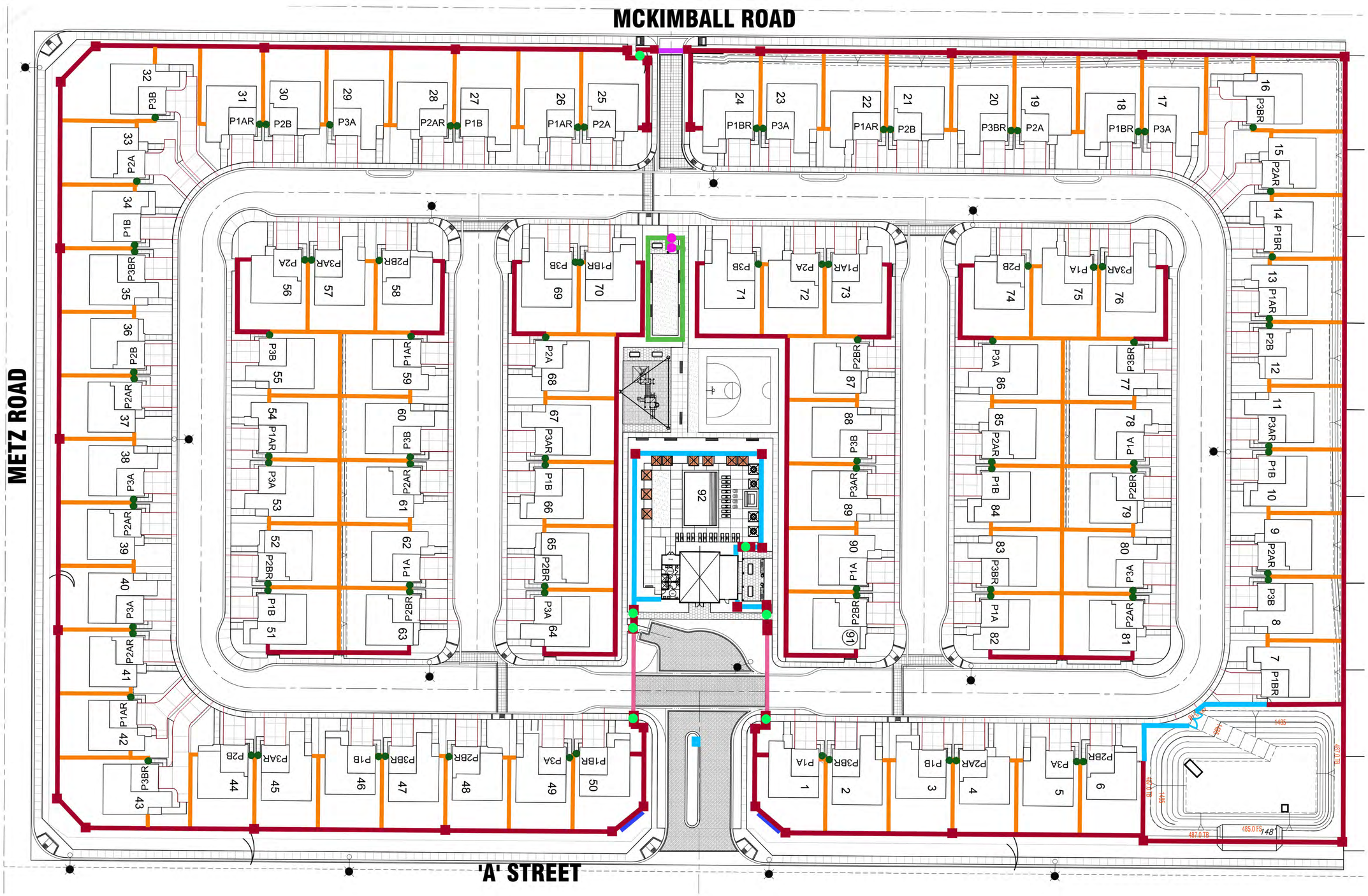
PACIFIC COMMUNITIES

Pacific Communities Builder, Inc

TRACT 37907, PACIFIC LANTANA

(Detailed Site Plan)

PERRIS, CALIFORNIA



WALL AND FENCE LEGEND:

- 6'-0" HIGH SOLID MASONRY PERIMETER COMMUNITY WALL PRECISION INSIDE / SPLIT FACE OUTSIDE FACING
- 5'-6" HIGH VINYL SIDE YARD FENCE
- 6'-0" HIGH WELDED WIRE STEEL DOG PARK FENCE
- 5'-6" HIGH TUBULAR STEEL POOL VIEW FENCE
- 6'-0" HIGH MASONRY WALL WITH SLIDING GATE
- 6'-0" HIGH ENHANCED SOLID MASONRY COMMUNITY SIGN WALL
- 6'-6" HIGH SPLIT FACE SOLID MASONRY PILASTER
- 4'-6" HIGH CALL BOX PILASTER
- 5'-6" HIGH 3' WIDE VINYL SIDE YARD GATE
- 5'-6" HIGH 3' WIDE TUBULAR STEEL ENTRY GATE
- 6'-0" HIGH WELDED WIRE STEEL DOG PARK GATE
- 5'-6" HIGH TUBULAR STEEL BASIN ENTRANCE GATE

PACIFIC LANTANA | Preliminary Landscape Plan | OVERALL WALL AND FENCE PLAN

NORTH

SCALE: 1" = 30' - 0"

0 30 60 90 120

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

TREE PLANTING LEGEND				
SYMBOL	BOTANICAL/COMMON NAME	SIZE		WUCOLS
GATED ENTRY STREET TREE				
	PALO VERDE 'DESERT MUSEUM' PALO VERDE 20' HIGH	36" BOX STD.	L	16
	ARBUTUS 'MARINA' STRAWBERRY TREE 20' - 25' HIGH	36" BOX STD.	M	9
COMMON AREA OPEN SPACE TREE				
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	48" BOX STD.	L	8
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	36" BOX STD.	L	8
	PALO VERDE 'DESERT MUSEUM' PALO VERDE 20' HIGH	36" BOX STD.	L	27
	PHOENIX DACTYLIFERA DATE PALM 20' -40' HIGH	20' BTH STD.	L	14
A STREET TREE				
	QUERCUS VIRGINIANA SOUTHERN LIVE OAK 20' HIGH	48" BOX STD.	L	61
METZ ROAD TREE				
	SCHINUS MOLLE CALIFORNIA PEPPER 40' HIGH	36" BOX STD.	L	18
MCKIMBALL ROAD TREE				
	TIPUANA TIPU TIPU TREE 40' HIGH	36" BOX STD.	M	31
STREET TREE				
	QUERCUS ILEX HOLLY OAK 20' HIGH	36" BOX STD.	L	12
	LAGERSTROEMIA INDICA 'NACHEZ' CREPE MYRTLE 20' HIGH	36" BOX STD.	M	10
FRONT YARD SHADE TREE				
	ARBUTUS 'MARINA' STRAWBERRY TREE 20' - 25' HIGH	36" BOX STD.	M	77

LEGEND

1. ENTRY DRIVE
2. SIGN MONUMENT WALL
3. RESIDENTIAL UNITS
4. NOT USED
5. CLUB HOUSE / SALES OFFICE
6. PICNIC PAVILION W/ BBQ
7. ENHANCED CONCRETE UNIT CROSS WALK PAVING
8. MEDIAN / CORNER SPECIMEN TREE
9. EVERGREEN STREET AND BACKDROP TREE
10. CANOPY PALM TREE
11. ENHANCED VEHICULAR CONCRETE UNIT PAVER
12. RECREATION POOL
13. SPA POOL
14. CHILDREN PLAY AREA
15. DOG PARK
16. HALF BASKETBALL COURT
17. HEDGE PLANT MATERIAL TO SCREEN THE WALL
18. BENCH
19. CBU MAILBOX UNITS
20. EVA MODULAR PRECAST CONCRETE PAVING WITH PRE-CUT SYNTHETIC LAWN INSET
21. EVA ENTRY WITH SLIDING TUBE STEEL GATE
22. DRAINAGE BASIN

PERCENTAGE OF LANDSCAPE AREA

TOTAL LANDSCAPE AREA: 1.83 ACRES OR 79,835 SQ. FT
TOTAL SITE AREA: 13.6 ACRES OR 591,239 SQ. FT.

PERCENTAGE OF LANDSCAPE AREA: 13%

PACIFIC LANTANA | Preliminary Landscape Plan | OVERALL Plan

NORTH

SCALE: 1" = 30' - 0"
0 30 60 90 120

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446

Front Elev. 1B - California Coastal | Front Elev. Plan 3A - Modern Farmhouse | Front Elev. 3B - California Coastal

Front Elev. 1A - Modern Farmhouse | Front Elev. 2BR - Modern Tuscany | Front Elev. Plan 3A - Modern Farmhouse

DESIGN SUBMITTAL PHASE

0 4 8 16

PACIFIC LANTANA STREET SCENE

Pacific Lantana at Perris

SINGLE - FAMILY DETACHED

PERRIS, CALIFORNIA

PACIFIC COMMUNITIES BUILDER, INC.

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

4.0

06/17/2024

A - Modern Farmhouse - Scheme 1

MODERN FARMHOUSE DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. High pitched side gable or cross-gabled roof.
3. Front porches.
4. Batten and Board Siding.
5. Roof line is integral to the style's character, multiple intersecting roof.
6. Windows are vertically proportional with mullions.
7. Concrete Flat roof tiles.
8. Clean Lines Design Garage and Entry Doors.
9. Stone Veneer Exterior.

B - California Coastal - Scheme 4

California COASTAL DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. Roof Pinches 4:12 : Gable Roofs are most common.
3. Contemporary Entry and Garage Door .
4. Clean lines window and door trim are common.
5. Front proch with stone veneer
6. Roof line is integral to the style's character, multiple intersecting roof
7. "S" Concrete Flat roof tiles.

DESIGN SUBMITTAL PHASE

PLAN 1

A, B FRONT ELEVATIONS

Pacific Lantana at Perris

SINGLE - FAMILY DETACHED

PERRIS, CALIFORNIA

PACIFIC COMMUNITIES BUILDER, INC.

0 4 8 16

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

1.1

06/17/2024

A - Modern Farmhouse - Scheme 1

MODERN FARMHOUSE DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. High pitched side gable or cross-gabled roof.
3. Front porches.
4. Batten and Board Siding.
5. Roof line is integral to the style's character, multiple intersecting roof.
6. Windows are vertically proportional with mullions.
7. Concrete Flat roof tiles.
8. Clean Lines Design Garage and Entry Doors.
9. Stone Veneer Exterior.

B - California Coastal - Scheme 4

California COASTAL DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. Roof Pinches 4:12 : Gable Roofs are most common.
3. Contemporary Entry and Garage Door .
4. Clean lines window and door trim are common.
5. Front proch with stone veneer
6. Roof line is integral to the style's character, multiple intersecting roof
7. "S" Concrete Flat roof tiles.

DESIGN SUBMITTAL PHASE

PLAN 2

A, B FRONT ELEVATIONS

Pacific Lantana at Perris

SINGLE - FAMILY DETACHED

PERRIS, CALIFORNIA

PACIFIC COMMUNITIES BUILDER, INC.

0 4 8 16

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel: (949) 660-8988
Fax: (949) 253-0683

2.1

06/17/2024

A - Modern Farmhouse - Scheme 1

MODERN FARMHOUSE DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. High pitched side gable or cross-gabled roof.
3. Front porches.
4. Batten and Board Siding.
5. Roof line is integral to the style's character, multiple intersecting roof.
6. Windows are vertically proportional with mullions.
7. Concrete Flat roof tiles.
8. Clean Lines Design Garage and Entry Doors.
9. Stone Veneer Exterior.

B - California Coastal - Scheme 4

California COASTAL DESIGN ENHANCEMENTS

1. Sand finish stucco is most common.
2. Roof Pinches 4:12 : Gable Roofs are most common.
3. Contemporary Entry and Garage Door .
4. Clean lines window and door trim are common.
5. Front proch with stone veneer
6. Roof line is integral to the style's character, multiple intersecting roof
7. "S" Concrete Flat roof tiles.

DESIGN SUBMITTAL PHASE

PLAN 3

A, B FRONT ELEVATIONS

Pacific Lantana at Perris

SINGLE - FAMILY DETACHED

PERRIS, CALIFORNIA

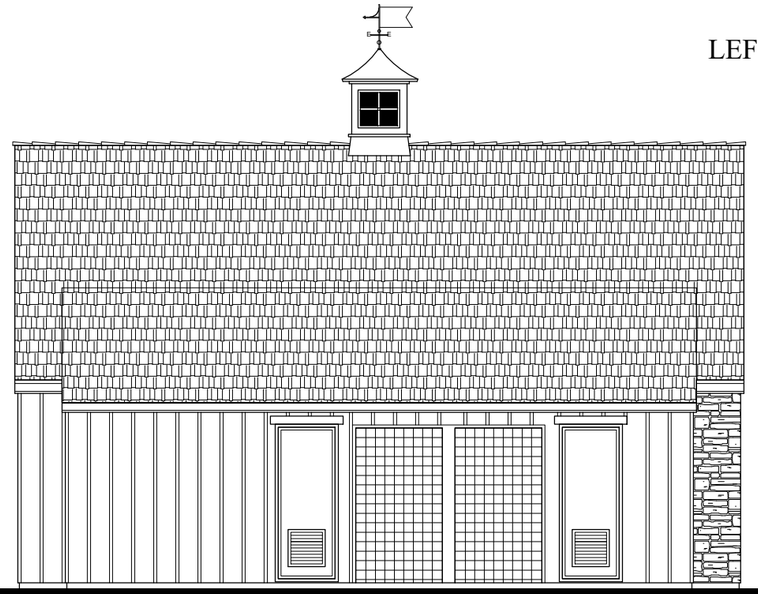
PACIFIC COMMUNITIES BUILDER, INC.

0 4 8 16

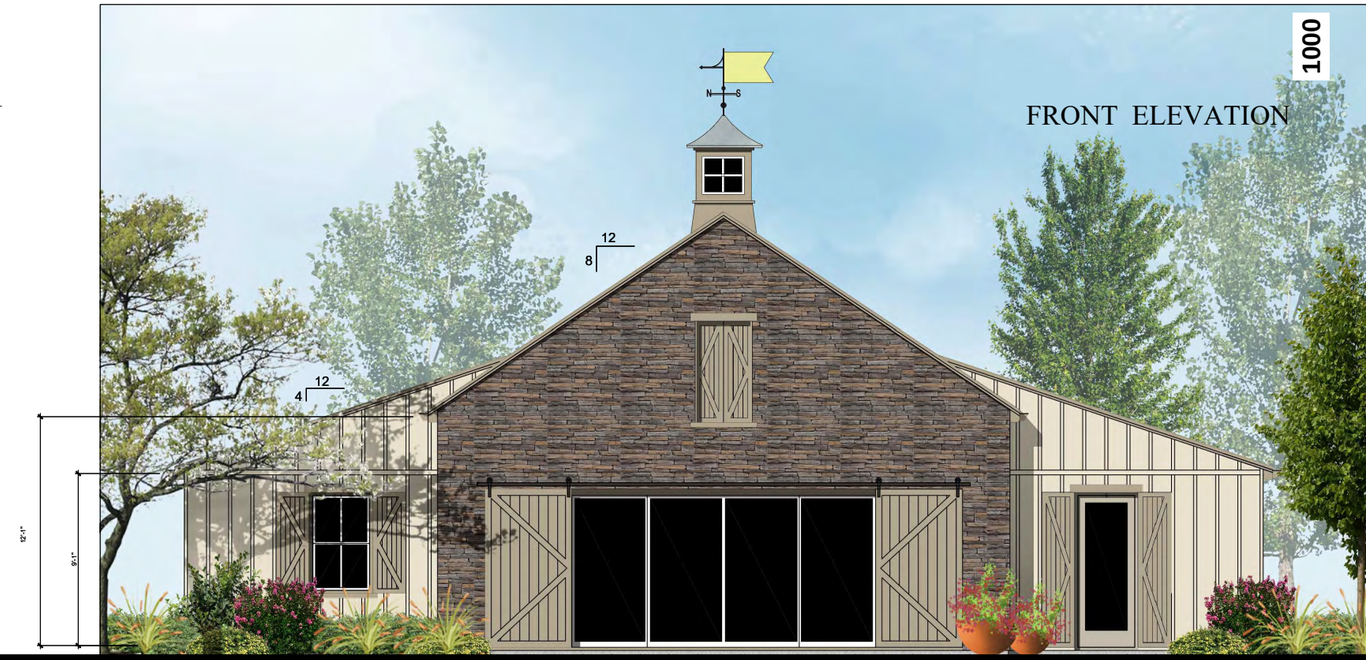
PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

3.1

06/17/2024

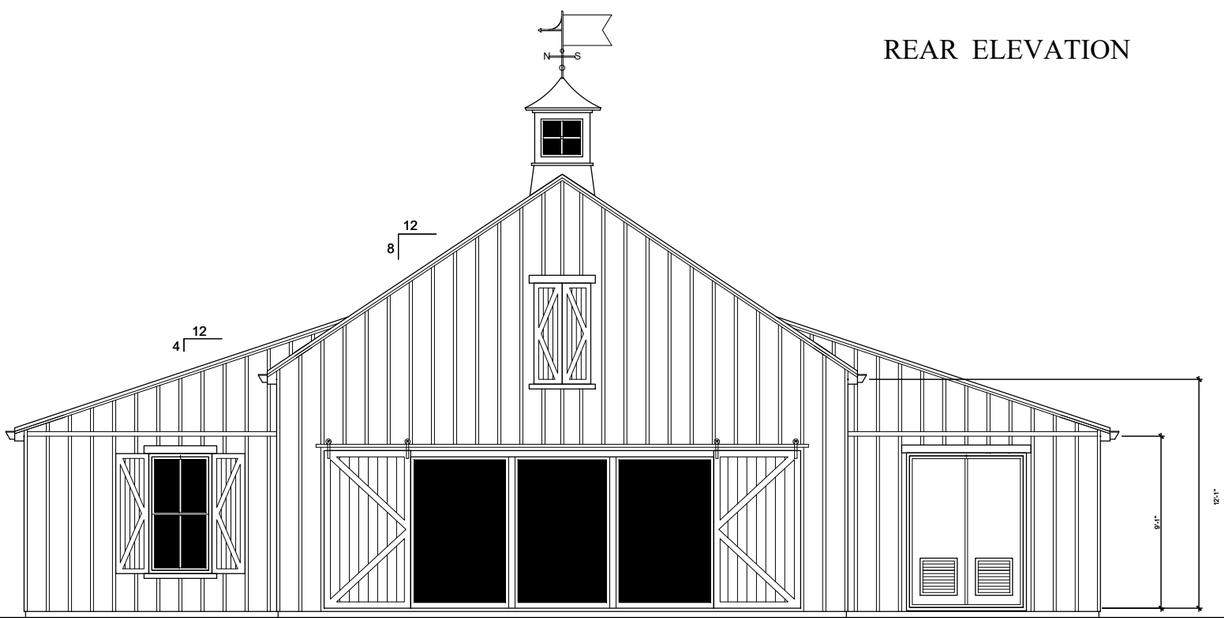


LEFT ELEVATION

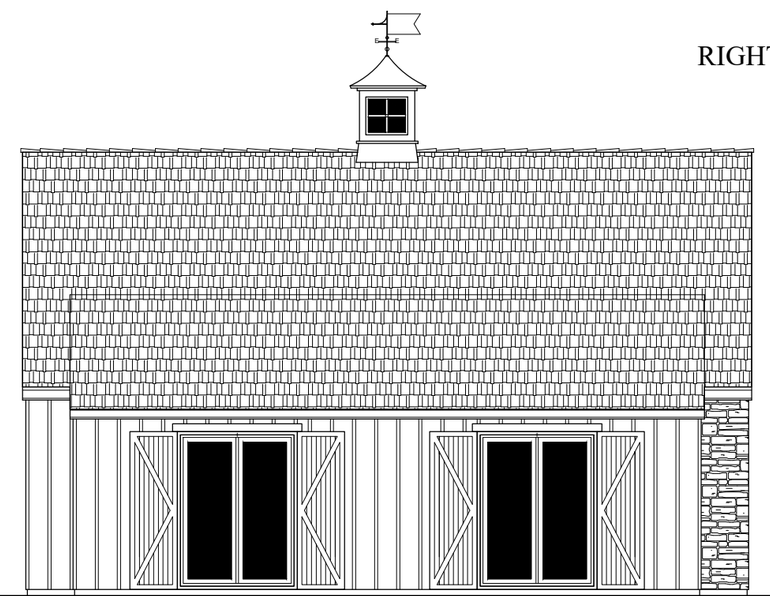


FRONT ELEVATION

(RECREATION BUILDING COLOR IS AT PRELIMINARY STAGE AND SUBJECT TO CHANGE.)



REAR ELEVATION



RIGHT ELEVATION

(STONE VENEER DESIGN SIMILAR TO THE FRONT ELEVATION APPROACH COULD BE CONSIDERED AS AN OPTION.)

Pacific Lantana

Single-Family Detached

Perris, California

Pacific Communities Builder, Inc.

Elevations

Recreation Building

APPROXIMATE SIZE 2020 Sq. Ft.

FOR ARCHITECTS USE ONLY. DIMENSIONS TAKEN TO FACE OF STUD.

PACIFIC COMMUNITIES
1000 Dove Street, Suite 300
Newport Beach, CA 92660
Tel:(949)660-8988
Fax:(949)253-0683

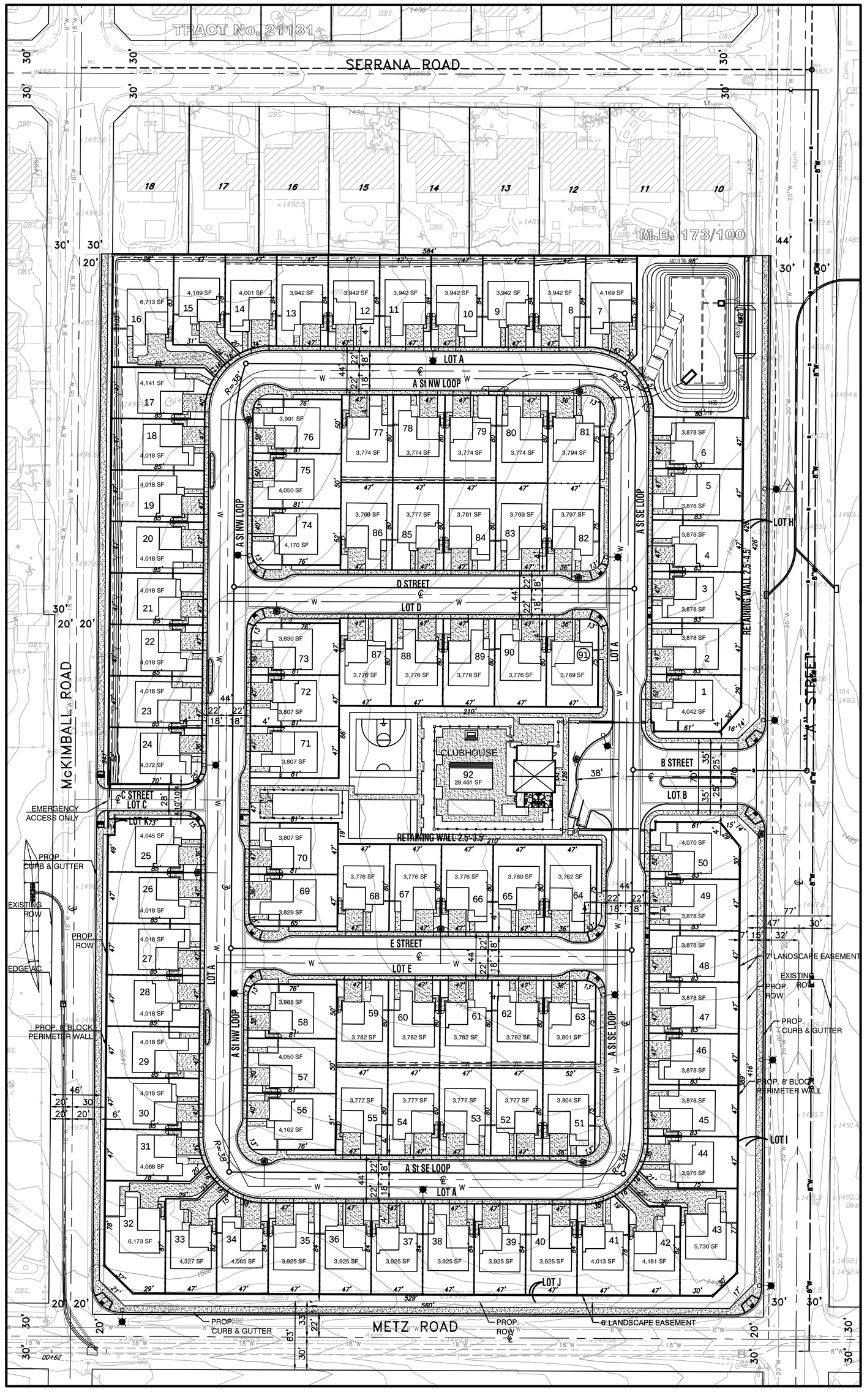
RB.2

May 28, 2022

Attachment 7

Tentative Tract Map No. 37907

PACIFIC LANTANA
TENTATIVE TRACT MAP NO. 37907
CITY OF PERRIS, CA



PARCEL AREA TABLE	
PARCEL #	AREA (SF)
1	4,042
2	3,878
3	3,878
4	3,878
5	3,878
6	3,878
7	4,169
8	3,942
9	3,942
10	3,942
11	3,942
12	3,942
13	3,942
14	4,001
15	4,198
16	6,713
17	4,141
18	4,018
19	4,018
20	4,018
21	4,018
22	4,018
23	4,018
24	4,372
25	4,045
26	4,018
27	4,018
28	4,018
29	4,018
30	4,018
31	4,068
32	6,173
33	4,327
34	4,065
35	3,925
36	3,925
37	3,925
38	3,925
39	3,925
40	3,925
41	4,013
42	4,181
43	5,736
44	3,975
45	3,878
46	3,878

PARCEL AREA TABLE	
PARCEL #	AREA (SF)
47	3,878
48	3,878
49	3,878
50	4,070
51	3,804
52	3,777
53	3,777
54	3,777
55	3,777
56	4,162
57	4,050
58	3,988
59	3,782
60	3,782
61	3,782
62	3,782
63	3,801
64	3,782
65	3,776
66	3,776
67	3,776
68	3,776
69	3,829
70	3,807
71	3,807
72	3,807
73	3,830
74	4,170
75	4,050
76	3,991
77	3,774
78	3,774
79	3,774
80	3,774
81	3,794
82	3,797
83	3,769
84	3,761
85	3,777
86	3,769
87	3,776
88	3,776
89	3,776
90	3,776
91	3,769

STREETS	
A	95,905
B	4,048
C	2,637
D	14,367
E	14,386
CLUBHOUSE, BASIN & LANDCAPE	
92	29,461
F	NOT USED
G	14,630
H	3,773
I	4,048
J	3,571
K	137

TOTAL SITE ESTIMATED CUT/FILL VOLUMES	
CUT VOLUME	35,360 CY
FILL VOLUME	24,230 CY
RAW TOTAL	59,590 CY CUT
ADJUSTED TOTAL	11,130 CY CUT

NOTES:
1) EARTHWORK VOLUMES ARE ESTIMATED BASED ON VERTICAL CUT LINES AT PROPERTY BOUNDARIES.
2) EARTHWORK VOLUMES ASSUMES 10% ADJUSTMENT FOR SHRINKAGE AND SUBSIDENCE.
3) ADJUSTED EARTHWORK TOTAL INCLUDES REMEDIAL GRADING.
4) EARTHWORK VOLUMES BASED ON COMPARISON TO EXISTING TOPO DATED 2021

EASEMENTS:

1. AN EASEMENT FOR UTILITY AND INCIDENTAL PURPOSES, RECORDED APRIL 9, 1926 IN BOOK 675, PAGE 55 OF DEEDS, RECORDS OF RIVERSIDE COUNTY.

UTILITY LEGEND

- W — PROPOSED WATER (1801 ZONE)
- S — PROPOSED SEWER
- PROPOSED STORM DRAIN
- W — EXISTING WATER
- S — EXISTING SEWER
- EXISTING STORM DRAIN

WQMP MEASURES

SEE WQMP CONCEPTUAL SITE PLAN FOR TREATMENT FACILITIES.

LOT SUMMARY TABLE

Lot No.	Land Use
1-91	RESIDENTIAL LOTS
LOT A	REC CENTER/PRIVATE PARK
"B"	WQMP/DETENTION BASIN
"B", "C", "D", & "E"	PRIVATE STREETS
"A" St LOOP SE	PRIVATE STREET
"A" St LOOP NW	PRIVATE STREET
"G"	H.O.A. SLOPE

UTILITY NOTES

WATER: EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92572
(951) 928-3777

SEWER: EASTERN MUNICIPAL WATER DISTRICT
2270 TRUMBLE ROAD
PERRIS, CA 92572
(951) 928-3777

GAS: SOUTHERN CALIFORNIA GAS CO.
1981 W. LUGONIA AVE.
REDLANDS, CA. 92374
(909) 335-7828

PHONE: SBC/PACIFIC BELL
1265 N. VAN BUREN, SUITE 180
ANAHEIM, CA. 92807
(714) 666-5423

GTE (VERIZON)
150 S. JUANITA ST.
HEMET, CA. 92543
(951) 672-6518

ELECTRIC: SO. CAL. EDISON CO.
26100 MENIFEE ROAD
ROMOLAND, CA. 92585
(951) 928-8207
(951) 820-5498

FIRE: RIVERSIDE COUNTY FIRE DEPARTMENT
4080 LEMON STREET 2ND FLOOR
RIVERSIDE, CA. 92502
(951) 955-4777

FIBER OPTIC: LEVEL 3 COMMUNICATIONS
NETWORK RELOCATIONS DEPARTMENT
1025 ELDORADO BLVD BLDG 33A-522
BROOMFIELD, CO 80021
(720) 888-5688

STATEMENT OF PREPARER

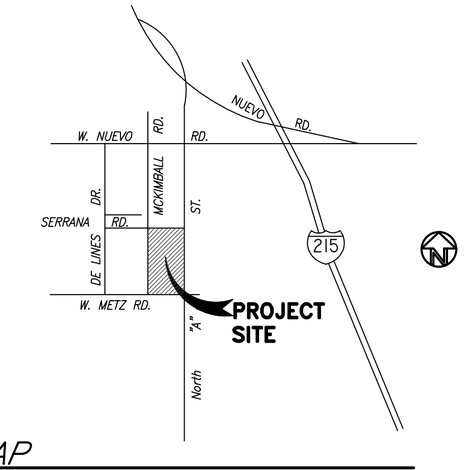
I HEREBY STATE THAT THIS MAP WAS PREPARED UNDER MY SUPERVISION AND THAT THE OWNER OF RECORD HAS KNOWLEDGE OF AND CONSENTS TO THE FILING OF THIS MAP.

DATE_____

BRANDON M. BARNETT
P.L.S. 9040

PROFESSIONAL LAND SURVEYOR
BRANDON M. BARNETT
No. 9040
STATE OF CALIFORNIA

60' 0 60' 120' 180'
SCALE IN FEET



VICINITY MAP

N.T.S.

NOTES

1. PREPARED: SEPTEMBER 2021
2. TOTAL PROJECT GROSS ACREAGE: 13.61 AC.
3. MINIMUM RESIDENTIAL LOT SIZE: 3,760 S.F.
4. EXISTING GENERAL PLAN DESIGNATION: SINGLE FAMILY RESIDENTIAL
5. PROPOSED GENERAL PLAN DESIGNATION: SINGLE FAMILY RESIDENTIAL
6. EXISTING LAND USE: VACANT
7. PROPOSED LAND USE: SINGLE FAMILY RESIDENTIAL
8. EXISTING ZONING: R-6000
9. PROPOSED ZONING: R-6000-PD
10. PROPOSED DENSITY: 6.71 DU/AC
11. ADJACENT LAND USE:
NORTH, SOUTH, EAST & WEST:
GENERAL PLAN - SINGLE FAMILY RESIDENTIAL
ZONING - R-6000
EXISTING USE - SINGLE FAMILY RESIDENTIAL
12. THOMAS BROTHERS GUIDE: RIVERSIDE COUNTY, PAGE 807, GRID F-1
13. ALL EXISTING EASEMENTS AND IRREVOCABLE OFFERS OF DEDICATION THAT AFFECT THE PROPERTY BEING SUBDIVIDED ARE SHOWN ON THIS TENTATIVE TRACT MAP.
14. ALL EXISTING EASEMENTS ARE TO REMAIN IN THEIR DESIGNATED LOCATIONS UNLESS NOTED OTHERWISE.
15. THE SUBJECT PROPERTY IS WITHIN A SANTA ANA RIVER WATERSHED.
16. THE SUBJECT PROPERTY IS WITHIN FLOOD ZONE X PER FIRM MAP 06065C1440H EFFECTIVE: 8/18/2014
17. ALL PARTIES HAVING A BENEFICIARY INTEREST IN THE PROPERTY BEING SUBDIVIDED ARE AWARE OF AND CONSENT TO THE FILING OF THIS TENTATIVE TRACT MAP.
18. "A"-"H" STREETS ARE TO BE PRIVATE AND WILL BE MAINTAINED BY AN HOA. ALL OTHER STREETS SHOWN SHALL BE CITY PUBLIC STREETS.
19. SCHOOL DISTRICT: PERRIS UNION HIGH SCHOOL DISTRICT
20. ALL MAJOR SLOPES, OPEN SPACE, PRIVATE DRAINAGE FACILITIES, FIRE BREAKS, HABITAT AREAS, ROAD ACCESS EASEMENTS, AND ANY OTHER COMMON AMENITIES SHALL BE MAINTAINED BY THE CITY'S LLMD OR CFD OR A HOMEOWNERS ASSOCIATION, RESPECTIVELY AS SHOWN ON HEREON.
21. THE HOME OWNERS ASSOCIATION SHALL BE ESTABLISHED SUBJECT TO CURRENT STATE LAWS AND BE SUBJECT TO THE APPROVAL OF THE CITY ATTORNEY AND COMMUNITY DIRECTOR WHO SHALL REVIEW ALL CC&R'S AND RULES FOR THEIR ADEQUACY AND COMPLETENESS. THE CITY ATTORNEY SHALL REVIEW CC&R'S, HOMEOWNERS ASSOCIATION DOCUMENTS AND ALL DOCUMENTS TO CONVEY TITLE TO THE HOMEOWNERS ASSOCIATION.
22. ALL SLOPES ARE PRIVATE UNLESS THEY ARE WITHIN A LETTERED H.O.A. OR LLMD/CFD LOT.
23. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
24. AERIAL TOPOGRAPHY PREPARED BY KWC ENGINEERS, 9/30/2021, 1988 DATUM.

INDEX

	SHEET NO.
GENERAL NOTES AND TENTATIVE TRACT MAP	1
CROSS SECTIONS	2

A.P.N.

311-030-012 AND 311-030-013

LEGAL DESCRIPTION

APN(S): 311-030-012 AND 311-030-013

PARCEL 1:
THE SOUTH HALF OF LOT 6 OF DELINES SUBDIVISION OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 4 SOUTH, RANGE 3 WEST, SAN BERNARDINO MERIDIAN AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 24 OF MAPS, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA

PARCEL 2:
LOT 5 OF DELINES SUBDIVISION , AS SHOWN BY MAP ON FILE IN BOOK 1, PAGE 24 OF MAPS, RIVERSIDE COUNTY RECORDS.
EXCEPTING THEREFROM THE EASTERLY 30 FEET CONVEYED TO COUNTY OF RIVERSIDE BY DEED RECORDED MAY 12, 1959 AS INSTRUMENT No. 40876 IN BOOK 2469 PAGE 417 OFFICIAL RECORDS OF RIVERSIDE COUNTY.

SOILS ENGINEER

GEOTEK, INC.
1548 N. MAPLE STREET
CORONA, CA 92880
(951) 710-1160

LANDSCAPE ARCHITECT

SMP ENVIRONMENTAL DESIGN
34197 PACIFIC COAST HWY, SUITE 200
DANA POINT, CA 92629
(949) 443-1446

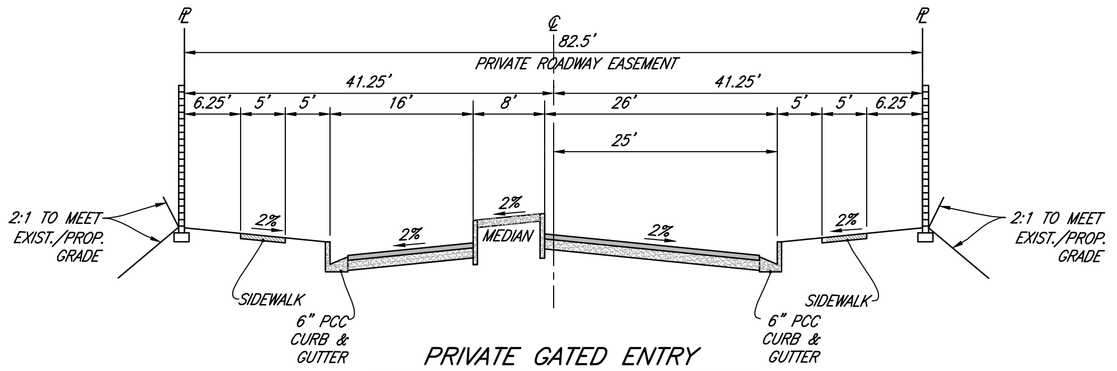
TENTATIVE TRACT MAP NO. 37907
PACIFIC LANTANA
CITY OF PERRIS

PREPARED FOR:
PACIFIC COMMUNITIES
1000 DOVE STREET, SUITE 300
NEWPORT BEACH, CA 92660
949-660-8988

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

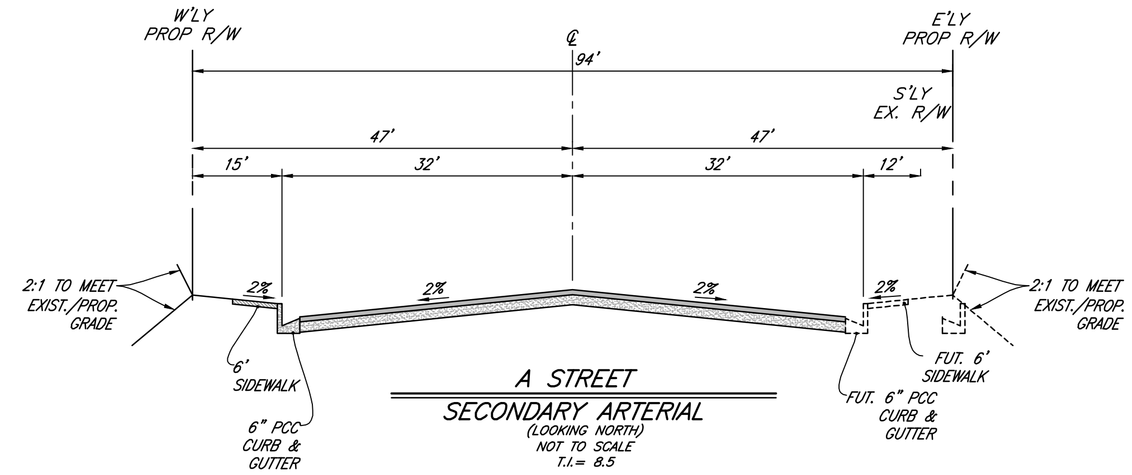
SHEET 1 OF 2 SHEETS

JN 21.2199 R:\21.2199\PRELIM MAPS\TENT\2199 TTM 01.dwg 0503-24



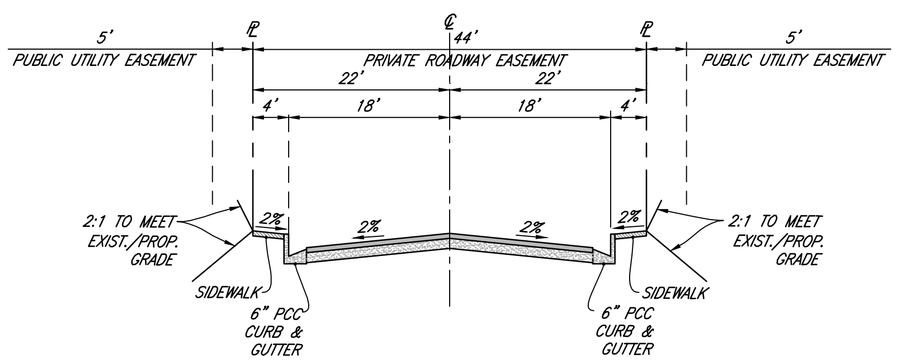
PRIVATE GATED ENTRY

(LOOKING WEST)
NOT TO SCALE
T.I.= 6



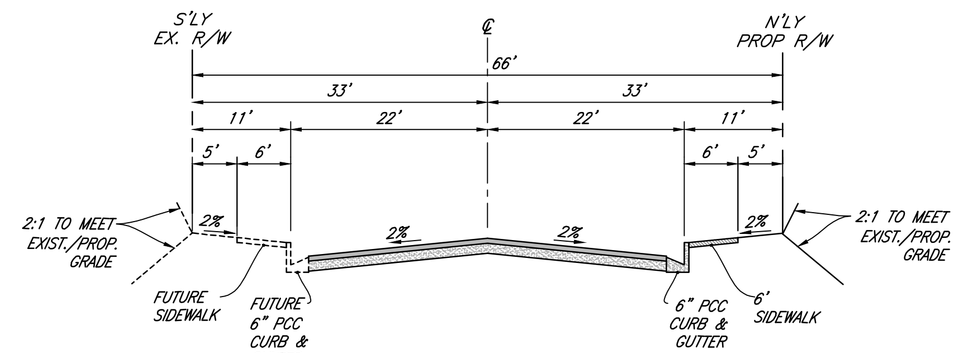
A STREET
SECONDARY ARTERIAL

(LOOKING NORTH)
NOT TO SCALE
T.I.= 8.5



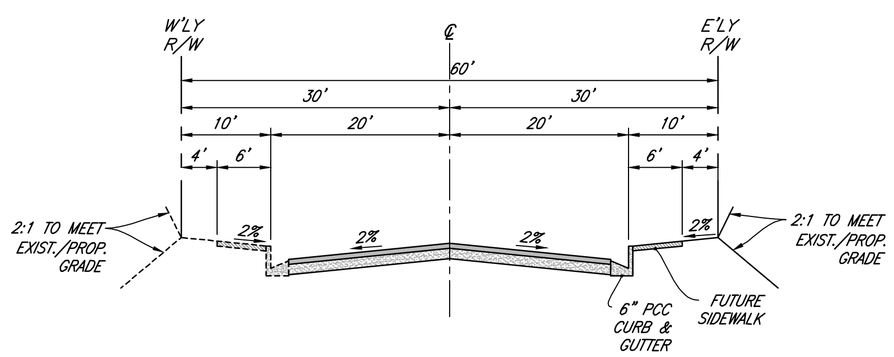
ONSITE LOCAL STREET SECTION

NOT TO SCALE
T.I.= 6



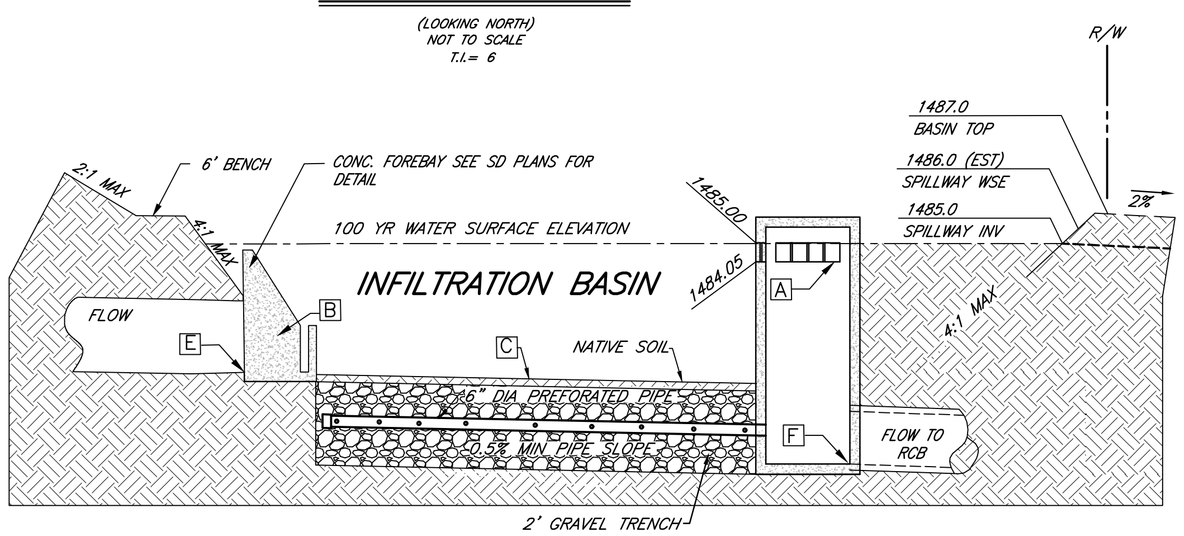
METZ ROAD
COLLECTOR

(LOOKING WEST)
NOT TO SCALE
T.I.= 7.0



McKIMBALL ROAD
LOCAL STREET SECTION

(LOOKING NORTH)
NOT TO SCALE
T.I.= 6



INFILTRATION BASIN DETAIL

NOT TO SCALE

TENTATIVE TRACT MAP NO. 37907
PACIFIC LANTANA
CITY OF PERRIS

PREPARED FOR:
PACIFIC COMMUNITIES
1000 DOVE STREET, SUITE 300
NEWPORT BEACH, CA 92660
949-660-8988

KWC ENGINEERS
CIVIL ENGINEERS • PLANNERS • SURVEYORS
1880 COMPTON AVENUE, SUITE 100 • CORONA, CA. 92881-3370 • 951-734-2130

SHEET 2 OF 2 SHEETS

JN 21.2199 P:\21\2199\PRELIM\MAPS\TEN\2199 TTM 01.dwg 8/1/2024

Attachment 8

Planning Commission Staff Report Without Exhibits – Dated September 2, 2026

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: September 2, 2026

SUBJECT: Planned Development (PD) Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), Development Plan Review 22-00014 *(Continued from the July 15, 2026, meeting)* – A proposal to consider the following entitlements to facilitate a gated residential development on 12.8 acres, located north of Metz Road between McKimball Road and "A" Street:

1) Planned Development Overlay Zone to allow flexibility from the R-6,000 Single Family Residential development standards;
2) Tentative Tract Map to subdivide 12.8 acres into 91 residential lots; and
3) Development Plan Review for review of the site plan and building elevations.

Applicant: Anthony Arnest of Pacific Communities.

REQUESTED ACTION: Adopt Resolution No. 26-14 recommending that the City Council adopt Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program and approve Planned Development Overlay Zone 22-05152, Tentative Tract Map 22-05153 (TTM 37907), and Development Plan Review 22-00014 to facilitate the construction of a gated 91 detached single-family residential development on 12.8 acres, located north of Metz Road between McKimball Road and "A" Street, based on the findings contained in the Resolution and subject to the Conditions of Approval.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND

The project has been continued multiple times since October 2024 (October 16, 2024, December 4, 2024, December 18, 2024). Most recently, on July 15, 2026, the Planning Commission unanimously voted to continue the project to the September 2, 2026, meeting.

The 12.8-acre project site is vacant and consists of two (2) vacant parcels located north of Metz Road between McKimball Road and "A" Street. The project site is relatively flat and generally slopes from west to east. The project site is surrounded by single-family residences to the north; single-family residences and vacant land to the west; a 145-unit single-family residential development to the south, currently under construction; and an approved, not-yet-constructed 360-unit multi-family residential development to the east (Exhibit B).

PROJECT DESCRIPTION

The applicant is requesting approval of a Planned Development Overlay Zone, Tentative Tract Map, and Development Plan Review to subdivide the 12.8-acre site into 91 lots and facilitate construction of a gated, single-family residential development, as summarized below:

- *Residential Lots/Units*

  The proposed 91-lot subdivision consists of lots ranging in size from 3,769 to 6,713 square feet, resulting in a density of 6.71 units per acre. A total of five (5) lettered lots, each comprised of 1.4 acres, are proposed for open space and street dedication. Three (3) two-story floor plans are proposed, ranging from 2,166 to 2,577 square feet. Each residential unit includes up to 5 bedrooms, with some units having the option to convert the ground-level bedroom into a junior accessory dwelling unit (JADU). Each residential unit also includes three full bathrooms, a kitchen, a dining room, a front porch ranging from 45 to 55 square feet, and an attached garage.

- *Amenities*

  The project includes 29,461 square feet of recreation area, including a 2,020-square-foot single-story clubhouse/sales office, an activity lawn, a swimming pool and spa, a children's play area/tot-lot, a half basketball court, a picnic pavilion with BBQ, and a dog park.

- *Access/Circulation*

  Primary access to the site will be provided from "A" Street, with secondary access from McKimball Road for egress and fire access only. Both access points will feature stamped concrete, while the primary entrance will include a raised, landscaped center median. A private main-loop road and two (2) interior streets will provide access to each lot within the subdivision. The roadway system will include curbs, gutters, and sidewalks, along with traffic-calming measures such as choked intersections, bulb-out street corners, and on-street parking. The project site will be secured by a 6-foot-high perimeter block wall with pilasters and automatic gates.

PROJECT ANALYSIS

The table below summarizes the project's consistency with the General Plan, Title 19 - Zoning Code, Title 18 - Subdivisions Code, and the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan.

CONSISTENCY TABLE
Consistency with the General Plan
The project site is in Planning Area 7 (Westside Residential) of the General Plan, which is primarily residential and makes up 12.6% of the City's land area. It is bounded by Nuevo Road to the north, the city limits to the west, downtown to the east, and Mapes Road to the south. The project site has a General Plan land use designation of R-6,000, which allows for a maximum density of 7.0 dwelling units per acre. The project proposes a density of 6.71 dwelling units per acre, which complies with the maximum allowable density. Additionally, as proposed, the project is consistent with the following policies of the General Plan:

CONSISTENCY TABLE
• <u>Safety Element</u>: *Policy S-6.1:* Ensure new development complies with the development requirements of the AICUZ Land Use Compatibility Guidelines and ALUP Airport Influence Areas for March Air Reserve Base. *Policy S-6.3:* Effectively coordinate with March Air Reserve Base on development within its influence areas. • <u>Housing Element:</u> *Policy 1.2*: Promote development within the City that provides a variety of housing types and densities based on the suitability of the land, including the availability of infrastructure, the provision of adequate services, and recognition of environmental constraints.
Consistency with Title 19 - Zoning Code The project site is zoned R-6,000 – Single Family Residential, which is intended for attached or detached medium-density residential development such as duplexes, condominiums, and townhomes at a density of four (4) to seven (7) dwellings per acre. The proposed residential subdivision proposes a density of 6.71 dwellings per acre with lot sizes ranging from 3,769 to 6,713 square feet. Thus, the project's density is within the underlying zone's allowable density. Applying the Planned Development Overlay (PD) Zone will provide flexibility in lot sizes, lot dimensions, and setbacks while promoting high-quality architecture and site design, open space conservation, recreational amenities, and pedestrian connectivity (Exhibit C). Consistent with the intent of the PD Overlay Zone, the project has been designed to provide a superior residential environment through a comprehensive site design that incorporates approximately 1.83 acres of landscaped area, which includes amenities such as a clubhouse/sales office, activities lawn, swimming pool and spa, children's play area/tot-lot, half basketball court, and dog park. The proposed density is compatible with surrounding development and is not anticipated to adversely affect public health, safety, welfare, comfort, or convenience.
Consistency with Title 18 – Subdivisions The project proposes a Tentative Tract Map (TTM 37907) to subdivide two (2) vacant parcels consisting of 12.8 acres into 91 lots and five (5) lettered lots for recreational amenities, a detention basin, and private streets (Exhibit F). As proposed, the subdivision meets the minimum standards of the Subdivision Code and lot standards of the R-6,000 Zone with the Planned Development Overlay Zone.
Consistency with the March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan The project site is located within Zone D (Flight Corridor Buffer) of the March Air Reserve Base Airport Land Use Compatibility Plan, which has no density limitations for residential development (Exhibit D). On August 11, 2026, the Airport Land Use Commission (ALUC) determined the project to be conditionally consistent with Zone D of the MARB/IPA ALUCP.

COMPLIANCE WITH APPLICABLE DEVELOPMENT STANDARDS

The table below summarizes compliance with the Development Standards of the R-6,000 Single Family Residential Zone and Parking Standards, subject to the approval of the Planned Development Overlay Zone development criteria found in Chapter 19.59 of the Zoning Code.

Development Standards Residential-6,000 Zone and Planned Development Overlay (PD) Zone*				
Standard			**Proposed**	**Consistent**
Density		4-7 du/ac	6.71 du/ac	Yes
Lot Dimensions	**Lot Area**	As deemed appropriate for the proposed use	3,769 to 6,713 sq. ft.	Yes
	Lot Width		47 - 52 feet	Yes
	Lot Depth		80 feet	Yes
Yard Standards	**Front Yard**	20 feet - Primary Building 20 feet – Garage*	*8 feet 20 feet	Yes
	Side Yard	5 feet	5 feet	Yes
	Street Side Yard	15 feet combined with 7 ½ feet per side (Two Stories)	*6 feet	Yes
	Rear Yard	20 feet	*15 feet	Yes
Private Yards		200 square feet	750+/- sq. ft.	Yes

Note: *PD Overlay Zone allows flexibility concerning lot dimensions, and yard requirements as deemed appropriate by the approving authority.

Chapter 19.69 - Parking Standards Requirements of Section 19.69.020 (b) General Regulations				
Use	**Standard – Single Family**	**Required**	**Proposed**	**Consistent**
Visitor Parking	0.3 – 0.5 Spaces per unit* (91 units)	46 spaces	90 spaces	Yes
Covered Parking	2 garage spaces/unit - 91 units	182 spaces	182 spaces	Yes
	Total Parking	**228 spaces**	**272 spaces**	Yes
	Total Surplus Parking	**44 spaces**		

COMPLIANCE WITH OTHER APPLICABLE REQUIREMENTS

- **Building Elevations/Architecture**

  The proposed residential units are designed in two architectural styles: Modern Farmhouse and California Coastal. The project includes three floor plans, each consisting of two stories. Building façades will incorporate a variety of materials and colors, including stucco in white, light tan, and gray tones; wood siding ranging from light to dark gray; and stone in light gray, off-white, and tan tones. Architectural enhancements are proposed for homes located on corner lots and for rear yards visible from adjacent rights-of-way, and include shutters on rear and side windows, enhanced foam trim around windows, and decorative roof vents. As conditioned, decorative coach lights are required on all façades. In addition, all exterior doors shall be illuminated by either a decorative coach light or soffit-mounted lighting located beneath the roof eave (Exhibit E).

- **Landscaping**

  The conceptual landscape plan shows the project will provide 79,835 square feet of landscaped area equivalent to 13 percent landscape coverage. A total of 291 trees are proposed throughout the site, of which 222 trees will be 36-inch boxes in size, 69 trees will be 48-inch box in size and 20 feet in height for the street frontages along Metz Road and "A" Street, and 40 feet in height on McKimball Road. The internal streets are lined with approximately one tree per lot/home, each ranging from 20 to 25 feet tall. Both entries to the project site will be enhanced with 50 trees, 48-inch box in size, and 20 feet in height. Other plant materials proposed throughout the project site include shrubs and ground cover ranging from 1-gallon to 15-gallon and 24-inch box. The developer will provide front-yard landscaping for all units, and rear-yard landscaping will be at the homeowner's discretion (Exhibit E).

- **Perimeter Wall and Fencing**

  The proposed project will be secured by a 6-foot-high decorative masonry wall with a decorative cap and decorative masonry block pilasters. The project will have two automatic steel gates to secure the property at the primary entrance off "A" Street and a tubular steel gate at the emergency access gate off McKimball Road. Tubular steel fencing will secure the pool area. The dog park is proposed to be enclosed with welded-wire steel fencing. Staff is recommending the replacement of the dog park fencing with tubular steel fencing to provide consistency in the project's overall fencing design. Internal fencing between lots will consist of 5- to 6-foot-high vinyl fencing (Exhibit E).

- **Homeowners Association**

  As conditioned, all project amenities, including common open space areas; the clubhouse; swimming pool and spa; dog park; internal sidewalks and streets; lighting; landscaping, including front yard landscaping; perimeter walls and landscaping, fencing around the swimming pool, dog park, and bioretention area; entry monument; the entry gate kiosk and all other project amenities will be installed by the developer and maintained in perpetuity for the life of the project by a Homeowners Association (HOA).

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared for the project per the California Environmental Quality Act (CEQA), which concluded that all potential significant environmental effects could be reduced to less than significant levels with mitigation measures. In accordance with the California Environmental Quality Act (CEQA), a Notice of Intent to adopt a Mitigated Negative Declaration (NOI) was published with a 30-day public review period starting on May 22, 2026, and ending on June 22, 2026. The NOI was also posted on the City's website and at City Hall and sent to public agencies and property owners within a 300-foot radius of the Project site (Exhibit G). During the 30-day comment period, the City received five (5) comment letters regarding this project:

1. *March Inland Port Airport Authority* – Noted minor typographical errors, which have been corrected in the Final Mitigated Negative Declaration, and noted that the project should be reviewed by ALUC. ALUC reviewed the project on August 11, 2026, and determined it to be conditionally consistent with the Airport Plan.
2. *Riverside County Flood Control District and Water Conservation District (First and Second Letters)* - Both letters are generally informational. As requested in the letter, the Applicant will enter a cooperative agreement with the Riverside County Flood Control and Water Conservation District (District) regarding the proposed project-related Master Drainage Plan facilities and obtain an encroachment permit for any construction-related activities within District right-of-way and/or facilities.
3. *Riverside County Transit Agency* – Provided an acknowledgment of their review of the IS/MND and had no comments.
4. *United States Fish and Wildlife Service* – Provided information that a burrowing owl protocol survey is required even if construction during the breeding season is avoided. In response, the mitigation measures have been revised to include the survey protocols.

None of the letters raised environmental concerns not already addressed in the IS/MND. Responses to comments have been included in the Final MND (Exhibit H).

PUBLIC HEARING NOTICE

A Notice of Public Hearing for the July 15, 2026, Planning Commission meeting was published in the local newspaper and provided to affected agencies and property owners within 300 feet of the project site (Exhibit N). Because the project was continued to the September 2, 2026, Planning Commission meeting, a separate public hearing notice is not required.

Staff received one (1) comment letter from a Perris resident opposing the rezone from R-6,000 to the R-6,000-PD – Single Family Residential and Planned Development Overlay Zone to allow for more housing. In addition to opposing the rezone, the resident requested that the developer provide single-story homes as a buffer between the proposed project and the existing homes to the north, and construct a walking path around the proposed development (Exhibit I).

In response to the comments, the development provides rear yard setbacks ranging from 20 to 25 feet, consistent with the minimum 20-foot requirement in the R-6,000 Zone. The R-6,000 Zone also permits two-story residences; therefore, the proposed building heights are consistent with the applicable zoning regulations, and a single-story home buffer is not required. The project also provides adequate pedestrian connectivity through internal walkways and sidewalks along all street frontages. As a result, an additional perimeter walking path is not necessary. Thus, the proposed development is consistent with Municipal Code requirements for setbacks, building height, and pedestrian connectivity.

RECOMMENDATION

Adopt Resolution No. 26-14, recommending that the City Council adopt Mitigated Negative Declaration No. 2398 and the Mitigation Monitoring and Reporting Program, and approve Planned Development Overlay 22-05152 Zone, Tentative Tract Map 22-05153 (TTM 37907) and Development Plan Review 22-00014 to facilitate the construction of a gated 91 detached single-family residential development on 12.8 acres, located north of Metz Road between McKimball Road and "A" Street, based on the findings contained in the Resolution and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this project since all project costs are borne by the applicant.

Prepared by: Mathew Evans, Project Planner
Reviewed by: Patricia Brenes, Planning Manager

EXHIBITS:

A. ~~Resolution 26-14 with Conditions of Approval (Planning, Fire, and ALUC, Engineering, Public Works, Community Services, and Building & Safety)~~
B. Location/Aerial Map
C. ~~Existing and Proposed Zoning Maps (PD Overlay Zone)~~
D. MARB/IPA ALUCP Map

E. Project Plans (Site Plan, Plotting Plan, Building Elevations, Renderings, Conceptual Landscape Plan)
Due to the size of the files, Project Plans (Site Plan, Proposed Plan Mix, Floor Plans, Building Elevations, Renderings, Landscape Plans, Wall and Fence Plans, Color and Material Sample Sheet, etc.) are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479
F. Tentative Tract Map No. 37907
G. Initial Study/Mitigated Negative Declaration and Associated Technical Studies.
Due to the size of the file, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479
H. Appendix H – Response to Comments
Due to the size of the file, the documents are available online at:
https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479
I. Public Comment Letter
J. Planning Commission Staff Report without Exhibits – Dated October 16, 2024
K. Planning Commission Staff Report without Exhibits – Dated December 4, 2024
L. Planning Commission Staff Report without Exhibits – Dated December 18, 2024
M. Planning Commission Staff Report without Exhibits – Dated July 15, 2026
N. Notice of Public Hearing

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

Attachment 9

Initial Study/Mitigated Negative Declaration, Technical Studies, and Response to Comments.

Due to the size of the file, the documents are available online at:

https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479

Attachment 10

Public Comment Letter from Planning Commission meeting

From: Samantha Miranda <smira003@yahoo.com>
Sent: Saturday, August 8, 2026 6:14 AM
To: javega@rivco.com <javega@rivco.com>; Perris Housing <perrishousing@cityofperris.org>
Subject: 8/11/26 Public Hearing

Hello

I am a community member of Riverside county's City of Perris and a neighbor within these plans.

Please share the request at the Board Chamber public hearing in reference to ZAP1690MA26 - Pacific Communities and also take my comment to Perris City planning.

1. I oppose the re-zoning to accommodate 91 houses

2. Current zoning will allow larger parcels and less housing to reduce traffic and give the new community a better living experience without everyone feeling like they are on top of their neighbors. This will also improve safety less people in close proximity reduces conflict amongst neighbors and community members.

3. Please have Pacific Communities create a single story buffer zone to already existing joining properties. This will help maintain some sense of privacy to already existing properties.

4. Please have the Pacific Community include a public walking path round the whole project. There are many community members that walk these neighborhoods in the morning and evening and having beautiful walking paths are needed with improved lighting for safety.

Thank you for your time.

Samantha

City of Perris resident

Attachment 11

Notice of Public Hearing

NOTICE OF PUBLIC HEARING

This may affect your property.

Please read:

Notice is hereby given that the City Council of the City of Perris will hold a Public Hearing on the item below:

CASES: Planned Development Overlay Zone 22-05152
Tentative Tract Map 22-05153 (TTM 37907)
Development Plan Review 22-00014

APPLICANT: Anthony Arnest, on behalf of Pacific Communities

LOCATION: North of Metz Road between McKimball Road and "A" Street within the R-6,000 - Single Family Zone.

PROPOSAL: To consider the following entitlements to facilitate a gated residential development on 12.8 acres:1) Planned Development Overlay Zone to allow flexibility from the R-6,000 Single Family Residential development standards; 2) Tentative Tract Map to subdivide 12.8 acres into 91 residential lots; and 3) Development Plan Review for review of the site plan and building elevations.

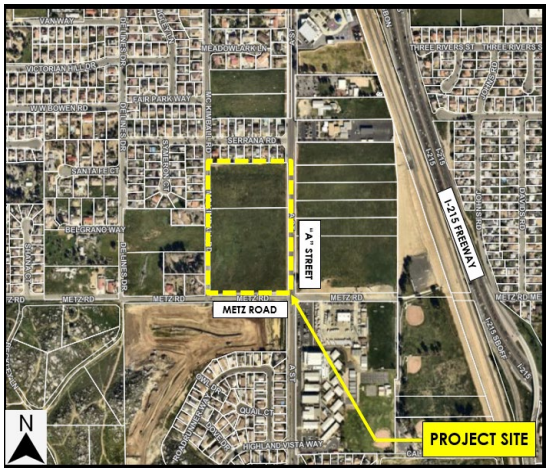
ENVIRONMENTAL DETERMINATION: Recommend the adoption of a Mitigated Negative Declaration (MND 2398) and Mitigation Monitoring and Reporting Program, as the project will not have a significant effect on the environment.

PUBLIC HEARING: The City Council is scheduled to consider this project on September 29, 2026, at 6:30 p.m. The Planning Commission considered the project on September 2, 2026, and recommended approval to the City Council by a 4-0 vote and 1 abstention.

All information is available for review at the Development Services Department, Planning Division, located at 135 North D Street, Perris. Electronic copies of the IS/MND and Project Plans can be viewed on the City's website at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-462#docan1206_1313_479

Any person affected or concerned by this application may submit written comments to the Office of the City Clerk before the City Council hearing by 5:00 p.m. At the public hearing, any person may appear and be heard in support of or in opposition to the project. At the hearing or during deliberations, the City Council could recommend approval of an alternative proposal for the above project, including any changes to the proposal. Any person challenging this project in court may be limited to raising only those issues identified at the public hearing described in this notice or in writing delivered to the City Council prior to the public hearing.

In compliance with the Americans with Disabilities Act and Government Code Section 11135, the City Council has adopted a reasonable accommodations policy to swiftly resolve accommodation requests. The policy can be found on the City's website at: https://www.cityofperris.org/home/showpublisheddocument/15875/638102339679387909. Please contact the City Clerk's Office at (951) 943-6100 to make an accommodation request or to obtain an electronic or printed copy of the policy.



CITY OF PERRIS
CITY COUNCIL
PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	September 29, 2026, at 6:30 p.m.
Project Planner:	Mathew Evans, Project Planner
Phone :	(951) 943-5003
Email :	mevans@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS

12.A.

CITY COUNCIL
AGENDA SUBMITTAL

.

MEETING DATE: September 29, 2026

SUBJECT: Consideration to adopt Proposed Resolution Numbers (next in order) regarding financing and issuance of bonds associated with CFD No. 2022-2 (Perris Logistics Center) to finance certain public facilities located outside or within the CFD. Perris Logistics Center has a northern site located at Redlands Avenue and Ellis Avenue and a southern site located at Mapes Road and Goetz Road within the City.

REQUESTED ACTION: That the City of Perris adopt the following resolutions:

1. RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING CERTAIN EXCEPTIONS TO AND WAIVERS OF THE DEBT ISSUANCE AND MANAGEMENT POLICY OF THE CITY OF PERRIS IN CONNECTION WITH THE PROPOSED ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER)
2. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $14,000,000 TO FINANCE PUBLIC FACILITIES, APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The purpose of this staff report is to authorize the issuance of Community Facilities District ("CFD") Bonds for CFD No. 2022-1 (Perris Logistics Center) and to waive specific provisions of the City's Debt Issuance and Management Policy. The CFD Bonds will be used to finance public facilities, including some Easten Municipal Water District Facilities. This item was reviewed and recommended moving forward at the September 17, 2025, Ways & Means meeting based on the Bonds being issued solely from special taxes generated from IDI North properties. There is no impact to the City's General Fund.

The property owners voluntarily pulled a special tax lien on their property. These special taxes will be used to pay the debt service of the bonds.

ADDITIONAL BACKGROUND/DISCUSSION:
See Attachment 1

BUDGET (or FISCAL) IMPACT:
None. Costs will be paid from special taxes or from the proceeds of the Bonds.

Prepared By: Matthew Schenk, Director of Finance

Attachments:
1. Additional Background & Discussion.docx
2. Vicinity Map.pdf
3. Resolution Approving Certain Exceptions and Waivers.docx
4. Resolution of Issuance.doc
5._Fiscal_Agent_Agreement (1).doc
6. Bond Purchase Agreement.docx
7. Preliminary Officail Statement.docx
8. Continuing Disclosure Agreement.docx
9. Appraisal Report.pdf

ATTACHMENT 1

ADDITIONAL BACKGROUND / DISCUSSION

ADDITIONAL BACKGROUND/DISCUSSION:

Formation and Development of the District

On July 25, 2023, Community Facilities District No. 2022-2 (Perris Logistics Center) was formed and the qualified electors within CFD No. 2022-2, which consisted solely of the then owner of land, IDI Logistics (the "Developer"), (i) authorized to incur bonded indebtedness of up to $25,000,000 in order to finance certain public facilities and various costs related thereto, (ii) approved the Rate and Method of Apportionment of Special Tax (the "RMA"), and (iii) approved the levy of the Special Tax on the taxable property within the CFD. The Developer has requested a bond sale (the "Bonds") to finance or reimburse the costs of public facilities and improvements nearby or within the development. The Developer is requesting that Bonds be issued based on the Special Taxes levied on the north site of the Perris Logistics Center and not on the south site until building permits are pulled for two buildings to be constructed on the south site.

CFD No. 2022-2 (Perris Logistics Center) has a northern site located at Redlands Avenue and Ellis Avenue ("IDI North") and a southern site located at Mapes Road and Goetz Road ("IDI South") within the City of Perris (the "City"). The development within the northern site consists of two completed buildings that are leased out to Home Depot and Lowe's, and a third building under construction that has a signed lease with Medline to occupy the building once completed. The south site will consist of 3 buildings, and the site recently completed on-site drainage channels. It is anticipated that the building permits for 2 buildings will be pulled in 2027.

The Special Tax Bonds

CFD No. 2022-2 is proposing to issue bonds designated as Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series for the purpose of providing funds to finance certain public facilities located nearby or within CFD No. 2022-2 to be owned and operated by the City, a reserve account securing the Bonds, and pay costs of issuance of the Bonds. The City has entered into an Amended and Restated Acquisition Agreement with the Developer providing for the financing or reimbursement of eligible public facilities, improvements and related fees from proceeds of the Bonds. The City Council, acting as the legislative body of the CFD No. 2022-2 will authorize the delivery of Bonds in a principal amount not to exceed $14,000,000. The Good Faith Estimates required pursuant to Government Code Section 5852.1 are set forth in Appendix A to this Resolution and are based on preliminary bond sizing information provided by Oppenheimer & Co. Inc., as Underwriter, as of September 8, 2026.

The Bonds will be secured by special taxes levied within CFD No. 2022-2, pursuant to the RMA. Taxes will be levied at the Assigned Special Tax under the RMA as approved by the landowner voters in CFD No. 2022-2, which would generally be the maximum special tax which may be levied unless there is also a need for back up special tax pursuant to the RMA approved for the District. The proposed principal amount and debt service on the Bonds have been sized based solely on the Special Taxes attributable to IDI North and do not rely upon Special Taxes attributable to IDI South per the policy direction approved by Ways & Means Committee. However, Special Taxes levied throughout the entire District, including IDI South, will secure repayment of the Bonds. It is anticipated that a second series of Bonds will be issued based on the special taxes levied against the southern site when the specific provisions of the additional bonds test are met pursuant to Section 2.13 of the Fiscal Agent Agreement.

The total appraised and assessed value established by the appraisal prepared by Integra Realty Resources for CFD No. 2022-2 was $832,780,014 as of August 14, 2026. A copy of the appraisal is attached to this report. The ratio of that value to the estimated total principal amount of the Bonds and other direct and overlapping land-secured debt within CFD No. 2022-2, including general obligation bond indebtedness, is approximately 34.3-to-1*.

The projected annual special taxes for Fiscal Year 2026-27 for property within CFD No. 2022-2 are as follows:

Land Use Classification	# of Parcels	Maximum Special Tax Per Acre (1)	FY 2026-27 Applied Rate	FY 2026-27 Dollars Levied
Non-Residential	8	$4,669	$4,669	$1,529,668

The table below prepared by Willdan Financial Services provides a breakdown estimated value to lien by property owner and parcel:

Property Owner	APN	Taxable Acres	Assessed/ Appraised Value	FY 2026-27 Maximum Special Tax	% of Maximum Special Tax	Share of 2026 Bonds	Direct and Overlapping Debt	Total Direct and Overlapping Debt	Value-to-Lien Ratio
Developed Property									
IDIL Perris Logistics Center North 1, LP (Medline)	310-170-020	48.28	$221,000,000	$225,435	14.74%	$1,867,239	$286,120	$2,153,359	102.63:1
IDIL Perris Logistics Center North, LP (Lowe's)	310-170-021	57.90	166,365,714	270,353	17.67%	2,239,295	336,789	2,576,084	64.58:1
Recline Borrower, LLC (Home Depot)	310-170-016	55.10	191,294,300	257,279	16.82%	2,131,004	4,706,727	6,837,731	27.98:1
Total Developed Property		**161.28**	**$578,660,014**	**$753,067**	**49.23%**	**$6,237,538**	**$5,329,636**	**$11,567,174**	**50.03:1**
Undeveloped Property									
Anatolia Perris, LLC	330-120-002	46.52	$71,643,995	$217,217	14.20%	$1,799,171	$1,684,392	$3,483,563	20.57:1
Anatolia Perris, LLC	330-120-017	23.36	35,976,005	109,075	7.13%	903,453	846,638	1,750,091	20.56:1
Subtotal Anatolia Perris, LLC		**69.88**	**$107,620,000**	**$326,292**	**21.33%**	**$2,702,624**	**$2,531,030**	**$5,233,654**	**20.56:1**
Silver Hollow, LLC	330-120-018	50.15	$78,305,831	$234,166	15.31%	$1,939,562	$2,255,242	$4,194,804	18.67:1
Silver Hollow, LLC	330-120-020	10.73	16,754,169	50,102	3.28%	414,985	483,400	898,385	18.65:1
Subtotal Silver Hollow, LLC		**60.88**	**$95,060,000**	**$284,268**	**18.58%**	**$2,354,547**	**$2,738,642**	**$5,093,189**	**18.66:1**
IDIL Perris Fulfillment Center, LP	330-120-021	35.56	51,440,000	166,041	10.85%	1,375,291	998,144	2,373,435	21.67:1
Subtotal IDI Fulfillment Center, LP		**35.56**	**$51,440,000**	**$166,041**	**10.85%**	**$1,375,291**	**$998,144**	**$2,373,435**	**21.67:1**
Total Undeveloped Property		**166.32**	**$254,120,000**	**$776,601**	**50.77%**	**$6,432,462**	**$6,267,816**	**$12,700,278**	**20.01:1**
Total		**327.60**	**$832,780,014**	**$1,529,668**	**100.00%**	**$12,670,000**	**$11,597,452**	**$24,267,452**	**34.32:1**

Compliance with the City's Debt Issuance and Management Policy

The proposed financing has been evaluated in accordance with the City's Debt Issuance and Management Policy and the requirements applicable to industrial or commercial land-based financings. As described below, the financing satisfies the applicable requirements of the Debt Policy, except for certain provisions for which limited exceptions and waivers are being requested pursuant to a separate resolution presented to the City Council in connection with the authorization of the Bonds (See Debt Policy Waiver Resolution Section Below). Specifically, the Debt Policy provides the following requirements for industrial or commercial CFDs:

i. Land-Based Financings – Industrial or Commercial CFDs.

a. Purpose. There will be a clearly articulated public purpose in forming an assessment or special tax district to finance industrial or commercial development. The proposed project will need to bring development and public benefit to the area in which the project is located. The public improvements related to the Project must be significant and necessary to provide services to develop a previously undeveloped or underdeveloped area of the City. Council approval must be obtained to use this form of financing and it is Council's discretion whether the proposed project is categorized as "industrial", "residential", "commercial" or other for purposes of this policy. (**Policy provision met with approval of the EMWD JCFA and Amended Acquisition Agreement on August 25th)**

b. Eligible Project. Projects will not be eligible for consideration until they meet or exceed $7,000,000 of improvements to be funded. The developer will provide the City evidence of the value of the improvements prior to City Council approval. (**Policy provision met with proposed bond issuance of $14,000,000 and many more than $14,000,000 of infrastructure to fund)**

c. Eligible Developer. The developer must be experienced with industrial and/or commercial projects, including rental projects. As detailed below, the developer must provide evidence of experience and financial stability to the City. Developer must provide all financial and development information requested by City related to developer and/or any affiliates or related parties, including any past or current projects, financial stress and/or bankruptcies. City is entitled to request any financial information a financial institution may request in providing financing to a party. A significant additional deposit or contribution may be necessary from the Developer for the City to hire consultants to analyze the financial viability of the Developer, tenants and the project. (**In 2023**, **the City hired Eide Bailly to review IDI Logistics financial position when the CFD was formed and they were found to be in a strong financial position. Additionally, Fieldman prepared a memo outlining its recommendation that IDI Logistics CFD met the requirements of the City's CFD Policies. The City Council reviewed these documents on May 30, 2023, and approved the Resolution of Intention to form the CFD. Certain informational requirements of this provision are proposed to be waived as set forth in the Debt Policy Waiver Resolution, the parties have not reviewed any of the property owner financial details besides IDI and the developer is not a public company, Specifically, the following waivers are requested to be waived due to the structural protections approved by the Ways & Means Committee and implemented by the City's Finance Team:**

1. That at least 75% of the project be leased before debt issuance.
2. That the leases should span the term of the Bonds.
3. That build-out of the project be substantially complete before debt issuance.

4. That the Developer be a public company and provide supplemental security for the Bonds.
5. That unavailable information is not material to its conclusion concerning the financial viability of the Bonds

d. Credit Quality. When a developer requests the formation of a district, the City will carefully evaluate the applicant's financial plan and ability to carry out the project, including the payment of assessments and special taxes during build-out. Prior to formation of a district, the following requirements must be met:

1. The developer will provide a description of the tenants under negotiation and forms of potential leases to the City. All of the potential tenants must have formally acknowledged the taxes and lien on the property. The developer will identify any other debt payable on the project area. The developer shall provide the City their financials and the financials of the potential tenants over the last three years. In addition, the Developer will provide any information requested under subsection (b) above.
2. The developer will provide the City proof of a successful track record of warehousing/industrial and/or commercial development and ownership and management of similar projects. The developer shall provide information on at least three recent projects, any long-term projects and any information on failed projects in the last 20 years.
3. The developer shall be a public company and its name shall be the owner of the land. If the property owner is not the developer and is a single entity LLC or other entity, the developer shall provide a financial guaranty or letter of credit in a form satisfactory to the City's Bond Counsel or City Attorney to secure payment of special taxes, if the City deems it necessary. (**IDI Logistics is a leading developer and manager of logistics real estate in the US and has provided information on existing and pending leases for completed or to be completed warehouses. Additionally, IDI Logistics has sold 3 parcels to other entities providing more diversification of ownership. Currently, Home Depot and Lowe's occupy the 2 completed warehouses and MedLine has signed a lease to occupy the 3rd warehouse currently under construction).**

e. Letter of Credit. Property Owner/Developer must be willing to provide a letter of credit or other potential security at bond issuance. Letter of credits may be requested on a case by case basis. Letters of credit may be required in various potential ways:

1. letter of credit securing the bonds;
2. letter of credit securing three years of debt service and will be replenished annually back to three years;
3. letter of credit securing undeveloped property (potentially in addition to 2); or

4. letter of credit or guaranty for such other amount or term as determined by the City.

Letters of credit may be warranted for the following reasons at the sole discretion of the City:

1. to minimize special tax defaults or foreclosure risk;
2. because of the percentage of the project leased, the type of tenants, percentage of tenants, property owner, uses, debt related to the property or other reasons.
3. as otherwise provided by these policies or determined by the city.
4. based on a recommendation of the City's financial consultant or financial advisor.

The determination to request a letter of credit shall be made prior to bond issuance. The City may provide indications of the necessity for a letter of credit and the type of letter of credit at formation. The letter of credit may be provided as security for the bond issue or potentially to the City for an agreement for special taxes, as determined by city. Prior to debt issuance of a district, the following requirements must be met:

1. The City's independent financial advisor/consultant must review the financials of the developer and tenants and the forms of the leases for viability. Based on the review, the City's financial advisor/consultant shall provide a recommendation for a letter of credit if necessary or other security.
2. All current tenants must acknowledge, in a form satisfactory to the City's Bond Counsel, that the property they are leasing is subject to annual special tax payments and secured by a special tax lien recorded against the property. All future tenants must provide such acknowledgement prior to or concurrently with entering their lease. Tenants must acknowledge that their lien is subordinate to the special taxes and has the potential to be wiped out upon foreclosure.
3. Confirmation that at least 75% of the project is leased. Leases should span the term of bonds. The proposed majority tenants shall be well known companies with strong track records. Financial information on potential tenants shall be provided to City upon request. Terms of leases and tenants are significant in evaluating the viability of a project.
4. Build out of the project should be substantially complete.
5. Letters of credit may need to be provided as determined by these policies. (**Based on the development status, existing and pending leases, current assessed and appraised value, diversification of ownership, District-wide Special Tax pledge and the sizing of the Bonds based only on Special Taxes attributable to IDI North, staff, the financial advisor and the underwriter do not recommend requiring a letter of credit or other supplemental security. The applicable supplemental security requirements are proposed to be waived pursuant to the Debt Policy Waiver Resolution).**

f. Tax Burden. The developer shall certify that the total tax burden on its tenants shall not be significantly burdensome on its tenants based on the rental charges, other taxes and charges due. (**The special tax per acre was established at $4,000 per acre at formation and escalates 2% per year and it has not impacted the build-out or leasing of the project.)**

g. Other Provisions. Unless stated otherwise or in conflict with the provisions of this section, the requirements from Section 5 (iii) (c)-(n) of this policy apply to industrial and commercial land-based financings.

ii. Exceptions - The City Council may waive certain requirements of the residential/ commercial and/or industrial policies not required by law where it determines to do so or finds such exceptions are in the public interest. The City may remove the tax lien should the provisions of the CFD not be met within five years of formation and the City determines to do so. **(A separate Debt Policy Waiver Resolution presented concurrently with the authorization of the Bonds approves the exceptions described above based on the findings and financing protections set forth therein.)**

Debt Policy Waiver Resolution

The proposed issuance of the Bonds is also subject to a separate resolution approving exceptions to and waivers of certain provisions of the City's Debt Issuance and Management Policy (the "Debt Policy"). The need for the requested waivers is primarily attributable to the current development status of IDI South, where the three planned industrial buildings have not yet been constructed. As a result, the overall Perris Logistics Center project does not currently satisfy certain Debt Policy provisions applicable to industrial land-secured financings, including requirements relating to project leasing and buildout. The requested waivers also address certain requirements relating to property ownership structure, availability of financial and tenant information, and supplemental security. The waiver resolution is being presented concurrently with the authorization of the Bonds and reflects the City's determination that the proposed financing includes sufficient structural protections to support the requested exceptions. These structural protections include:

1) Bonds sized solely from special taxes from the IDI North
2) Value to Lien estimated at 34.3:1
3) Long-term leases in-place for the 3 buildings in IDI North
4) Additional Bonds tests requires certain value to lien thresholds to be met, no outstanding special tax delinquencies to exist, and 2 of the 3 buildings in IDI South to be under construction to issue bonds

Presently, development of IDI South remains incomplete with on-site drainage recently completed, the Bonds are being sized based solely on the development and Special Tax revenues attributable to IDI North, where two buildings have been completed and leased and a third building is under construction and leased to Medline, Inc. Special Taxes levied throughout both Perris North and IDI South will nevertheless secure repayment of the Bonds, providing additional Special Tax coverage from IDI South beyond the revenues relied upon to size the Bonds.

In addition, the financing documents will include enhanced conditions on the issuance of any Additional Bonds, including minimum value-to-lien requirements, a limitation relating to Special

Tax delinquencies, and development conditions requiring building permits for vertical construction on at least two of the three Perris South building sites. These provisions, together with the District-wide Special Tax pledge, the current development and leasing status of Perris North, and the independent appraisal, provide additional safeguards in support of the requested Debt Policy waivers.

Financing Documents

The attached bond issuance resolution approves the forms and authorizes the execution and delivery of the financing documents described below. The resolution also authorizes the appropriate officers of the City and CFD No. 2022-2 to execute or enter into such documents and other agreements and certificates necessary to accomplish the purposes of the financing. All such documents are or will be on file with the City Clerk.

Preliminary Official Statement: The Bonds will be sold through distribution of the Preliminary Official Statement ("POS") and the Official Statement to investors. The Official Statement describes the Bonds, the relative risks associated with the purchase and other necessary information pertinent to investors. This includes information regarding the security for the Bonds, the CFD, the taxable property and other matters material to investors. The City is required to review the Official Statement and make sure it provides to bondholders all material information relevant to the bonds and does not omit anything relevant to a bondholder's decision to purchase the Bonds. The Preliminary Official Statement is included with this report. Material found within the Official Statement is subject to Rule 15c2-12 of the Securities Exchange Act of 1934 and other laws regulating material misstatements and omissions.

Continuing Disclosure Agreement: The CFD No. 2022-2 will enter into a Continuing Disclosure Agreement for the purpose of complying with continuing disclosure obligations under Rule 15c2-12 of the Securities Exchange Act of 1934. Willdan Financial Services will serve as Dissemination Agent thereunder. The Continuing Disclosure Agreement is an attachment to the POS.

Fiscal Agent Agreement: The Bonds will be issued pursuant to a Fiscal Agent Agreement between the District and U.S. Bank Trust Company, National Association as fiscal agent (the "Fiscal Agent"). The Fiscal Agent Agreement describes the terms of the Bonds, as well as provisions relating to the redemption, prepayment, defeasance, default and amendment of or to the Bonds, including conditions under which delinquent property owners will be subject to foreclosure. It also specifies how special taxes collected on a pay/go basis to date and in the future will be applied to reimburse IDI for railroad crossing improvements and the terms required to issue Additional Bonds.

Bond Purchase Agreement: The Bonds will be sold to Oppenheimer & Co. Inc. (the "Underwriter") pursuant to the terms of a Bond Purchase Agreement between the CFD No. 2022-2 and the Underwriter. The parameters set forth in the Resolution for the Sale included a not-to-exceed true interest cost of 6.50% and a not-to-exceed Underwriter's discount of 1.90%.

Prepared by: Matthew Schenk, Director of Finance

Attachment No. 2

Boundary Map

City of Perris
CFD No. 2022-2 Perris Logistics Center

ATTACHMENT 3

RESOLUTION APPROVING CERTAIN EXCEPTIONS AND WAIVERS

RESOLUTION NUMBER _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS APPROVING CERTAIN EXCEPTIONS TO AND WAIVERS OF THE DEBT ISSUANCE AND MANAGEMENT POLICY OF THE CITY OF PERRIS IN CONNECTION WITH THE PROPOSED ISSUANCE OF SPECIAL TAX BONDS FOR COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER)

WHEREAS, the City Council (the "Council") of the City of Perris (the "City") previously conducted proceedings under the Mello-Roos Community Facilities Act of 1982, as amended, commencing with Section 53311 of the Government Code of the State of California (the "Act"), to form Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"); and

WHEREAS, the District consists generally of six industrial building sites, three located in the northern portion of the District ("Perris North") and three located in the southern portion of the District ("Perris South"), with certain building sites presently consisting of more than one assessor parcel; and

WHEREAS, the Council previously adopted Resolution No. 6193 determining that the formation of the District complied with the City's Debt Issuance and Management Policy (the "Policy") and making findings concerning the public purpose, eligible improvements, developer experience, financial capacity, tax burden and other matters relating to the District; and

WHEREAS, the District is authorized to issue bonds in an aggregate principal amount not to exceed $25,000,000 to finance or reimburse the costs of public facilities and related costs authorized for the District; and

WHEREAS, the City and the District now propose to issue an initial series of special tax bonds in an approximate principal amount of $12,000,000 (the "Bonds") to finance or reimburse eligible public facilities and related costs; and

WHEREAS, the Bonds will be secured by Special Taxes levied on taxable property throughout both Perris North and Perris South, but the proposed principal amount and debt service on the Bonds will be sized based upon the value, development status and Special Tax revenues attributable to Perris North, without reliance upon completion of the buildings in Perris South; and

WHEREAS, based upon the estimated fiscal year 2026-27 Special Tax levy, approximately $753,067, or 49.23%, of the projected District-wide levy is attributable to Perris North, and approximately $776,601, or 50.77%, is attributable to Perris South, subject to annual levy determinations under the Rate and Method of Apportionment; and

WHEREAS, two of the three buildings in Perris North have been completed, one of which is leased to and occupied by Home Depot and one of which is leased and occupied by Lowe's for use as a distribution center. Lowe's took occupancy of the building in April 2025 and the lease runs through 2035, with three five-year options to extend. The third Perris North building is under construction pursuant to an issued building permit and has been 100% pre-leased to Medline, Inc. for use as a distribution center with a twelve-year lease, with four five-year options to extend; and

WHEREAS, the three buildings in Perris South have not yet been constructed, and the overall six-building project therefore does not presently satisfy the Policy provisions stating that at least 75% of the project should be leased and that buildout should be substantially complete before debt issuance; and

WHEREAS, Section 5(iv)(e) of the Policy provides that letters of credit or other security may be required in connection with industrial or commercial land-based financings, including where appropriate to minimize Special Tax default or foreclosure risk or because of the percentage of the project leased, the types of tenants, property ownership, uses or other factors; and

WHEREAS, the City does not propose to require a letter of credit, financial guaranty or separate delinquency management fund for the Bonds because the Bonds will be secured by Special Taxes levied throughout the entire District, while the Bonds will be sized only on Perris North, and therefore the Special Taxes attributable to Perris South are expected to provide additional coverage and protection against delinquencies beyond the revenues used to size the Bonds; and

WHEREAS, the City expects to receive an appraisal of the taxable property within the entire District prepared by Integra Realty Resources ("IRR"), an independent appraiser, and issuance of the Bonds will be conditioned upon the appraisal demonstrating compliance with the value-to-debt requirements of the Policy, unless otherwise expressly approved by the Council; and

WHEREAS, the City's independent financial advisor has reviewed the proposed financing, including the appraisal, the proposed principal amount and debt service structure, projected Special Tax revenues, the allocation of Special Taxes between Perris North and Perris South, development and leasing status, ownership concentration, and the proposed conditions on the issuance of Additional Bonds, and concluded the viability of the financing; and

WHEREAS, the financing documents for the Bonds are expected to provide that no Additional Bonds may be issued unless, among other conditions: (i) the appraised value of taxable property within the District is at least five times the aggregate principal amount of the Bonds then outstanding, the proposed Additional Bonds and other outstanding land-secured indebtedness payable from or secured by Special Taxes or assessments levied on property within the District; (ii) no Special Tax has been delinquent during the [18]-month period preceding issuance; and (iii) building permits for vertical construction have been issued and remain in effect for at least two of the three building sites in Perris South; and

WHEREAS, Section 5(v) and Section 12(iii) of the Policy authorize the Council to waive provisions of the Policy that are not required by law when the Council determines that a waiver is appropriate for a particular financing or is in the public interest; and

WHEREAS, the Council has considered the proposed staged financing structure, the District-wide Special Tax pledge, the development and leasing status of Perris North, the additional Special Tax coverage attributable to Perris South, the independent appraisal demonstrating an estimated value-to-lien of 34.32:1, the review of the City's financial advisor, the proposed Additional Bonds conditions and the other protections described herein, and desires to approve the limited exceptions and waivers set forth below;

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

Section 1. The foregoing recitals are true and correct and are adopted by the Council and incorporated herein.

Section 2. The Council hereby finds and determines that the proposed issuance of the Bonds serves a significant public purpose and is in the public interest because the Bonds will finance or reimburse eligible public facilities necessary to support industrial development within the City, the financing will be structured as a staged issuance based upon development in Perris North, and the Bonds will nevertheless be secured by Special Taxes levied throughout the entire District.

Section 3. Subject to the conditions set forth in Section 5 below, the Council hereby approves exceptions to and waives strict compliance with the following provisions of the Policy in connection with the Bonds:

(a) the requirement in Section 5(iv)(e)(3) that at least 75% of the project be leased before debt issuance;

(b) the statement in Section 5(iv)(e)(3) that leases should span the term of the Bonds, to the extent the existing or proposed leases do not extend through the final maturity of the Bonds;

(c) the requirement in Section 5(iv)(e)(4) that buildout of the project be substantially complete before debt issuance;

(d) the requirement in Section 5(iv)(d)(3) that the developer be a public company whose name is the owner of the land, and the related requirement for a financial guaranty or letter of credit to the extent property is owned through special-purpose entities or by owners other than the developer;

(e) the provisions of Section 5(iv)(e) to the extent they would otherwise require a letter of credit, financial guaranty, delinquency management fund or other supplemental security for the Bonds; and

(f) the requirements of Sections 5(iv)(c), 5(iv)(d)(1) and 5(iv)(e)(1) to the limited extent complete financial, tenant, lease, affiliate or development information is not available from every property owner or tenant, provided that the City's financial advisor identifies the information reviewed and determines that the unavailable information is not material to its conclusion concerning the financial viability of the Bonds.

Section 4. The Council finds that the exceptions and waivers approved in Section 3 are appropriate for the Bonds and are in the public interest because: (a) the Bonds will be sized based only upon Perris North; (b) Special Taxes levied on taxable property in both Perris North and Perris South will secure the Bonds; (c) the Special Taxes attributable to Perris South are expected to provide additional coverage beyond the revenues used to size the Bonds; (d) two Perris North buildings have been completed and leased to nationally recognized tenants, and the third Perris North building is under construction pursuant to an issued building permit and has been leased to Medline Inc.; (e) an independent appraisal of the entire District was conducted by IRR and the estimated value-to-lien is 34.32:1; (f) the City's independent financial advisor hasreviewed the financial viability of the Bonds and the need for additional security; and (g) the issuance of Additional Bonds will be subject to enhanced value-to-lien, delinquency and Perris South development conditions.

Section 5. The waivers and exceptions approved by this Resolution are conditioned upon satisfaction of the following requirements before issuance of the Bonds:

(a) the principal amount of the Bonds shall not exceed $14,000,000, unless a greater amount is subsequently approved by the Council;

(b) the proceeds of the Bonds available for eligible public facilities and related reimbursements shall equal at least $7,000,000, unless the Council expressly approves otherwise;

(c) the City shall receive an appraisal of the taxable property within the entire District, prepared by an independent appraiser, demonstrating a value-to-debt ratio of not less than the ratio required by the Policy, unless the Council expressly approves a different ratio in accordance with the Policy;

(d) the City's independent financial advisor certifies that it has reviewed the information in connection with the bond issuereviewed and based upon the information reviewed by it, the proposed issuance of the Bonds is financially viable and a letter of credit, financial guaranty, delinquency management fund or other additional security is not necessary or advisable for the Bonds and that further information from the property owners or tenants are not material to financial viability of the bonds, with any other required written determination being hereby waived;

(e) the City shall receive acknowledgements from all current tenants required by Section 5(iv)(e)(2) of the Policy, in a form satisfactory to Bond Counsel, acknowledging the annual Special Tax and the lien securing the Special Tax, except to the extent otherwise approved by the City Manager upon consultation with Bond Counsel;

(f) the City shall receive a certification or other evidence satisfactory to the City Manager and the City's financial advisor that the aggregate tax burden applicable to the taxable property and tenants is not significantly burdensome in light of market rents, project value, use and other applicable charges;

(g) the Fiscal Agent Agreement or other governing bond document shall contain conditions on the issuance of Additional Bonds substantially consistent with the value-to-lien, Special Tax delinquency and Perris South building permit requirements described in the recitals to this Resolution, subject to such revisions as the City Manager, in consultation with the City's financial advisor and Bond Counsel, determines are advisable and consistent with the purposes of this Resolution;

(h) the final ownership of taxable property and any affiliated ownership groups shall be reviewed to determine compliance with the continuing disclosure and ownership concentration provisions of the Policy; and

(i) all other requirements of the Policy applicable to the Bonds that are not expressly waived by this Resolution shall be satisfied.

Section 6. The Council further determines that the waivers and exceptions approved by this Resolution apply only to the Bonds and do not constitute a general amendment to or waiver of the Policy for any other financing, including any Additional Bonds, except as may be separately approved by the Council.

Section 7. The City Manager, the Assistant City Manager, the Director of Finance and each of their designees are hereby authorized to take all actions necessary or advisable to carry out the purposes of this Resolution, including confirming satisfaction of the conditions set forth herein, with such confirmation to be conclusive evidence of compliance.

Section 8. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED AND APPROVED this ____ day of _____, 2026.

ATTEST:

_____	_____
City Clerk	Mayor

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF PERRIS)

I, _____, CITY CLERK OF THE CITY OF PERRIS, DO HEREBY CERTIFY that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the ____ day of _____, 2026, and that it was so adopted by the following vote:

AYES: _____

NOES: _____

ABSENT: _____

ABSTAIN: _____

By: _____
City Clerk

ATTACHMENT 4

RESOLUTION OF ISSUANCE

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING FOR THE CITY AND IN ITS CAPACITY AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF BONDED INDEBTEDNESS IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED $14,000,000 TO FINANCE PUBLIC FACILITIES, APPROVING CERTAIN DOCUMENTS AND TAKING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, the City Council (the "City Council") of the City of Perris (the "City"), located in Riverside County, California (hereinafter sometimes referred to as the "legislative body of the District") has, previously formed Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, following the formation of the District, a certain bond proposition was submitted to the qualified electors within the District, and was approved by more than two-thirds of the votes cast at the election held on July 25, 2023, in addition to the levy of a special tax (the "Special Tax") in accordance with a rate and method of apportionment within the District (the "RMA"); and

WHEREAS, following formation and the election, certain property owners prepaid their special tax obligations pursuant to the RMA; and

WHEREAS, based upon the formation proceedings and the election held by the legislative body of the District, the District is authorized to issue bonds, pursuant to the Act, in an aggregate principal amount not to exceed $25,000,000 in order to finance the acquisition and/or construction of certain facilities and incidental expenses; and

WHEREAS, the District desires to accomplish the financing of certain public facilities through the issuance of bonds in an aggregate principal amount not to exceed $14,000,000 designated as "Community Facilities District No. 2022-2 (Perris Logistics Center) of Special Tax Bonds, 2026 Series" (the "Bonds"); and

WHEREAS, in order to effect the issuance of the Bonds, the legislative body of the District desires to approve the form of a Fiscal Agent Agreement, by and between the District and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent Agreement"), the form of which is presented herewith and on file with the City Clerk; and

WHEREAS, the City Council has heretofore undertaken proceedings and declared the necessity of the District to issue bonds pursuant to the terms and provisions of the Act, and desires to issue bonds at this time under the Act, to provide the funds to pay for the public facilities which the District is authorized to finance; and

WHEREAS, in order to raise the funds to sell the Bonds, the District has caused the preparation of a Preliminary Official Statement, detailing the information relating to the Bonds, the form of which is presented herewith and on file with the City Clerk (the "Preliminary Official Statement"); and

WHEREAS, the legislative body of the District has determined in accordance with Government Code Section 53360.4 and other applicable laws that a negotiated sale of the Bonds to Oppenheimer & Co., Inc. (the "Underwriter") pursuant to the terms of the Bond Purchase Agreement ("Purchase Agreement"), by and between the District and the Underwriter, a form of which is on file with the City Clerk, will result in a lower overall cost to the District; and

WHEREAS, in order to effect the issuance of the Bonds by the District, the legislative body of the District desires to approve a form of Preliminary Official Statement, Fiscal Agent Agreement, and to approve the form of and authorize the execution and delivery of certain other documents; and

WHEREAS, the legislative body of the District has determined that it is prudent in the management of its fiscal affairs to issue the Bonds, that it will accomplish a public purpose; and

WHEREAS, the value of the real property in the District subject to the special tax to pay debt service on the Bonds is more than four times the principal amount of the Bonds (based on an appraisal prepared by Integra Realty Resources (the "Appraisal"), and appended to the Preliminary Official Statement) and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District as calculated in the manner set forth in Section 53345.8(a) of the Act, which fact is required as a precondition to the issuance of the Bonds; and

WHEREAS, in compliance with Government Code Section 5852.1, the District has obtained from its municipal advisor the required good faith estimates of the following information (a) the true interest cost of the bonds, (b) the finance charge of the bonds, (c) the amount of proceeds of the bonds expected to be received net of the fees and charges paid to third parties and any reserves or capitalized interest paid or funded with proceeds of the bonds, (d) the sum total of all debt service payments on the bonds calculated to the final maturity of the bonds plus the fees and charges paid to third parties not paid with the proceeds of the bonds; and

WHEREAS, such good faith estimates are disclosed and set forth in Exhibit A attached hereto and incorporated herein; and

WHEREAS, pursuant to Resolution No. ____, adopted on September 29, 2026, the City Council has waived certain policy requirements under its Debt Management Policy, and therefore all conditions precedent to issuance of the Bonds pursuant to the policies and

procedures of the City relating to community facilities districts have been met or are hereby waived; and

WHEREAS, upon further development in the District, the City Council desires to deliver a second series of bonds to finance additional infrastructure related to the District.

NOW, THEREFORE, ***BE IT RESOLVED*** by the City Council of the City of Perris, acting for itself and as the legislative body of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris, does hereby resolve, determine and order as follows:

Section 1. Each of the above recitals is true and correct and is adopted by the legislative body of the District.

Section 2. The District is authorized pursuant to the Act to issue the Bonds for the purpose of financing capital improvements and public facilities related to the District.

Section 3. The issuance of the Bonds in a principal amount not to exceed $14,000,000 is hereby authorized with the exact principal amount to be determined by the official signing of the Purchase Agreement for the Bonds in accordance with Section 7 below. The legislative body of the District hereby determines that it is prudent in the management of its fiscal affairs and a public purpose to issue the Bonds. The Bonds shall mature on the dates and pay interest at the rates set forth in the Purchase Agreement to be executed on behalf of the District in accordance with Section 7 hereof.

Section 4. The form of the Fiscal Agent Agreement, a copy of which is on file with the City Clerk, be and is hereby approved in substantially the form thereof or with such changes as may be approved by the Mayor, City Manager, Assistant City Manager or Finance Director (each, an "Authorized Officer"), said Authorized Officer's execution thereof to constitute conclusive evidence of said officer's approval of all such changes, and each of said Authorized Officers be and is hereby authorized, together or alone to execute and deliver said Fiscal Agent Agreement. The City Clerk or a duly authorized Deputy or Assistant City Clerk (the "City Clerk") is hereby authorized to attest to said Authorized Officer's signature.

Section 5. The Bonds shall be executed on behalf of the District by the manual or facsimile signature of the Mayor or if necessary, an Authorized Officer, and attested with the manual or facsimile signature of the City Clerk. U.S. Bank Trust Company, National Association is hereby appointed to act as fiscal agent for the Bonds.

Section 6. The covenants set forth in the Fiscal Agent Agreement to be executed in accordance with Section 4 above are hereby approved, shall be deemed to be covenants of the legislative body of the District, and shall be complied with by the District and its officers.

Section 7. The form of the Purchase Agreement relating to the purchase of the Bonds by the Underwriter, a copy of which is on file with the City Clerk, is hereby approved in the form thereof, or with such changes as may be approved by an Authorized Officer, said Authorized Officer's execution thereof to constitute conclusive evidence of said officer's

approval of all such changes, and each Authorized Officer be and is hereby authorized, together or alone, to execute and deliver said agreement and to insert in the Purchase Agreement the dollar amount which reflects the provisions of said Purchase Agreement; provided, however, that the true interest cost with respect to the Bonds shall not exceed 6.5% and the Underwriter's discount shall not exceed 1.9% of the principal amount of the Bonds thereof, excluding any original issue discount.

Section 8. The form of the Continuing Disclosure Agreement, by and between the District and Willdan Financial Services, as dissemination agent, a copy of which is appended to the Preliminary Official Statement on file with the City Clerk, is hereby approved in the form thereof, or with such changes as may be approved by an Authorized Officer, said Authorized Officer's execution thereof to constitute conclusive evidence of said officer's approval of all such changes, and each Authorized Officer be and is hereby authorized, together or alone, to execute and deliver said Continuing Disclosure Agreement

Section 9. The form of the Preliminary Official Statement presented at this meeting and on file with the City Clerk is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement to prospective purchasers of the Bonds. Each Authorized Officer is authorized to approve the Preliminary Official Statement and amendment of the Preliminary Official Statement, from time to time, pending distribution of the Preliminary Official Statement as shall be required to cause such Preliminary Official Statement to contain any further information necessary to accurately describe the Bonds. The final Official Statement relating to the Bonds shall be submitted to an Authorized Officer of the District for approval. The Underwriter is further authorized to distribute the final Official Statemen for the Bonds and any supplement thereto to the purchasers of the Bonds upon the execution of the final Official Statement as described above.

Section 10. In accordance with the requirements of Section 53345.8 of the Act and the Debt Policy, based on the Appraisal, the legislative body of the District hereby determines that the value of the real property within the District subject to the special taxes to pay debt service on the Bonds is not less than four times the principal amount of the Bonds and the principal amount of all other bonds outstanding that are secured by a special tax levied pursuant to the Act or a special assessment levied on property within the District, all as calculated in the manner proved in Section 53345.8(a) of the Act.

Section 11. The City Council approves of the financing and hereby finds that significant public benefits exist in undertaking the financing.

Section 12. All conditions precedent to the financing pursuant to the City's policies relating to Mello-Roos Districts have been met or are hereby waived.

Section 13. Each Authorized Officer and the other officers and staff of the City and the District responsible for the fiscal affairs of the District are hereby authorized and directed to take any actions and execute and deliver any and all documents and certificates, including requisitions, tax certificates, insurance or surety policies, reserve instruments, as are necessary to accomplish the issuance, sale and delivery of the Bonds and to consummate the transactions contemplated by each aforesaid agreement. In the event that the Mayor is unavailable to sign

any document authorized for execution herein, any Authorized Officer may sign such document. Any document authorized herein to be signed by the City Clerk may be signed by a duly appointed deputy or assistant city clerk.

Section 14. This resolution shall take effect and be enforceable immediately upon its adoption.

ADOPTED, SIGNED and ***APPROVED*** this ____ day of _____, 2026.

_____
MAYOR OF THE CITY OF PERRIS

Attest:

_____
CITY CLERK OF THE CITY OF PERRIS

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

I, Nancy Salazar, City Clerk of the City of Perris, do hereby certify that the foregoing Resolution Number _____ was duly adopted by the City Council of the City of Perris at a regular meeting of said Council on the __ day of _____, 2026, and that it was so adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

By:_____
CITY CLERK

Exhibit A

The good faith estimates set forth herein are provided with respect to the Bonds in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the District by Fieldman, Rolapp & Associates, Inc. (the District's "Municipal Advisor").

Principal Amount of the Bonds. The Municipal Advisor has informed the District that, based on the District's financing plan and current market conditions, its good faith estimate of the aggregate principal amount of the Bonds to be sold is $12,350,000 (the "Estimated Principal Amount").

True Interest Cost of the Bonds. The Municipal Advisor has informed the District that, assuming that the respective Estimated Principal Amount of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the true interest cost of the Bonds, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the purchase price received for the Bonds, is 5.61%.

Finance Charge of the Bonds. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the finance charge for the Bonds, which means the sum of all fees and charges paid to third parties (or costs associated with the Bonds), is $631,125.

Amount of Proceeds to be Received. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the amount of proceeds expected to be received by the District for sale of the Bonds, less the finance charge of the Bonds as estimated above, less a debt service reserve fund deposit for the Bonds, paid or funded with proceeds of the Bonds, is $10,484,449.

Total Payment Amount. The Municipal Advisor has informed the District that, assuming that the Estimated Principal Amount of the Bonds are sold, and based on market interest rates prevailing at the time of preparation of such estimate, its good faith estimate of the total payment amount, which means the sum total of all payments the District will make to pay debt service on the Bonds, plus the finance charge for the Bonds, as described above, not paid with the respective proceeds of the Bonds, calculated to the final maturity of the Bonds, is $26,961,770.

The foregoing estimates constitute good faith estimates only and are based on market conditions prevailing at the time of preparation of such estimates on September 8, 2026. The actual principal amount of the Bonds issued and sold, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the sale of the Bonds being different than the date assumed for purposes of such estimates, (b) the actual

principal amount of Bonds sold being different from the respective Estimated Principal Amount, (c) the actual amortization of the Bonds being different than the amortization assumed for purposes of such estimates, (d) the actual market interest rates at the time of sale of the Bonds being different than those estimated for purposes of such estimates, (e) other market conditions, or (f) alterations in the District's financing plan, or a combination of such factors. The actual date of sale of the Bonds and the actual principal amount of Bonds sold will be determined by the District based on various factors. The actual interest rates borne by the Bonds will depend on market interest rates at the time of sale thereof. The actual amortization of the Bonds will also depend, in part, on market interest rates at the time of sale thereof. Market interest rates are affected by economic and other factors beyond the control of the District.

ATTACHMENT 5

FISCAL AGENT AGREEMENT

FISCAL AGENT AGREEMENT

by and between

COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Fiscal Agent

Dated as of October 1, 2026

Relating to:

Community Facilities District No. 2022-2
(Perris Logistics Center) of the City of Perris
Special Tax Bonds, 2026 Series

FISCAL AGENT AGREEMENT

THIS FISCAL AGENT AGREEMENT (the "Agreement") is dated as of October 1, 2026, by and between the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"), a community facilities district organized and existing under and by virtue of the laws of the State of California, and U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, as fiscal agent (the "Fiscal Agent").

W I T N E S S E T H :

WHEREAS, the City Council (the "City Council") of the City of Perris (the "City") has formed the District under the provisions of the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 et seq. of the California Government Code) (the "Act") and Resolution No. 6222 of the City Council adopted on July 25, 2023 ("District"); and

WHEREAS, the City Council is authorized under the Act and pursuant to Ordinance No. 1430 adopted on August 29, 2023 (the "Ordinance"), to levy special taxes to pay for the costs of facilities and authorized fees provided by the District; and

WHEREAS, on September 29, 2026, the City Council adopted Resolution No. ___ (the "Resolution") authorizing, among other items, the issuance and sale of the first series of bonds for the District pursuant to this Agreement, designated "Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series" (the "Bonds"), for the purpose of providing funds to pay for certain public improvements, authorized fees and, to fund a reserve account, and to pay certain the expenses of the District in connection with the issuance of the Bonds; and

WHEREAS, the Bonds shall be secured by special taxes levied within the District pursuant to its Rate and Method of Apportionment of Special Taxes for the District (as provided in the Ordinance); and

WHEREAS, it is in the public interest and for the benefit of the City, the District, the persons responsible for the payment of special taxes and the owners of the Bonds that the District enters into this Agreement to provide for the issuance of the Bonds, the disbursement of proceeds of the Bonds, the disposition of the special taxes securing the Bonds, and the administration and payment of the Bonds; and

WHEREAS, all things necessary to cause the Bonds, when authenticated by the Fiscal Agent and issued as provided in the Act, the Resolution and this Agreement, to be legal, valid and binding and limited obligations in accordance with their terms, and all things necessary to cause the creation, authorization, execution and delivery of this Agreement and the creation, authorization, execution and issuance of the Bonds, subject to the terms hereof, have in all respects been duly authorized.

NOW, THEREFORE, in order to secure the payment of the principal of, premium, if any, and the interest on all Bonds at any time issued and outstanding under

this Agreement, according to their tenor, and to secure the performance and observance of all the covenants and conditions therein and herein set forth, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants herein contained and of the purchase and acceptance of the Bonds by the holders thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the District does hereby covenant and agree with the Fiscal Agent, for the benefit of the respective holders from time to time of the Bonds, as follows:

ARTICLE I
STATUTORY AUTHORITY AND DEFINITIONS

1.1 **Authority for this Agreement.** This Agreement is entered into pursuant to the provisions of the Act and the Resolution.

1.2 **Agreement for Benefit of Bond Owners.** The provisions, covenants and agreements herein set forth to be performed by or on behalf of the City and the District shall be for the equal benefit, protection and security of the Owners from time to time. In consideration of the acceptance of the Bonds by the Owners thereof, this Agreement shall be deemed to be and shall constitute a contract between the District and the Owners; and the covenants and agreements herein set forth to be performed by the District shall be, for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any of the Bonds over any of the others by reason of the number, or date thereof or the time of sale, execution or delivery thereof, or otherwise for any cause whatsoever, except as expressly provided, therein or herein. All of the Bonds, without regard to the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof, except as expressly provided in or permitted by this Agreement.

The Fiscal Agent may become the owner of any of the Bonds in its own or any other capacity with the same rights it would have if it were not Fiscal Agent.

1.3 **Definitions.** Unless the context otherwise requires, the terms defined in this Section 1.3 shall, for all purposes of this Agreement, of any Supplemental Agreement, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Agreement, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or subdivision hereof.

"Acquisition Agreement" means the Amended and Restated Acquisition and Funding Agreement, dated as of August 25, 2026, by and among the City, the District and IDI Logistics, LLC, IDIL Perris Logistics Center North 1, L.P., IDIL Perris Logistics Center North, L.P., and IDIL Perris Fulfillment Center L.P.

"Act" means the Mello-Roos Community Facilities Act of 1982, as amended, being Section 53311 *et seq*. of the California Government Code.

"Additional Bond(s)" means additional bonds issued pursuant to Section 2.13.

"Administrative Expenses" means any or all of the following: the fees and expenses of the Fiscal Agent (including any fees or expenses of its counsel), the expenses of the City, or the District in carrying out their duties (including, but not limited to, the levying and collection of the Special Taxes, complying with the disclosure provisions of the Act, the Continuing Disclosure Agreement and this Agreement, including those related to public inquiries regarding the Special Tax and disclosures to Bond Owners and the Original Purchaser; the costs of the City and the District or their designees related to an appeal of the Special Tax; any costs of the City and the District (including fees and expenses of counsel) to defend the first lien on and pledge of the Special Taxes to the payment of the Bonds and Additional Bonds or otherwise in respect of litigation relating to the District or the Bonds and Additional Bonds or with respect to any other obligations of the District; any amounts required to be rebated to the federal government in order for the District to comply with Section 5.01(h), including the fees and expenses of its counsel; the costs of any dissemination agent under the continuing disclosure agreements entered into by the City and the District; an allocable share of the salaries of City staff directly related thereto and a proportionate amount of City general administrative overhead related thereto, and all other costs and expenses of the City, the District or the Fiscal Agent incurred in connection with the discharge of their respective duties hereunder, and in the case of the City, in any way related to the administration of the District and all actual costs and expenses incurred in connection with the administration of the Bonds and Additional Bonds.

"Administrative Expense Fund" means the fund by that name established by Section 3.5(a) hereof.

"Administrative Expense Requirement" means $20,000 plus 102% of the amount of Administrative Expenses expended for the most recent complete Fiscal Year.

"Agreement" means this Fiscal Agent Agreement, as it may be amended or supplemented from time to time by any Supplemental Agreement adopted pursuant to the provisions hereof.

"Annual Debt Service" means, for each Bond Year, the sum of (i) the interest due on the Outstanding Bonds and Additional Bonds in such Bond Year, assuming that the Outstanding Bonds and Additional Bonds are retired as scheduled, and (ii) the principal amount of the Outstanding Bonds and Additional Bonds due in such Bond Year.

"Auditor" means the auditor/tax collector of the County of Riverside.

"Authorized Officer" means the City Manager, Assistant City Manager, Finance Director or City Clerk of the City, or any other officer or employee authorized by the

City Council of the City or by an Authorized Officer to undertake the action referenced in this Agreement as required to be undertaken by an Authorized Officer.

"Bond Counsel" means (i) Aleshire & Wynder, LLP, or (ii) any attorney or firm of attorneys acceptable to the District and nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

"Bond Fund" means the fund by that name established by Section 4.2(a) hereof.

"Bond Year" means the one-year period beginning on the September 2 in each year and ending on September 1 in the following year except that the first Bond Year shall begin on the Closing Date and end on September 1, 2027.

"Bonds" means the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series, authorized by, and at any time Outstanding pursuant hereto.

"Business Day" means any day other than (i) a Saturday or a Sunday, (ii) a day on which the offices of the City are not open for business, or (iii) a day on which banking institutions in the state in which the Fiscal Agent has its principal corporate trust office is authorized or obligated by law or executive order to be closed.

"CDIAC" means the California Debt and Investment Advisory Commission of the office of the State Treasurer of the State of California or any successor agency or bureau thereto.

"City" means the City of Perris, California.

"City Council" means the City Council of the City.

"City Facilities" means the facilities and authorized fees more particularly described in Exhibit B of the Resolution of Formation, or any portion thereof.

"City Manager" means the City Manager of the City.

"Closing Date" means the date upon which there is a physical delivery of the Bonds and/or Additional Bonds in exchange for the amount representing the purchase price of the Bonds and/or Additional Bonds by the Original Purchaser.

"Code" means the Internal Revenue Code of 1986 as in effect on the date of issuance of the Bonds or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the date of issuance of the Bonds.

"Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement, by and between the District and the Dissemination Agent, relating to the Bonds, executed on the Closing Date, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"Corporate Trust Office" means the corporate trust office of the Fiscal Agent at Los Angeles, California, provided, however, for transfers, registration, exchange, payment, and surrender of the Bonds, "Corporate Trust Office" means the corporate trust office of the Fiscal Agent in Minneapolis, Minnesota, the "Corporate Trust Office" or such other office designated from time to time by the Fiscal Agent in writing to the District.

"County" means the County of Riverside, California.

"Crossing Project Fee Advance" means the approximate $6.1 million deposit/advance the Developer made to the City pursuant to the Deposit and Reimbursement Agreement by and between the City and the Developer relating to offsite street improvements where Ellis Avenue and Mapes Road intersect.

"Debt Service" means the scheduled amount of interest and amortization of principal payable on the Bonds and Additional Bonds, if applicable, during the period of computation, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

"Depository" means The Depository Trust Company, 140 58th Street, Brooklyn, New York 11220, Attention: Call Notification Department, Fax-(212) 855-7232 and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in an Officer's Certificate delivered to the Fiscal Agent.

"Dissemination Agent" means Willdan Financial Services or such other Dissemination Agent as may be appointed by the District pursuant to the Continuing Disclosure Agreement.

"District" means the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris formed pursuant to the Resolution of Formation.

"EMWD" means Eastern Municipal Water District.

"EMWD Facilities" means facilities described on Exhibit C-1 of the Joint Community Facilities Agreement and Exhibit B-2 to the Acquisition Agreement.

"Facilities" means collectively, the City Facilities and the EMWD Facilities.

"Fair Market Value" means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm's length transaction, except for specified investments as described in section 1.148-5(d)(6) of the Tax Regulations, including United States Treasury obligations, certificates of deposit, guaranteed investment contracts, and investments for yield restricted defeasance escrows. Fair Market Value is generally determined on the date on which a contract to purchase or sell an investment becomes binding, and, to the extent required by the applicable regulations under the Code, the term "investment" will include a hedge.

"Federal Securities" means any of the following which are non-callable and which at the time of investment are legal investments under the laws of the State of California for funds held by the Fiscal Agent, as shall be certified by the District to the Fiscal Agent:

(1) direct general obligations of the United States of America (including obligations issued or held in book entry form on the books of the United States Department of the Treasury) and obligations, the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America, including, without limitation, such of the foregoing which are commonly referred to as "stripped" obligations and coupons;

(2) any of the following obligations of the following agencies of the United States of America: (a) direct obligations of the Export-Import Bank, (b) certificates of beneficial ownership issued by the Farmers Home Administration, (c) participation certificates issued by the General Services Administration, (d) mortgage-backed bonds or pass-through obligations issued and guaranteed by the Government National Mortgage Association, (e) project notes issued by the United States Department of Housing and Urban Development, and (f) public housing notes and bonds guaranteed by the United States of America; or refunded municipal obligations, the timely payment of principal of and interest on are fully guaranteed by the United States of America.

"Fiscal Agent" means the Fiscal Agent appointed by the District and acting as an independent fiscal agent with the duties and powers herein provided, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 8.1.

"Fiscal Year" means the twelve-month period extending from July 1 in a calendar year to June 30 of the succeeding year, both dates inclusive.

"Joint Community Facilities Agreement" means the Joint Community Facilities Agreement, dated August 25, 2026, by and among EMWD, the City, IDI Logistics, LLC, IDIL Perris Logistics Center North, L.P., IDIL Perris Logistics Center North 1, L.P., and IDIL Perris Fulfillment Center L.P.

"Improvement Fund" means the fund created pursuant to Section 3.6 hereof.

"Interest Payment Date" means March 1 and September 1 of each year, commencing March 1, 2027.

"Investment Earnings" means all interest earned and any gains and losses on the investment of moneys in any fund or account created by this Agreement.

"Legislative Body" means the City Council of the City.

"Moody's" means Moody's Rating Services or any successor thereto.

"Maximum Annual Debt Service" means the largest Annual Debt Service for any Bond Year after the calculation is made through the final maturity date of any Outstanding Bonds and Additional Bonds.

"Net Taxes" means Special Taxes less the Administrative Expense Requirement.

"Officer's Certificate" means a written certificate of the District or the City signed by an Authorized Officer of the City.

"Ordinance" means any ordinance of the City levying the Special Taxes, including Ordinance No. 1430 adopted by the Legislative Body on August 29, 2023.

"Original Purchaser" means Oppenheimer & Co., Inc.

"Outstanding," when used as of any particular time with reference to Bonds and Additional Bonds, means (subject to the provisions of Section 9.4) all Bonds and Additional Bonds except: (i) Bonds and Additional Bonds theretofore canceled by the Fiscal Agent or surrendered to the Fiscal Agent for cancellation; (ii) Bonds and Additional Bonds paid or deemed to have been paid within the meaning of Section 10.3; and (iii) Bonds and Additional Bonds in lieu of or in substitution for which other Bonds and Additional Bonds shall have been authorized, executed, issued and delivered by the District pursuant to this Agreement or any Supplemental Agreement.

"Owner" or "Bond Owner" means any person who shall be the registered owner of any Outstanding Bond and/or Additional Bonds, as the case may be.

"Participants" shall mean those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Bonds as security depository.

"Participating Underwriter" means any of the original underwriter(s) of Bonds required to comply with Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities and Exchange Act of 1934, as the same may be amended from time to time, in connection with the offering of the Bonds.

"Permitted Investments" means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (the Fiscal Agent entitled to rely on written investment direction of the District as a determination that such investment is a legal investment), but only to the extent that the same are acquired at Fair Market Value:

(a) Federal Securities;

(b) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States of America (stripped securities are

only permitted if they have been stripped by the agency itself): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) obligations of the Federal Financing Bank; (iv) debentures of the Federal Housing Administration; (v) participation certificates of the General Services Administration; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of the Government National Mortgage Association; (vii) guaranteed Title XI financings of the U.S. Maritime Administration; (viii) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development;

(c) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit U.S. government agencies (stripped securities are only permitted if they have been stripped by the District itself): (i) senior debt obligations of the Federal Home Loan Bank System; (ii) participation certificates and senior debt obligations of the Federal Home Loan Mortgage Corporation; (iii) mortgaged-backed securities and senior debt obligations of the Federal National Mortgage Association (excluding stripped mortgage securities which are valued greater than par on the portion of unpaid principal); (iv) senior debt obligations of the Student Loan Marketing Association; (v) obligations (but only the interest component of stripped obligations) of the Resolution Funding Corporation; and (vi) consolidated systemwide bonds and notes of the Farm Credit System;

(d) money market funds (including funds of the Fiscal Agent or its affiliates) registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of "AAAm-G", "AAAm", or "AAm", and, if rated by Moody's, rated Aaa, Aa1 or Aa2;

(e) certificates of deposit secured at all times by collateral described in (a) or (b) above, which have a maturity of one year or less, which are issued by commercial banks, savings and loan associations or mutual savings banks, and such collateral must be held by a third party, and Fiscal Agent must have a perfected first security interest in such collateral;

(f) certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of Fiscal Agent and its affiliates) which are fully insured by the Federal Deposit Insurance Corporation;

(g) investment agreements, including guaranteed investment contracts, forward purchase agreements and reserve fund put agreements, which are general obligations of an entity whose long term debt obligations, or claims paying ability, respectively, is rated in one of the two highest rating categories by Moody's or S&P;

(h) commercial paper rated, at the time of purchase, "Prime-1" by Moody's and "A-1" or better by S&P;

(i) bonds or notes issued by any state or municipality which are rated by Moody's and S&P in one of the two highest rating categories assigned by such agencies;

(j) federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of "Prime-1" or "A3" or better by Moody's and "A-1" or "A" or better by S&P;

(k) repurchase agreements which provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to Fiscal Agent and the transfer of cash from Fiscal Agent to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to Fiscal Agent in exchange for the securities at a specified date, which satisfy the following criteria:

(i) repurchase agreements must be between Fiscal Agent and (A) a primary dealer on the Federal Reserve reporting dealer list which falls under the jurisdiction of the Securities Investors Protection Corporation which are rated "A" or better by Moody's and S&P, or (B) a bank rated "A" or better by Moody's and S&P;

(ii) the written repurchase agreement contract must include the following: (A) securities acceptable for transfer, which may be direct U.S. government obligations, or federal agency obligations backed by the full faith and credit of the U.S. government; (B) the term of the repurchase agreement may be up to 30 days; (C) the collateral must be delivered to Fiscal Agent or a third party acting as agent for Fiscal Agent simultaneous with payment (perfection by possession of certificated securities); (D) Fiscal Agent must have a perfected first priority security interest in the collateral; (E) the collateral must be free and clear of third-party liens and, in the case of a broker which falls under the jurisdiction of the Securities Investors Protection Corporation, are not subject to a repurchase agreement or a reverse repurchase agreement; (F) failure to maintain the requisite collateral percentage, after a two day restoration period, will require Fiscal Agent to liquidate the collateral; (G) the securities must be valued weekly, marked-to-market at current market price plus accrued interest and the value of collateral must be equal to 104% of the amount of cash transferred by Fiscal Agent to the dealer bank or securities firm under the repurchase agreement plus accrued interest (unless the securities used as collateral are obligations of the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, in which case the collateral must be equal to 105% of the amount of cash transferred by Fiscal Agent to the dealer bank or securities firm under the repurchase agreement plus accrued interest). If the value of securities held as collateral falls below 104% of the value of the cash transferred by Fiscal Agent, then additional cash and/or acceptable securities must be transferred; and

(iii) a legal opinion must be delivered to Fiscal Agent to the effect that the repurchase agreement meets guidelines under state law for legal investment of public funds; and

(l) the Local Agency Investment Fund of the State of California, created pursuant to Section 16429.1 of the California Government Code, to the extent Fiscal Agent is authorized to register such investment in its name.

"Person" means an individual, corporation, firm, association, partnership, trust, or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Principal Account" means the account by that name established in the Bond Fund pursuant to Section 4.2 hereof.

"Qualified Reserve Account Credit Instrument" means an irrevocable standby or direct pay letter of credit or surety bond issued by a commercial bank or insurance company and deposited with the Fiscal Agent pursuant to Section 4.2(c), provided that all of the following requirements are met at the time of acceptance thereof by the Fiscal Agent: (a) the long-term credit rating of such bank or insurance company is "A" or better from each rating agency which then maintains a rating on the Bonds, or if no rating Agency is rating the Bonds, a long term credit rating in the second highest category of rating (without regard to + or _) of S&P or Moody's; (b) such letter of credit or surety bond has a term of at least twelve (12) months; (c) such letter of credit or surety bond has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.2(c); and (d) the Fiscal Agent is authorized pursuant to the terms of such letter of credit or surety bond to draw thereunder an amount equal to any deficiencies which may exist from time to time in the Bond Fund for the purpose of making payments required pursuant to Section 4.2.

"Record Date" means the fifteenth day of the month next preceding the month of the applicable Interest Payment Date.

"Redemption Revenues" "means (a) any amounts transferred for the optional redemption of Bonds and Additional Bonds, (b) amounts transferred from the Surplus Fund for the redemption of Bonds or Additional Bonds, and (c) any amounts deposited for the Special Mandatory Redemption from Prepayment of Special Taxes. Sinking payments are not included in Redemption Revenues.

"Registration Books" means the records maintained by the Fiscal Agent pursuant to Section 2.9 for the registration and transfer of ownership of the Bonds.

"Reserve Account" means the account by that name established by Section 4.2(c) hereof.

"Reserve Requirement" means, as of any date of calculation, with respect to the Bonds secured by the applicable Reserve Fund or account therein, the least of: (a) Maximum Annual Debt Service on such Bonds; (b) ten percent (10%) of the original principal amount of such Bonds; or (c) one hundred twenty-five percent (125%) of the average Annual Debt Service on such Bonds; provided, however, that the Reserve Requirement shall not exceed the maximum amount permitted to be funded from proceeds of tax-exempt obligations and invested without yield restriction under the Code.

Upon the issuance of any Additional Bonds, the Issuer may provide in the Supplemental Indenture authorizing such Additional Bonds that: (i) the Additional Bonds shall be secured by the existing Reserve Fund, in which event the Reserve Requirement shall be recalculated to include the Additional Bonds and the amount required to satisfy the increased Reserve Requirement shall be deposited into the Reserve Fund in connection with the issuance of such Additional Bonds; or (ii) the Additional Bonds shall be secured by a separate reserve fund or account established for such Additional Bonds, in which event the reserve requirement for such separate reserve fund or account shall be calculated in accordance with the formula set forth above based solely upon the Bonds secured by such separate reserve fund or account.

The Reserve Requirement applicable to any Reserve Fund or separate reserve fund or account shall not thereafter exceed the Reserve Requirement established for such fund or account on the date of issuance of the Bonds initially secured thereby, as increased, in the case of a common Reserve Fund, on the date of issuance of any Additional Bonds subsequently secured thereby.

"Resolution" means Resolution No. ____ adopted by the Legislative Body on September 29, 2026, as now in effect or as it may hereafter be amended from time to time, and any resolution adopted by the Legislative Body with respect to a series of Additional Bonds, as such resolution is in effect or may be amended from time to time.

"Resolution of Formation" means Resolution No. 6222 adopted by the Legislative Body on July 25, 2023, as now in effect or as it may hereafter be amended from time to time.

"RMA" means the Rate and Method of Apportionment of the Special Tax for the District.

"S&P" means S&P Rating Services, a Standard & Poor's Financial Services LLC business, and its successors.

"Second Series of Bonds" means the first issuance of Additional Bonds.

"Special Tax Fund" means the fund by that name established by Section 3.4(a) hereof.

"Special Taxes Receipt Fund" means the fund by that name established by Section 3.4(a) hereof.

"Special Tax Revenues" means the proceeds of the Special Taxes received by the District, including any scheduled payments and any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. Notwithstanding the foregoing, "Special Tax Revenues" does not include any penalties or interest in excess of the interest payable on the Bonds or Additional Bonds collected in connection with delinquent Special Taxes.

"Special Taxes" means the special taxes levied within the District pursuant to the Act, the Ordinance and this Agreement.

"State" means the State of California.

"Supplemental Agreement" means an agreement the execution of which is authorized by a resolution which has been duly adopted by the Legislative Body of the District under the Act and which agreement is amendatory of or supplemental to this Agreement, but only if and to the extent that such agreement is specifically authorized hereunder.

"Surplus Fund" means the fund of that name established by Section 3.8 hereof.

"Tax Certificate" means, with respect to the Bonds, the Tax Certificate, dated the date of issuance of the Bonds, as originally executed and as it may from time to time be amended or supplemented pursuant to its terms.

"Treasurer" means the person who is acting in the capacity as treasurer or finance director to the City.

ARTICLE II
THE BONDS

2.1 **Principal Amounts; Designations.** Bonds in the aggregate principal amount of_____ ($____) are hereby authorized to be issued by the City for the District under and subject to the terms of the Resolution and this Agreement, the Act and other applicable laws of the State of California. The Bonds shall be generally designated "Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series." The Bonds may be issued as from time to time shall be established and authorized by the District, subject to the covenants, provisions and conditions herein contained. This Agreement constitutes a continuing agreement of the District with the Owners from time to time of the Bonds to secure the full payment of the principal of, premium, if any, and interest on all such Bonds subject to the covenants, provisions and conditions herein contained.

2.2 **Terms of Bonds.**

(a) Form; Denominations. The Bonds are hereby created and additionally designated as "Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series." The Bonds shall be issued as fully registered bonds without coupons in the denomination of $5,000 or any integral multiple thereof. The Bonds shall be lettered and numbered in a customary manner as determined by the Fiscal Agent.

(b) Date of the Bonds. The Bonds shall be dated the Closing Date.

(c) [Reserved].

(d) Maturities, Interest Rates. The Bonds shall mature on the dates and shall bear interest at the rates as follows:

Maturity Date September 1	Principal Amount	Coupon
	$	

*maturity

(e) Interest. The Bonds shall bear interest at the rates set forth above payable on the Interest Payment Dates in each year. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months. Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof unless (i) it is authenticated after a Record Date and on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated on or before February 15, 2026, in which event it shall bear interest from the Closing Date, or (iii) interest with respect to any Outstanding Bond is in default, in which event interest with respect thereto will be payable from, the date to which interest has previously been paid or made available for payment thereon.

(f) Method of Payment. Interest on the Bonds (including the final interest payment upon maturity or earlier redemption) is payable by check of the Fiscal Agent mailed on the Interest Payment Dates by first class mail to the registered Owner thereof at such registered Owner's address as it appears on the registration books maintained by the Fiscal Agent at the close of business on the Record Date preceding the Interest Payment Date, or by wire transfer made on such Interest Payment Date upon instructions of any Owner of $1,000,000 or more in aggregate principal amount of Bonds.

The principal of the Bonds and any premium on the Bonds are payable in lawful money of the United States of America upon surrender of the Bonds at the Corporate Trust Office of the Fiscal Agent.

All Bonds paid by the Fiscal Agent pursuant to this Section shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds.

2.3 **Redemption**

(a) Redemption Dates.

(i) *Optional Redemption*. The Bonds maturing on and after September 1, ___ are subject to redemption prior to maturity at the option of the District on any Interest Payment Date on or after September 1, ____, as a whole or in part, from such maturities as selected by the District and by lot within a maturity, from any available source of funds at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	***Redemption Price***
September 1, 2033 and March 1, 2034	103%
September 1, 2034 and March 1, 2035	102
September 1, 2035 and March 1, 2036	101
September 1, 2036 and any Interest Payment Date thereafter	100

(ii) *Special Mandatory Redemption From Prepayment of Special Taxes and Surplus Funds*. The Bonds are subject to mandatory redemption prior to maturity on any Interest Payment Date on or after March 1, 2026, in whole or in part from such maturities as selected by the District and by lot within a maturity, from the redemption of the Bonds from amounts constituting prepayments of Special Taxes, from amounts transferred from the Surplus Funds held under the Fiscal Agent Agreement at the following redemption prices (expressed as a percentage of the principal amount of Bonds to be redeemed) together with accrued interest thereon to the redemption date:

Redemption Dates	***Redemption Price***
March 1, 2027 through March 1, 2034	103%
September 1, 2034 and March 1, 2035	102
September 1, 2035 and March 1, 2036	101
September 1, 2036 and any Interest Payment Date thereafter	100

(iii) *Mandatory Sinking fund Redemption.* The Bonds are subject to mandatory redemption, in part by lot, on September 1 in each year, commencing September 1, ____ with respect to Bonds maturing September 1, ____, commencing September 1, ___ with respect to Bonds maturing September 1, ____, September 1, ____ with respect to Bonds maturing September 1, ____, and September 1, _____ with respect to Bonds maturing 2056, from mandatory sinking payments pursuant to this Agreement at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption in the aggregate principal amounts and on September 1 in the respective years as set forth in the following schedule; provided, however, that if some but not all of the Bonds have been redeemed pursuant to optional redemption, special mandatory redemption from prepayment of Special Taxes or special mandatory redemption provisions as described herein, the total amount of all future sinking payments will be reduced by the aggregate principal amount of the Bonds so redeemed, to be allocated among such sinking

payments on a pro rata basis (as nearly as practicable) in integral multiples of $5,000 as determined by the District.

SCHEDULE OF MANDATORY SINKING PAYMENT REDEMPTIONS

TERM BONDS MATURING SEPTEMBER 1____

September 1 Year	Principal Amount

TERM BONDS MATURING SEPTEMBER 1, _____

September 1 Year	Principal Amount

*maturity

(b) Notice to Fiscal Agent. The District shall give the Fiscal Agent written notice of its intention to redeem Bonds pursuant to subsection (a)(i) not less than sixty (60) days prior to the applicable redemption date, unless such notice shall be waived by the Fiscal Agent. Notwithstanding any provisions in this Agreement to the contrary, upon any Special Mandatory Redemption from Special Taxes in part, the District shall deliver an Officer's Certificate to the Fiscal Agent at least sixty (60) days prior to the proposed redemption date or such later date as shall be acceptable to the Fiscal Agent so stating that the remaining payments of principal and interest on the Bonds, together with Special Taxes to be available, will be sufficient on a timely basis to pay debt service on the Bonds, as demonstrated in a cash flow certificate delivered to the Fiscal Agent with such Officer's Certificate.

The District shall in such Officer's Certificate certify to the Fiscal Agent that sufficient moneys for purposes of such redemption are or will be on deposit in the Revenue Fund and is required to deliver such moneys to the Fiscal Agent together with other Special Tax Revenues, if any, then to be delivered to the Fiscal Agent pursuant to this Agreement, which moneys are required to be identified to the Fiscal Agent in the Officer's Certificate delivered with the Special Tax Revenues.

(c) Redemption Procedure by Fiscal Agent. The Fiscal Agent shall cause notice of any redemption to be mailed by first class mail, postage prepaid, at least thirty (30) days but not more than sixty (60) days prior to the date fixed for redemption, to the respective registered Owners of any Bonds designated for redemption, at their addresses appearing on the Bond registration books in the Corporate Trust Office of the Fiscal Agent; but such mailing shall not be a condition precedent to such redemption and failure to mail or to receive any such notice, or any defect therein, shall not affect the validity of the proceedings for the redemption of such Bonds.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Bonds are to be called for redemption, shall designate the Bond numbers of the Bonds to be redeemed or shall state that all Bonds between two stated Bond numbers, both inclusive, are to be redeemed or that all of the Bonds of one or more maturities have been called for redemption, shall state as to any Bond called in part the principal amount thereof to be redeemed, and shall require that such Bonds be then surrendered at the Corporate Trust Office of the Fiscal Agent for redemption at the said redemption price, and shall state that further interest on such Bonds will not accrue from and after the redemption date. The cost of mailing any such redemption notice and any expenses incurred by the Fiscal Agent in connection therewith shall be paid by the District.

The District shall have the right to rescind any notice of optional redemption by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of such redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation shall not constitute an Event of Default hereunder. The District and the Fiscal Agent shall have no liability to the Owners or any other party related or arising from such rescission of redemption. The Fiscal Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Whenever provision is made in this Agreement for the redemption of less than all of the Bonds or any given portion thereof, the Fiscal Agent shall select the Bonds to be redeemed, from all Bonds or such given portion thereof not previously called for redemption, among maturities as specified by the District in a written certificate delivered

to the Fiscal Agent, and by lot within a maturity in any manner which the District in its sole discretion shall deem appropriate and fair. In providing such certificate, the District shall provide for the redemption of Bonds such that the remaining Debt Service payable on the Bonds shall remain as level as possible.

Upon surrender of Bonds redeemed in part only, the District shall execute and the Fiscal Agent shall authenticate and deliver to the registered Owner, at the expense of the District, a new Bond or Bonds, of the same series and maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond or Bonds

(d) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of, and interest and any premium on, the Bonds so called for redemption shall have been deposited in the Bond Fund, such Bonds so called shall cease to be entitled to any benefit under this Agreement other than the right to receive payment of the redemption price, and no interest shall accrue thereon on, or after the redemption date specified in such notice.

All Bonds redeemed and purchased by the Fiscal Agent pursuant to this Section 2.3 shall be canceled by the Fiscal Agent. The Fiscal Agent shall destroy the canceled Bonds.

(e) Partial Redemption. If in the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the City will execute, on behalf of the District, and the Fiscal Agent will authenticate and deliver to the Bond Owner thereof, at the expense of the District, a new Bonds or Bonds of the same series and maturity date, of authorized denominations in an aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

2.4 **Form of Bonds**. The Bonds, the form of Fiscal Agent's certificate of authentication and the form of assignment to appear thereon, shall be substantially in the forms, respectively, set forth in Exhibit A attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Agreement, the Resolution and the Act.

2.5 **Execution of Bonds**. The Bonds shall be executed on behalf of the District by the manual or facsimile signatures of the Mayor, and City Clerk, who are in office on the date of adoption of this Agreement or at any time thereafter. Unless otherwise provided in any Supplemental Agreement with respect to the Bonds, the Bonds shall then be delivered to the Fiscal Agent for authentication. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the owner, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the owner. Any Bond may be signed and attested on behalf of the District by such persons as at the actual date of the execution of such Bond shall be the proper officers of the District although at the nominal date of such Bond any such person shall not have been such officer of the District.

Only such Bonds as shall bear thereon a certificate of authentication in substantially the form set forth in Exhibit A, executed and dated by the Fiscal Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Agreement, and such certificate of authentication of the Fiscal Agent shall be conclusive evidence that the Bonds registered hereunder have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Agreement.

2.6 **Transfer of Bonds**. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.8 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

No transfers of Bonds shall be required to be made (i) fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption, or (iii) between the 15th day of the month next preceding any Interest Payment Date and such Interest Payment Date.

2.7 **Exchange of Bonds**. Bonds may be exchanged at the Corporate Trust Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the Owner requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption or (iii) between the 15th day of the month next preceding any Interest Payment Date and such Interest Payment Date.

2.8 **Bond Register**. The Fiscal Agent will keep or cause to be kept, at its Corporate Trust Office sufficient books for the registration and transfer of the Bonds which books shall show the series number, date, amount, rate of interest and last known owner of each Bond and shall at all times be open to inspection by the District or the City during regular business hours upon reasonable notice; and, upon presentation for such purpose, the Fiscal Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, the ownership of the Bonds as hereinbefore provided.

The District and the Fiscal Agent will treat the Owner of any Bond whose name appears on the Bond register as the absolute Owner of such Bond for any and all purposes, and the District and the Fiscal Agent shall not be affected by any notice to the contrary. The District and the Fiscal Agent may rely on the address of the Bond Owner as it appears in the Bond register for any and all purposes.

2.9 **Temporary Bonds**. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such authorized denominations as may be determined by the District, and may contain such reference to any of the provisions of this Agreement as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay and thereupon the temporary Bonds shall be surrendered, for cancellation, in exchange for the definitive Bonds at the Corporate Trust Office of the Fiscal Agent or at such other location as the Fiscal Agent shall designate, and the Fiscal Agent shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary bonds shall be entitled to the same benefits under this Agreement as definitive Bonds authenticated and delivered hereunder.

2.10 **Bonds Mutilated, Lost, Destroyed or Stolen**. If any Bond shall become mutilated, the District, at the expense of the Owner of said Bond, shall execute, and the Fiscal Agent shall authenticate and deliver, a new Bond of like tenor and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Fiscal Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Fiscal Agent shall be canceled by it and destroyed by the Fiscal Agent who shall deliver a certificate of destruction thereof to the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Fiscal Agent and, if such evidence be satisfactory to it and indemnity for the District and the Fiscal Agent satisfactory to the Fiscal Agent shall be given, the District, at the expense of the Owner, shall execute, and the Fiscal Agent shall authenticate and deliver a new Bond of like tenor and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond delivered under this Section and of the expenses which may be incurred by the District and the Fiscal Agent for the preparation, execution, authentication and delivery. Any Bond delivered under the provisions of this Section in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen is at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Agreement with all other Bonds issued pursuant to this Agreement.

2.11 **Limited Obligation**. All obligations of the District under this Agreement and the Bonds shall be special obligations of the District, payable solely from the Special Tax Revenues and the funds pledged therefor hereunder. Neither the faith and credit nor

the taxing power of the District (except to the limited extent set forth herein) or the State of California or any political subdivision thereof is pledged to the payment of the Bonds.

2.12 **No Acceleration**. The principal of the Bonds shall not be subject to acceleration hereunder. Nothing in this Section shall in any way prohibit the prepayment or redemption of Bonds under Section 2.3 hereof, or the defeasance of the Bonds and discharge of this Agreement under Section 10.3 hereof.

2.13 **Additional Bonds**. The District may at any time after the issuance and delivery of the Bonds hereunder issue Additional Bonds payable from the Special Tax Revenues and other amounts deposited in the Special Tax Fund and secured by a lien and charge upon such amounts equal to the lien and charge securing the Outstanding Bonds and any other Additional Bonds theretofore issued hereunder or under any Supplemental Fiscal Agent Agreement; provided, however, that Additional Bonds, may only be issued subject to the following specific conditions, which are made conditions precedent to the issuance of any such Additional Bonds:

(a) The District shall be in compliance with all covenants set forth in this Fiscal Agent Agreement and any Supplemental Fiscal Agent Agreement then in effect and a certificate of the District to that effect shall have been filed with the Fiscal Agent; provided, however, that Additional Bonds may be issued notwithstanding that the District is not in compliance with all such covenants so long as immediately following the issuance of such Additional Bonds the District will be in compliance with all such covenants.

(b) The issuance of Additional Bonds shall have been duly authorized pursuant to the Act and all applicable laws, and the issuance of such Additional Bonds shall have been provided for by a Supplemental Fiscal Agent Agreement duly adopted by the District which shall specify the following:

(i) the purpose for which such Additional Bonds are to be issued and the fund or funds into which the proceeds thereof are to be deposited;

(ii) the authorized principal amount of such Additional Bonds;

(iii) the date, the interest payment dates, and the maturity date or dates of such Additional Bonds; provided that (i) each interest payment date shall fall on a March 1 or September 1 and (ii) each maturity date shall fall on a September 1;

(iv) the description of the Additional Bonds, the place of payment thereof and the procedure for execution and authentication;

(v) the denominations and method of numbering of such Additional Bonds;

(vi) the amount and due date of each mandatory sinking fund payment, if any, for such Additional Bonds;

(vii) the amount, if any, to be deposited from the proceeds of such Additional Bonds in the Reserve Account of the Special Tax Fund to increase the amount

therein to the Reserve Requirement, provided that if the interest on such Additional Bonds is intended by the District to be excluded from the gross income of the recipients thereof for federal income tax purposes, such amount shall not exceed the maximum amount of proceeds that, in the opinion of Bond Counsel, can be so deposited without causing the interest on such Additional Bonds to be included in the gross income of the recipients thereof for federal income tax. Alternatively, the Additional Bonds may be secured by a Reserve Account separate from the Bonds and in the amount of the Reserve Requirement;

(viii) the form of such Additional Bonds; and

(ix) such other provisions as are necessary or appropriate and not inconsistent with this Fiscal Agent Agreement.

The Fiscal Agent shall have received the following documents, all dated or certified, as the case may be, as of the date of delivery of such Additional Bonds:

(i) a certified copy of the Supplemental Fiscal Agent Agreement authorizing the issuance of such Additional Bonds;

(ii) a written request of the District as to the delivery of such Additional Bonds;

(iii) an opinion of Bond Counsel and/or general counsel to the District to the effect that (i) the District has the right and power under the Act to adopt the Supplemental Fiscal Agent Agreement relating to such Additional Bonds, and the Supplemental Fiscal Agent Agreement has been duly and lawfully adopted by the District, is in full force and effect and is valid and binding upon the District and enforceable in accordance with its terms (subject to the usual and customary exceptions); (ii) the Fiscal Agent Agreement creates the valid pledge which it purports to create of the Special Tax Revenues and other amounts as provided in the Fiscal Agent Agreement, subject to the application thereof to the purposes and on the conditions permitted by the Fiscal Agent Agreement; and (iii) such Additional Bonds are valid and binding limited obligations of the District, enforceable in accordance with their terms (subject to the usual and customary exceptions) and the terms of the Fiscal Agent Agreement and all Supplemental Fiscal Agent Agreements thereto and are entitled to the benefits of the Fiscal Agent Agreement and all such Supplemental Fiscal Agent Agreements, and such Additional Bonds have been duly and validly authorized and issued in accordance with the Act (or other applicable laws) and the Fiscal Agent Agreement and all such Supplemental Fiscal Agent Agreements; and a further opinion of Bond Counsel to the effect that, assuming compliance by the District with certain tax covenants, the issuance of the Additional Bonds will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds and any Additional Bonds theretofore issued on a tax exempt basis, or the exemption from State of California personal income taxation of interest on any Outstanding Bonds and Additional Bonds theretofore issued;

(iv) a certificate of the District stating that the requirements in this Section 2.13 for the issuance of Additional Bonds have been complied with and satisfied;

(v) if the Additional Bonds are for refunding purposes, a certificate from an Independent Financial Consultant to the effect that Annual Debt Service in each Bond Year after the issuance of such Additional Bonds will be less than Annual Debt Service would have been prior to the issuance of such Additional Bonds in each Bond Year in which such Additional Bonds will remain Outstanding; and

(vi) if the Additional Bonds are for new money purposes, the following shall apply:

(a) Value-to-Lien Ratio. The aggregate value of the taxable property within the District, as shown in an appraisal prepared by an Independent Appraiser not more than six months before the date of issuance of the Additional Bonds, shall be at least five times the aggregate principal amount of: (i) the Bonds then Outstanding; (ii) the Additional Bonds proposed to be issued; and (iii) any other outstanding land-secured indebtedness payable from or secured by special taxes or assessments levied on property within the District.

(b) Special Tax Delinquencies. No Special Tax levied on property within the District shall have been delinquent at any time during the eighteen [18]-month period immediately preceding the date of issuance of the Additional Bonds. For purposes of this subsection, a Special Tax shall be considered delinquent if it remains unpaid after the date on which the applicable installment becomes delinquent under applicable law, without regard to any subsequent payment, redemption, or cure.

(c) South-Side Building Permits. At least two building permits shall have been issued for vertical construction on property located within the southern portion of the District and identified as Assessor's Parcel Numbers [], [],. Each such building permit must authorize construction of a commercial or industrial building and must remain in full force and effect as of the date of issuance of the Additional Bonds.

Compliance with the conditions set forth above shall be evidenced by an Officer's Certificate delivered to the Trustee before the issuance of the Additional Bonds. The Officer's Certificate shall be accompanied by: (i) the appraisal required by subsection (a); (ii) a certificate of the official responsible for the collection of the Special Taxes confirming compliance with subsection (b); and (iii) copies of the building permits, or a certificate of the applicable building official confirming the issuance and continuing effectiveness of the building permits, required by subsection (c).

(vii) such further documents, money and securities as are required by the provisions of this Fiscal Agent Agreement and the Supplemental Fiscal Agent Agreement providing for the issuance of such Additional Bonds

2.14 **Book-Entry System**. The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity. Upon initial delivery, the ownership of each such Bond shall be registered in the Bond

Register in the name of the Nominee as nominee of the Depository. Except as provided in Section 2.14, all of the Outstanding Bonds shall be registered in the Bond Register in the name of the Nominee.

With respect to Bonds registered in the Bond Register in the name of the Nominee, the District and the Fiscal Agent shall have no responsibility or obligation to any Participant or to any Person on behalf of which such Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Fiscal Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other Person, other than an Owner as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in the Bonds to be redeemed in the event the Bonds are redeemed in part, or (iv) the payment to any Participant or any other Person, other than an Owner as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest due with respect to the Bonds. The District and the Fiscal Agent may treat and consider the Person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of the principal of, premium, if any, and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Fiscal Agent shall pay all principal of, premium, if any, and interest due on the Bonds only to or upon the order of the respective Owner, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to satisfy and discharge fully the District's obligations with respect to payment of the principal, premium, if any, and interest due on the Bonds to the extent of the sum or sums so paid. No Person other than an Owner, as shown in the Bond Register, shall receive a Bond evidencing the obligation of the District to make payments of principal, premium, if any, and interest pursuant to this Fiscal Agent Agreement. Upon delivery by the Depository to the Fiscal Agent and the District of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions herein with respect to Record Dates, the word Nominee in this Fiscal Agent Agreement shall refer to such new nominee of the Depository.

2.15 **Representation Letter**. In order to qualify the Bonds which the District elects to register in the name of the Nominee for the Depository's book-entry system, an authorized representative of the District is hereby authorized to execute from time to time and deliver to such Depository the Representation Letter. The execution and delivery of the Representation Letter shall not in any way limit any covenants herein or in any other way impose upon the District or the Fiscal Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners, as shown in the Bond Register. The District agrees to take all action reasonably necessary to continuously comply with all representations made by it in the Representation Letter. In addition to the execution and delivery of the Representation Letter, the Authorized Officers of the

City are hereby authorized to take any other actions, not inconsistent with this Fiscal Agent Agreement, to qualify the Bonds for the Depository's book-entry program.

2.16 **Transfers Outside Book-Entry System**. In the event (i) the Depository determines not to continue to act as securities depository for the Bonds, or (ii) the District determines that the Depository shall no longer so act, then the District will discontinue the book-entry system with the Depository. If the District fails to identify another qualified securities depository to replace the Depository then the Bonds so designated shall no longer be restricted to being registered in the Bond Register in the name of the Nominee, but shall be registered in whatever name or names Persons transferring or exchanging Bonds shall designate, in accordance with the provisions of Section 2.8 hereof.

2.17 **Payments to the Nominee**. Notwithstanding any other provisions of this Fiscal Agent Agreement to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal, premium, if any, and interest due with respect to such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Representation Letter or as otherwise instructed by the Depository.

2.18 **Initial Depository and Nominee**. The initial Depository under this Article shall be The Depository Trust Company, New York, New York. The initial Nominee shall be Cede & Co., as Nominee of The Depository Trust Company, New York, New York.

ARTICLE III
ISSUANCE OF BONDS

3.1 **Issuance and Delivery of the Bonds.** At any time after the execution of this Agreement, the District may issue the Bonds in the aggregate principal amount set forth in Section 2.2 and deliver the Bonds to the Original Purchaser. The Authorized Officers of the District are hereby authorized and directed to deliver any and all documents and instruments necessary to cause the issuance of the Bonds in accordance with the provisions of the Act, the Resolution and this Agreement and to do and cause to be done any and all acts and things necessary or convenient for delivery of the Bonds to the Original Purchaser, upon payment of the purchase price for the Bonds.

3.2 **Application of Proceeds of Sale of the Bonds** On the Closing Date, the total amount of $___, which shall constitute the proceeds of the sale of the Bonds (being the Principal Amount of $____, plus the original net premium of $____, less the underwriter's discount $____) as follows:

(a) The Fiscal Agent shall deposit $____ into the City's Facilities Account of the Improvement Fund.

(b) The Fiscal Agent shall deposit $_____ into the Reserve Account of the Bond Fund.

(c) The Fiscal Agent shall deposit $_____ into the Costs of Issuance Fund.

3.3 **Validity of Bonds**. The validity of the authorization and issuance of the Bonds shall not be dependent upon the completion of the acquisition or refinancing of the Facilities or the Prior Bonds or upon the performance by any person of his obligation with respect to the Facilities.

3.4 **Special Tax Fund**.

(a) Establishment of Special Tax Fund. The City shall establish a fund known as the "Special Taxes Receipt Fund" (in which it shall create an account for each Community Facilities District within the City and improvement area thereof, including an account for the District). The City shall deposit Special Taxes when received in the account established for the District and immediately thereafter transfer such amounts to the Fiscal Agent for deposit in the Special Tax Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the "Special Tax Fund," to the credit of which the Fiscal Agent, on behalf of the District, shall deposit, immediately upon receipt, all Special Tax Revenues received by the District or the City on behalf of the District. Moneys in the Special Tax Fund shall be held in trust by the Fiscal Agent for the benefit of the District and the Owners of the Bonds and Additional Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds and Additional Bonds.

(b) Disbursements. After depositing an amount of Special Tax Revenues budgeted for Administrative Expenses to the Administrative Expense Fund pursuant to a written direction of the District, no later than ten (10) Business Days prior to each Interest Payment Date, the Fiscal Agent shall withdraw from the Special Tax Fund and transfer to the Bond Fund as follows:

(i) To the Interest Account of the Bond Fund, an amount such that the balance in the Interest Account shall be equal to the installment of interest due on the Bonds and Additional Bonds on said Interest Payment Date.

(ii) To the Principal Account of the Bond Fund, an amount such that the balance in the Principal Account shall at least equal the principal payment (including mandatory sinking payments) due on the Bonds on said Interest Payment Date.

(iii) To the Reserve Account of the Bond Fund, an amount such that the balance in the Reserve Account is equal to the Reserve Requirement.

Notwithstanding the foregoing, amounts shall be transferred to the Principal Account or the Interest Account from the Special Tax Fund and immediately be paid to the Owners of the Bonds and Additional Bonds in respect of past due payments on the Bonds and Additional Bonds.

(c) Investment. Moneys in the Special Tax Fund shall be invested and deposited in accordance with Section 6.1. Interest earnings and profits resulting from

such investment and deposit shall be retained in the Special Tax Fund to be used for the purposes thereof.

(d) Disposition of Surplus. On September 2 of each year, commencing September 2, 2027, the Fiscal Agent shall transfer any amounts remaining in the Special Tax Fund following payment of each disbursement required pursuant to subsection (b) above, to the Surplus Fund.

3.5 **Administrative Expense Fund**.

(a) Establishment of Administrative Expense Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the "Administrative Expense Fund," to the credit of which the amount budgeted and levied for Administrative Expenses shall be made. Moneys in the Administrative Expense Fund shall be held in trust by the Fiscal Agent for the benefit of the District, and shall be disbursed as provided below.

(b) Disbursement. Amounts in the Administrative Expense Fund shall be withdrawn by the Fiscal Agent and paid to the District or the City or its order upon receipt by the Fiscal Agent of an Officer's Certificate stating the amount to be withdrawn, that such amount is to be used to pay an Administrative Expense, and the nature of such Administrative Expense.

(c) Surplus. Annually, at least five (5) days prior to the last day of each Bond Year, the Fiscal Agent shall withdraw any amounts then remaining in the Administrative Expense Fund that have not been allocated to pay Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered or expected to be needed for the purposes of such fund, and transfer such amounts to the Special Tax Fund.

(d) Investment. Moneys in the Administrative Expense Fund shall be invested and deposited in accordance with Section 6.1 hereof. Interest earnings and profits resulting from said investment shall be retained in the Administrative Expense Fund to be used for the purposes of such fund.

3.6 **Improvement Fund.**

(a) Establishing of Improvement Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the Improvement Fund, to the credit of which a deposit shall be made as required by Section 3.2 hereof and Section 3.8. Moneys in the Improvement Fund shall be held in trust by the Fiscal Agent for the benefit of the City, EMWD and the District and shall be disbursed, except as otherwise provided in subsection (b) of this Section 3.6, for the payment or reimbursement of costs of Facilities.

The Fiscal Agent shall establish, maintain and hold in trust within the Improvement Fund the following separate accounts:

(i) the "City Facilities Account"; and

(ii) the "EMWD Facilities Account."

The Fiscal Agent shall deposit into each such account the portion of the proceeds of the Bonds specified in the Closing Memorandum delivered in connection with the issuance of the Bonds and Additional Bonds. Amounts deposited in the City Facilities Account shall be applied solely to the acquisition, construction or reimbursement of the costs of the City Facilities, including authorized fees, and other costs properly allocable to the City Facilities, in each case in accordance with this Agreement and the Acquisition Agreement. Amounts deposited in the EMWD Facilities Account shall be applied solely to the acquisition, construction or reimbursement of the costs of the EMWD Facilities and other costs properly allocable to the EMWD Facilities, in each case in accordance with this Agreement and the Joint Community Facilities Agreement.

The Fiscal Agent shall make disbursements from the City Facilities Account upon receipt of a properly completed requisition signed by an Authorized Officer of the City and otherwise complying with the requirements of this Agreement and the Acquisition Agreement.

The Fiscal Agent shall make disbursements from the EMWD Facilities Account only upon receipt of a properly completed requisition or disbursement request approved by EMWD and otherwise complying with the requirements of this Agreement and the Joint Community Facilities Agreement.

Amounts held in the City Facilities Account and the EMWD Facilities Account shall be separately accounted for and shall not be commingled with one another or with amounts held in any other account or fund established under this Agreement, except for purposes of investment in accordance with this Agreement. The Fiscal Agent shall maintain records sufficient to identify at all times the amounts allocable to each account.

Amounts within the accounts may be transferred to the other account within the Improvement Fund by an Officer's Certificate so long as the transfer does not conflict with the Acquisition Agreement or Joint Community Facilities Agreement.

(b) Disbursement. Disbursements from the Improvement Fund shall be made by the Fiscal Agent upon receipt of an Officer's Certificate substantially in the form of Exhibit B hereto stating that (1) the conditions to the release of such funds have been satisfied, (2) the name of the person to whom payment is due, (3) the amount to be paid and from which account, (4) the purpose for which the obligation to be paid was incurred, and (5) there has not been filed with or served upon the District notice of any lien, right to lien or attachment, stop notice or claim affecting the right to receive payment of any of the moneys payable to any of the persons named in such certificate or written requisition which has not been released or will not be released simultaneously with the payment of, such obligation, other than materialmen's or mechanic's liens accruing by mere operation of law.

(c) Investment. Moneys in the Improvement Fund shall be invested and deposited by the Fiscal Agent in accordance with Section 6.1 hereof. Interest

earnings and profits from such investment and deposit shall be retained until all Facilities have been fully funded and shall upon closing the Improvement Fund shall be transferred for deposit in the Bond Fund to be used for the purposes of such fund.

(d) Closing of Fund. Upon the filing of an Officer's Certificate executed by the Treasurer stating that all costs of the Facilities have been paid or are not required to be paid from the Improvement Fund, the Fiscal Agent shall transfer the amount, if any, remaining in the Improvement Fund to the Bond Fund for application to the payment of Bonds, and the Improvement Fund shall be closed.

3.7 **Costs of Issuance Fund.** The Fiscal Agent shall establish and maintain a separate fund to be held by the Fiscal Agent known as the "Costs of Issuance Fund" into which shall be deposited the amounts set forth in Section 3.2(b) above or as required by a Supplemental Agreement. The moneys in the Costs of Issuance Fund shall be used to pay Costs of Issuance from time to time upon receipt of an Officer's Certificate of the District. On the date which is one hundred eighty (180) days following the Closing Date, or upon the earlier receipt by the Fiscal Agent of a written request of the District stating that all costs of Issuance have been paid, the Fiscal Agent shall transfer all remaining amounts in the Costs of Issuance Fund to the Improvement Fund, and the Costs of Issuance shall be closed.

3.8 **Surplus Fund.**

(a) Establishment of Surplus Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the "Surplus Fund," to the credit of which a deposit shall be made as required by Section 3.4(d) hereof. The moneys in the Surplus Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the District Bonds and Additional Bonds, and shall be disbursed as provided below.

(i) The Fiscal Agent shall transfer to the appropriate accounts within the Bond Fund to pay debt service on the Bonds to the extent Special Taxes are insufficient for such purpose.

(ii) The Fiscal Agent shall transfer from any amounts in the Surplus Fund to the Fiscal Agent to assist in replenishment of the Reserve Account hereunder.

(iii) The Fiscal Agent shall transfer amounts to the Administrative Expense Fund in an amount determined by the District to pay Administrative Expenses to the extent amounts in the Administrative Expense Fund are insufficient therefore.

(iv) The Fiscal Agent shall transfer amounts in the Surplus Fund to the Pay-Go Fund as provided in Section 3.10 below.

(v) After the Pay-Go Fund has been closed in accordance with Section 3.10 below, upon the written direction of the District, the Fiscal Agent shall transfer all remaining amounts in the Surplus Fund to the Special Mandatory Redemption

Account of the Redemption Fund for redemption of the District Bonds on the next redemption date for which notice of redemption can be timely given, unless the Fiscal Agent has received written direction from the District to expend such remaining funds held in the Surplus Fund for any lawful purposes of the District including, but not limited to, paying costs of public capital improvements or reducing the Special Taxes which are to be levied in the current or the succeeding Fiscal Year upon the properties which are subject to the Special Tax.

(b) Investment. Moneys in the Surplus Fund shall be invested and deposited in accordance with Section 6.1. Interest earnings and profits resulting from said investment shall be retained in the Surplus Fund to be used for the purposes of such fund.

3.9 **Redemption Fund.**

(a) Establishment of the Redemption Fund. There is hereby established as a separate fund to be held by the Fiscal Agent, the "Redemption Fund" (in which there shall be established and created an "Optional Redemption Account" and a Special Mandatory Redemption Account), to the credit of which the District or the City, on behalf of the District, shall deposit, immediately upon receipt, all Redemption Revenues received by the District or the City on behalf of the District. Moneys in the Redemption Fund shall be held in trust by the Fiscal Agent for the benefit of the District and the Owners of the Bonds and Additional Bonds, shall be disbursed as provided below and, pending any disbursement, shall be subject to a lien in favor of the Owners of the Bonds and Additional Bonds.

(b) Disbursement.

(i) All prepayments of Special Taxes and amounts transferred from the Surplus Fund for the redemption of Bonds and Additional Bonds shall be deposited in the Special Mandatory Redemption Account to be used to redeem Bonds and Additional Bonds on the next date for which notice of redemption can timely be given.

(ii) All optional redemption proceeds, if any shall be deposited in the Optional Redemption Account to be used to redeem Bonds and Additional Bonds on the next date for which notice of redemption can timely be given.

(c) Investment. Moneys in the Redemption Fund shall be invested and deposited in accordance with Section 6.1. Interest earnings and profits resulting from said investment shall be retained in the Redemption Fund to be used for the purposes of such fund.

3.10 **Pay Go Fund.** The Fiscal Agent shall establish and maintain a separate fund to be held by the Fiscal Agent known as the "Pay-Go Fund". The Pay-Go Fund shall be maintained separately from the Improvement Fund, the City Facilities Account, the EMWD Facilities Account and all other accounts, if any, within the Improvement Fund. Amounts held in the Pay-Go Fund shall not be commingled with Bond proceeds or

other amounts held in the Improvement Fund, except for purposes of investment in accordance with this Agreement, and the Fiscal Agent shall separately account for all deposits to and disbursements from the Pay-Go Fund.

(a) On September 15, 2027, and continuing each September 15 thereafter until the earlier of (i) the date of the issuance of the Second Series of Bonds, or (ii) September 15, 2033, the Fiscal Agent shall transfer from the Surplus Fund to the Pay-Go Fund all amounts then on deposit in the Surplus Fund and available for transfer under this Agreement. For avoidance of doubt, any amounts in the Surplus Fund on the date of the closing of the Second Series of Bonds shall be transferred to the Pay-Go Fund in connection with the closing.

(b) Amounts deposited in the Pay-Go Fund shall be used solely to reimburse the Developer for the unreimbursed portion of the Crossing Project Fee Advance described in the Acquisition Agreement, or such other authorized fee in connection with an allowed modification pursuant to the Acquisition Agreement.

(c) Subject to subsection (d) below, the Fiscal Agent shall disburse amounts from the Pay-Go Fund to the Developer upon receipt of a properly completed requisition from the Developer and Officer Certificate from the City in the form of the Disbursement Request and Officer Certificate attached as Exhibit C hereto. Amounts in the Pay-Go Fund shall at all times remain subject to the District's prior right to apply such amounts as provided in subsection (d).

(d) Notwithstanding anything herein or in the Acquisition Agreement to the contrary, no amount shall be disbursed from the Pay-Go Fund to the Developer if, at the time a Disbursement Request is submitted or is proposed to be paid, (i) any Special Taxes within the District are delinquent, or (ii) the City or the District reasonably determines that Special Tax delinquencies are expected to occur or that amounts otherwise available to pay Debt Service on the Bonds or Additional Bonds may be insufficient as a result of actual or reasonably anticipated Special Tax delinquencies.

At any time while amounts remain on deposit in the Pay-Go Fund, the City or the District may, but is not required to, direct the Fiscal Agent, by Officer's Certificate, to transfer all or any portion of the amounts then on deposit in the Pay-Go Fund to the Special Tax Fund, the Bond Fund, the Reserve Account or such other fund or account established hereunder as the City or the District determines is necessary or appropriate to pay or provide for Debt Service, replenish the Reserve Account, or otherwise address actual or reasonably anticipated Special Tax delinquencies within the District. Upon receipt of such Officer's Certificate, the Fiscal Agent shall make the transfer specified therein without the consent of the Developer.

Any amounts so transferred from the Pay-Go Fund shall cease to be available for reimbursement of the Developer unless and until the City or the District subsequently determines that such amounts are no longer required for such purposes and directs that such amounts be returned to the Pay-Go Fund. The Developer shall have no

vested right to any amount deposited in the Pay-Go Fund unless and until such amount has been disbursed to the Developer pursuant to subsection (c).

Notwithstanding that amounts in the Pay-Go Fund are not pledged to the payment of the Bonds or Additional Bonds and are not subject to any lien in favor of the Owners, the City or the District may, but is not required to, at any time prior to disbursement to the Developer, direct the Fiscal Agent to transfer all or any portion of the amounts then on deposit in the Pay-Go Fund to the Special Tax Fund, the Bond Fund, the Reserve Account or such other fund or account as the City or the District determines is necessary or appropriate to address actual or reasonably anticipated Special Tax delinquencies or a resulting insufficiency in amounts available to pay Debt Service. The authority granted by this subsection is a contractual right of the City and the District and shall not create any pledge of, lien upon, or enforceable right of any Owner with respect to amounts held in the Pay-Go Fund prior to such transfer.

(e) Unless otherwise allowed by the City pursuant to the terms of the Acquisition Agreement, the Pay-Go Fund shall only remain in existence until the Surplus Funds deposited in the Pay-Go Account in connection with issuance of the Second Series of Bonds have been disbursed to the Developer pursuant to its final Disbursement Request seeking reimbursement from the Pay-Go Account. Immediately after the issuance of the Second Series Bonds:

(i) except for the Surplus Funds transferred to the Pay-Go Fund in connection with the closing of the Second Series of Bonds, no additional amounts shall be transferred from the Surplus Fund to the Pay-Go Fund;

(ii) the Fiscal Agent shall retain moneys in the Pay-Go Fund any amount necessary to pay Disbursement Requests approved before or concurrently with the issuance of the Second Series of Bonds;

(iii) after payment of all such approved Disbursement Requests, the Fiscal Agent shall transfer any remaining balance in the Pay-Go Fund, if any, to the Surplus Fund or as directed in writing by an Authorized Officer of the City; and

(iv) Upon completion of the transfers and payments described above, the Pay-Go Fund shall be closed.

ARTICLE IV
SPECIAL TAX REVENUES; BOND FUND

4.1 **Pledge of Special Tax Revenues**. The Bonds and Additional Bonds shall be secured by a first pledge (which pledge shall be effected in the manner and to the extent herein provided) of all of the Special Tax Revenues and Redemption Revenues and all moneys deposited in the Bond Fund and, until disbursed, as provided herein, in the Special Tax Fund, the Redemption Fund and the Surplus Fund. The Special Tax Revenues and all moneys deposited into said funds (except as otherwise provided herein) are hereby dedicated to the payment of the principal of, and interest and any premium on the Bonds and Additional Bonds as provided herein and in the Act until all of the Bonds

and Additional Bonds have been paid and retired, cancelled or until moneys or Federal Securities have been set aside irrevocably for that purpose in accordance with Section 10.3.

Amounts in the Administrative Expense Fund, the Improvement Fund, the Costs of Issuance Fund and the Pay-Go Fund are not pledged to the repayment of the Bonds and/or Additional Bonds and shall not have any lien in favor of the Owners of the Bonds**.** The Facilities financed or refinanced with the proceeds of the Bonds and Additional Bonds are not in any way pledged to pay the Debt Service on the Bonds and Additional Bonds. Any proceeds of condemnation or destruction of any Facilities financed or refinanced with the proceeds of the Bonds and Additional Bonds are not pledged to pay the Debt Service on the Bonds and Additional Bonds and are free and clear of any lien or obligation imposed hereunder.

4.2 **Bond Fund**.

(a) Establishment of Bond Fund. There is hereby established as a separate fund to be held by the Fiscal Agent known as the "Bond Fund" (in which there shall be established and created an Interest Account and a Principal Account) to the credit of which deposits shall be made as required by Sections 3.4(b), 3.6, 3.8, and 3.9, and any other amounts required to be deposited therein by this Agreement, a Supplemental Agreement or the Act. Moneys in the Bond Fund shall be held in trust by the Fiscal Agent for the benefit of the Owners of the Bonds and Additional Bonds, shall be disbursed for the payment of the principal of (including mandatory sinking payments, if any) and interest on the Bonds and Additional Bonds as provided below, and, pending such disbursement, shall be subject to a lien in favor of the Owners of the Bonds and Additional Bonds.

(b) Disbursements. On each Interest Payment Date, the Fiscal Agent shall withdraw from the Principal Account and the Interest Account and pay to the Owners of the Bonds and Additional Bonds the principal of (including mandatory sinking payments) and interest due on the Bonds and Additional Bonds, respectively; provided that available amounts in the Principal Account and the Interest Account shall first be used to pay any past due installments of principal of (including mandatory sinking payments, if any) and interest on the Bonds and Additional Bonds, respectively. Notwithstanding the foregoing, amounts transferred to the Principal Account or the Interest Account from the Special Tax Fund constituting delinquent payments of Special Taxes pursuant to Section 3.4(b) hereof shall immediately be paid to the Owners of the Bonds and Additional Bonds in respect of past due payments on the Bonds and Additional Bonds.

Any installment of principal (including mandatory sinking payments, if any) or interest on the Bonds and Additional Bonds which is not paid when due shall accrue interest at the rate of interest on the Bonds and Additional Bonds until paid, and shall be paid whenever funds in the Bond Fund are sufficient therefor.

(c) Reserve Account. There is hereby established a separate account within the Bond Fund, designated as the "Reserve Account," to the credit of which a deposit shall be made as required by Section 3.2 hereof. The Reserve Account shall be funded and maintained at the Reserve Requirement. The Fiscal Agent shall establish separate subaccounts in the Reserve Account for the Bonds and the Additional Bonds to the extent the Additional Bonds are secured by a separate Reserve Requirement. In the event that the Fiscal Agent has actual knowledge that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Fiscal Agent shall promptly notify the District of such fact. Promptly upon receipt of any such notice, the District shall transfer to the Fiscal Agent an amount of available Special Tax Revenues sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. Amounts in the Reserve Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund, on any date which the principal of or interest on the Bonds becomes due and payable hereunder, in the event of any deficiency at any time in such fund, or at any time for the retirement of all the Bonds then Outstanding. So long as no Event of Default shall have occurred and be continuing, and subject to the next sentence, any amount in the Reserve Account in excess of the Reserve Requirement on the Business Day preceding each Interest Payment Date shall be withdrawn from the Reserve Account by the Fiscal Agent and deposited in the Bond Fund.

The District shall have the right at any time to direct the Fiscal Agent to release funds from the Reserve Account, in whole or in part, by tendering to the Fiscal Agent: (i) a Qualified Reserve Account Credit Instrument, and (ii) an opinion of Bond Counsel stating that neither the release of such funds nor the acceptance of such Qualified Reserve Account Credit Instrument will cause interest on the Bonds to become included in gross income for purposes of federal income taxation. Upon tender of such items to the Fiscal Agent, and upon delivery by the District to the Fiscal Agent of written calculation of the amount permitted to be released from the Reserve Account (upon which calculation the Fiscal Agent may conclusively rely), the Fiscal Agent shall transfer such funds from the Reserve Account to the District to be used for any lawful purposes. The Fiscal Agent shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall reasonably be required to maintain such Qualified Reserve Account Credit Instrument in full force and effect and as shall reasonably be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this subsection (c). Upon the expiration of any Qualified Reserve Account Credit Instrument, the District shall be obligated either (i) to replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) to deposit or cause to be deposited with the Fiscal Agent an amount of funds equal to the Reserve Requirement, to be derived from the first available Special Tax Revenues and/or other revenues.

The Reserve Account may be maintained in the form of one or more separate sub-accounts which are established for the purpose of holding the proceeds of separate issues of the Bonds in conformity with applicable provisions of the Code.

(d) Investment. Moneys in the Bond Fund shall be invested and deposited in accordance with Section 6.1 hereof. Interest earnings and profits resulting from the investment and deposit of amounts in the Bond Fund shall be retained in the Bond Fund.

ARTICLE V
OTHER COVENANTS OF THE DISTRICT

5.1 **Punctual Payment**. The District shall punctually pay or cause to be paid the principal of, and interest and any premium on, the Bonds and Additional Bonds when and as due in strict conformity with the terms of this Agreement and any Supplemental Agreement, and it will faithfully observe and perform all of the conditions, covenants and requirements of this Agreement and all Supplemental Agreements and of the Bonds and Additional Bonds.

5.2 **Limited Obligation**. The Bonds and Additional Bonds are limited obligations of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts on deposit in the Bond Fund, the Special Tax Fund, the Redemption Fund, and the Surplus Fund, created hereunder, and do not constitute a debt or liability of the City, the State, or of any political subdivision thereof.

5.3 **Extension of Time for Payment**. In order to prevent any accumulation of claims for interest after maturity, the District shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and Additional Bonds and shall not, directly or indirectly, be a party to the approval of any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Agreement, except subject to the prior payment in full of the principal of all of the Bonds and Additional Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded. Nothing in this section shall be deemed to limit the right of the District to issue bonds for the purpose of refunding any Outstanding Bonds and Additional Bonds, and such issuance shall not be deemed to constitute an extension of maturity of the Bonds and Additional Bonds.

5.4 **Against Encumbrances**. The District will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues, or other amounts pledged to the Bonds and Additional Bonds superior to or on a parity with the pledge and lien herein created for the benefit of the Bonds and Additional Bonds, except as permitted by this Agreement.

5.5 **Books and Records**. The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District, in which complete and correct entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Administrative Expense Fund and the Special Tax Fund and relating to the Special Tax Revenues. Such books of record and accounts

shall at all times during business hours and upon reasonable prior notice be subject to the inspection of the Fiscal Agent (who shall have no duties to inspect) and the Owners of not less than ten percent (10%) of the principal amount of the Bonds and Additional Bonds then Outstanding, or their representatives duly authorized in writing.

The Fiscal Agent will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Fiscal Agent, in which accurate entries shall be made of all transactions relating to the expenditure of amounts disbursed from the Bond Fund and the Costs of Issuance Fund. Such books of record and accounts shall at all times during business hours and upon reasonable prior notice be subject to the inspection of the City, the District and the Owners of not less than ten percent (10%) of the principal amount of the Bonds and Additional Bonds then Outstanding, or their representatives duly authorized in writing.

5.6 **Protection of Security and Rights of Owners.** The District will preserve and protect the security of the Bonds and Additional Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds and Additional Bonds by the District, the Bonds and Additional Bonds shall be incontestable by the District. In furtherance of the foregoing, the District shall not approve any reduction of the Assigned Special Taxes as provided in the RMA which would prohibit the District from levying the Special Taxes in any Fiscal Year at a level that would generate Net Taxes at least equal to 110% of the annual debt service in that Fiscal Year for the Bonds and any Additional Bonds expected to be issued.

5.7 **Compliance with Law, Completion of Facilities**. The District and the City have complied with all applicable provisions of the Act and law in completing the acquisition and construction of the Facilities.

5.8 **Collection of Special Tax Revenues.** The District shall comply with all requirements of the Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

The Treasurer shall effect the levy of the Special Taxes each Fiscal Year on the parcels within the District in accordance with the RMA, such that the computation of the levy is complete before the final date on which the Auditor will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, the Treasurer shall prepare or cause to be prepared, and shall transmit to the Auditor, such data as the Auditor requires to include the levy of the Special Taxes on the next secured tax roll. The Special Taxes so levied shall be payable and be collected in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property, unless otherwise provided by the District.

In the event that the Treasurer determines to levy all or a portion of the Special Taxes by means of direct billing of the property owners of the parcels within the District, the Treasurer shall, not less than forty-five (45) days prior to each Interest Payment Date, send bills to the owners of such real property located within the District subject to the levy of the Special Taxes for Special Taxes in an aggregate amount necessary to meet the financial obligations of the District due on the next Interest Payment Date, said bills to specify that the amounts so levied shall be due and payable not less than thirty (30) days prior to such Interest Payment Date and shall be delinquent if not paid when due.

In any event, the Treasurer shall fix and levy the amount of Special Taxes within the District required (i) for the payment of principal of and interest on any Outstanding Bonds and Additional Bonds of the District becoming due and payable during the ensuing year (taking into consideration anticipated delinquencies), and (ii) to pay the Administrative Expenses during such year, all in accordance with the RMA and the Ordinance. The Special Taxes so levied shall not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The Treasurer is hereby authorized to employ consultants to assist in computing the levy of the Special Taxes hereunder and any reconciliation of amounts levied to amounts received. The fees and expenses of such consultants and the costs and expenses of the Treasurer (including a charge for City or District staff time) in conducting its duties hereunder shall be an Administrative Expense hereunder.

5.9 **Further Assurances.** The District shall adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Agreement, and for the better assuring and confirming unto the Owners of the rights and benefits provided in this Agreement.

5.10 **Tax Covenants**.

(a) Special Definitions. When used in this Section, the following terms have the following meanings:

"*Computation Date*" has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

"*Gross Proceeds*" means any proceeds as defined in section 1.148-1(b) of the Tax Regulations (referring to sales, investment and transferred proceeds), and any replacement proceeds as defined in section 1.148-1(c) of the Tax Regulations, of the Bonds.

"*Investment*" has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

"*Nonpurpose Investment*" means any investment property, as defined in section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and that is not acquired to carry out the governmental purposes of that series of Bonds.

"*Rebate Amount*" has the meaning set forth in section 1.148-1(b) of the Tax Regulations.

"*Tax Regulations*" means the United States Treasury Regulations promulgated pursuant to sections 103 and 141 through 150 of the Code, or section 103 of the 1954 Code, as applicable.

"*Yield*" of any Investment has the meaning set forth in section 1.148-5 of the Tax Regulations; and of any issue of governmental obligations has the meaning set forth in section 1.148-4 of the Tax Regulations.

(b) Not to Cause Interest to Become Taxable. The District covenants that it shall not use, and shall not permit the use of, and shall not omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction or improvement of which is to be financed directly or indirectly with Gross Proceeds) in a manner that if made or omitted, respectively, could cause the interest on any Bond to fail to be excluded pursuant to section 103(a) of the Code from the gross income of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the Fiscal Agent receives a written opinion of Bond Counsel to the effect that failure to comply with such covenant will not adversely affect such exclusion of the interest on any Bond from the gross income of the owner thereof for federal income tax purposes, the City shall comply with each of the specific covenants in this Section.

(c) Private Use and Private Payments. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Code and the Tax Regulations, the District shall take all actions necessary to assure that the District or another public agency at all times prior to the final cancellation of the last of the Bonds to be retired:

(i) exclusively owns, operates and possesses all property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds and not use or permit the use of such Gross Proceeds (including through any contractual arrangement with terms different than those applicable to the general public) or any property acquired, constructed or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) does not directly or indirectly impose or accept any charge or other payment by any person or entity (other than a state or local government) who is treated as using any Gross Proceeds of the Bonds or any property the acquisition, construction or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds.

(d) No Private Loan. Except as would not cause any Bond to become a "private activity bond" within the meaning of section 141 of the Code and the Tax

Regulations and rulings thereunder, the District shall not use or permit the use of Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be "loaned" to a person or entity if: (i) property acquired, constructed or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction that creates a debt for federal income tax purposes; (ii) capacity in or service from such property is committed to such person or entity under a take-or-pay, output or similar contract or arrangement; (iii) Gross Proceeds are used to make certain prepayments for goods or services; or (iv) indirect benefits of such Gross Proceeds, or burdens and benefits of ownership of any property acquired, constructed or improved with such Gross Proceeds, are otherwise transferred in a transaction that is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except as would not cause Bonds to become "arbitrage bonds" within the meaning of section 148 of the Code and the Tax Regulations and rulings thereunder, the District shall not (and shall not permit any person to), at any time prior to the final cancellation of the last Bond to be retired, directly or indirectly invest Gross Proceeds in any Investment, if as a result of such investment the Yield of any Investment acquired with Gross Proceeds, whether then held or previously disposed of, would materially exceed the Yield of the Bonds within the meaning of said section 148.

(f) Not Federally Guaranteed. The District shall not take or omit to take (and shall not permit any person to take or omit to take) any action that would cause any Bond to be "federally guaranteed" within the meaning of section 149(b) of the Code and the Tax Regulations and rulings thereunder.

(g) Information Report. The District shall timely file any information required by section 149(e) of the Code with respect to Bonds with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in section 148(f) of the Code and the Tax Regulations:

(i) The District shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six years after the day on which the last Bond is discharged. However, to the extent permitted by law, the District may commingle (and may allow the City to commingle) Gross Proceeds of Bonds with its other moneys, provided that it separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith in accordance with section 1.148-6(e) of the Tax Regulations.

(ii) Not less frequently than each Computation Date, the District shall calculate the Rebate Amount in accordance with rules set forth in section

148(f) of the Code and the Tax Regulations and rulings thereunder. The District shall maintain a copy of the calculation with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) In order to assure the excludability pursuant to section 103(a) of the Code of the interest on the Bonds from the gross income of the owners thereof for federal income tax purposes, the District shall pay to the United States the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of the Final Computation Date as defined in section 1.148-3(e)(2) of the Tax Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, such rebate payments shall be made by the District at the times and in the amounts as are or may be required by section 148(f) of the Code and the Tax Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other, forms and information as is or may be required by section 148(f) of the Code and the Tax Regulations and rulings thereunder for execution and filing by the District.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by section 148 of the Code and the Tax Regulations and rulings thereunder, the District shall not and shall not permit any person to, at any time prior to the final cancellation of the last of the Bonds to be retired, enter into any transaction that reduces the Rebate Amount because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yields on the Bonds not been relevant to either party.

(j) Bonds Not Hedge Bonds.

(i) The District represents that none of the Bonds is or will cause the Bonds to become a "hedge bond" within the meaning of section 149(g) of the Code.

(ii) Without limitation of paragraph (i) above: the District believes (upon appropriate investigation) (A) that on the date of issuance of the Bonds the District reasonably expected that at least 85% of the spendable proceeds of the Bonds will be expended within the three-year period commencing on such date of issuance, and (B) no more than 50% of the proceeds of the Bonds will be invested in Nonpurpose Investments having a substantially guaranteed yield for a period of four years or more.

(k) Elections. The District hereby directs and authorizes any Authorized Officer to make elections permitted or required pursuant to the provisions of the Code or the Tax Regulations, as such Representative (after consultation with Bond Counsel) deems necessary or appropriate in connection with the Bonds and the Bonds, in the Tax Certificate or similar or other appropriate certificate, form or document.

(l) Closing Certificate. The District agrees to execute and deliver in connection with the issuance of the Bonds, a Tax Certificate, or similar document

containing additional representations and covenants pertaining to the exclusion of interest on the Bonds from the gross income of the owners thereof for federal income tax purposes, which representations and covenants are incorporated as though expressly set forth herein.

5.11 **Covenant to Foreclose**.

The District will review the public records of the County of Riverside, California, in connection with the collection of the Special Tax not later than July 31 of each year to determine the amount of Special Tax collected in the prior Fiscal Year; and with respect to individual delinquencies, the District will send or cause to be sent a notice of delinquency and a demand for immediate payment thereof to the property owner within 45 days of such determination, and if the District determines that any single property owner subject to the Special Tax is delinquent in the payment of Special Taxes in the aggregate of $50,000 or more delinquent in the payment of three consecutive installments of Special Tax or that the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes levied within the District, or if there has been a draw on the funds on deposit in the Reserve Account established hereunder, and if the delinquency remains uncured, the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of the notice to the property owner against all properties for which the Special Taxes remain delinquent. Prior to commencement of any judicial foreclosure proceedings, the District shall continue with its efforts to collect the delinquent Special Taxes by sending subsequent notice of delinquency and a demand for immediate payment thereof.

The City Attorney is hereby authorized to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel and costs and expenses of the City Attorney (including a charge for City or District staff time) in conducting foreclosure proceedings shall be an Administrative Expense hereunder.

Notwithstanding any provision of the Act or other law of the State to the contrary, in connection with any foreclosure related to delinquent Special Taxes:

(a) The City, on behalf of the District, or the Fiscal Agent, is hereby expressly authorized to credit bid at any foreclosure sale, without any requirement that funds be placed in the Bond Fund or otherwise be set aside in the amount so credit bid, in the amount specified in Section 53356.5 of the Act, or such less amount as determined under clause (b) below or otherwise under Section 53356.6 of the Act.

(b) The District may permit, in its sole and absolute discretion, property with delinquent Special Tax payments to be sold for less than the amount specified in Section 53356.5 of the Act, if it determines that such sale is in the interest of the Bond Owners. The Bond Owners, by their acceptance of the Bonds and Additional Bonds, hereby consent to such sale for such lesser amounts (as such consent is described in Section 53356.6 of the Act), and hereby release the District and the City, and their respective officers and agents from any liability in connection therewith.

(c) The District is hereby expressly authorized to use amounts in the Special Tax Fund to pay costs of foreclosure of delinquent Special Taxes.

(d) The District may forgive all or any portion of the Special Taxes levied or to be levied on any parcel in the District, so long as the District determines that such forgiveness is not expected to adversely affect its obligation to pay principal of and interest on the Bonds and Additional Bonds under Section 3.4(b) hereof.

5.12 **Annual Reports to CDIAC**. Not later than October 30 of each year, commencing October 30, 2028 and until the October 30 following the final maturity of the Bonds and Additional Bonds, the Treasurer shall supply the information required by Section 53359.5(b) or (c) of the Act to CDIAC (on such forms as CDIAC may specify) and the District. The District will on or prior to January 31, 2026, and each January 31, thereafter, submit an annual debt transparency report to CDIAC as required by Government Section 8555(k) in the form provided by CDIAC.

5.13 **Continuing Disclosure.** In addition to its obligations under Section 5.12, the District hereby covenants and agrees to carry out all of its obligations under the Continuing Disclosure Agreement relating to the Bonds. Notwithstanding any other provision of this Agreement, failure of the District to comply with the Continuing Disclosure Agreement(s) shall not be considered a default hereunder; however, any Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate to compel performance by the District of its obligations under this Section 5.12, including seeking mandate or specific performance by court order.

ARTICLE VI
INVESTMENTS; DISPOSITION OF INVESTMENT PROCEEDS; LIABILITY OF THE DISTRICT

6.1 **Deposit and Investment of Moneys in Funds.** Moneys in any fund or account created or established by this Agreement and held by the Fiscal Agent shall be invested by the Fiscal Agent in Permitted Investments, as directed pursuant to an Officer's Certificate filed with the Fiscal Agent at least two (2) Business Days, in advance of the making of such investments. In the absence of any such Officer's Certificate, the Fiscal Agent shall invest any such moneys in Permitted Investments described in clause (d) of the definition thereof to the extent practicable which by their terms mature prior to the date on which such moneys are required to be paid out hereunder, or are held uninvested. The Treasurer shall make note of any investment of funds hereunder in excess of the yield on the Bonds or Additional Bonds, as applicable, so that appropriate actions can be taken to assure compliance with Section 5.10 hereof.

Moneys in any fund or account created or established by this Agreement and held by the Treasurer shall be invested by the Treasurer in Permitted Investments, which in any event by their terms mature prior to the date on which such moneys are required to be paid out hereunder. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account, subject, however, to the requirements of

this Agreement for transfer of interest earnings and profits resulting from investment of amounts in funds and accounts. Whenever in this Agreement any moneys are required to be transferred by the District to the Fiscal Agent, such transfer may be accomplished by transferring a like amount of Permitted Investments.

The Fiscal Agent or an affiliate or the Treasurer may act as principal or agent in the acquisition or disposition of any investment and shall be entitled to its customary fee therefor. Neither the Fiscal Agent nor the Treasurer shall incur any liability for losses arising from any investments made pursuant to this Section. For purposes of determining the amount on deposit in any fund or account held hereunder, all Permitted Investments or investments credited to such fund or account shall be valued at the cost thereof (excluding accrued interest and brokerage commissions, if any).

Except as otherwise provided in the next sentence, all investments of amounts deposited in any fund, or account created by or pursuant to this Agreement, or otherwise containing gross proceeds of the Bonds (within the meaning of section 148 of the Code) shall be acquired, disposed of, and valued (as of the date that valuation is required by this Agreement or the Code) at Fair Market Value. Notwithstanding the previous sentence, investments in funds or accounts (or portions thereof) that are subject to a yield restriction under the applicable provisions of the Code shall be valued at their present value (within the meaning of section 148 of the Code). The Fiscal Agent shall not be liable for verification of the application of such sections of the Code.

Investments in any and all funds and accounts may be commingled in a separate fund or funds for purposes of making, holding and disposing of investments, notwithstanding provisions herein for transfer to or holding in or to the credit of particular funds or accounts of amounts received or held by the Fiscal Agent or the Treasurer hereunder, provided that the Fiscal Agent or the Treasurer, as applicable, shall at all times account for such investments strictly in accordance with the funds and accounts to which they are credited and otherwise as provided in this Agreement.

The Fiscal Agent or the Treasurer, as applicable, shall sell at the highest price reasonably obtainable, or present for redemption, any investment security whenever it shall be necessary to provide moneys to meet any required payment, transfer, withdrawal or disbursement from the fund or account to which such investment security is credited and neither the Fiscal Agent nor the Treasurer shall be liable or responsible for any loss resulting from the acquisition or disposition of such investment security in accordance herewith.

6.2 **Limited Obligation**. The District's obligations hereunder are limited obligations of the District and are payable solely from and secured solely by the Special Tax Revenues and the amounts in the Special Tax Fund and the Bond Fund.

6.3 **Liability of District**. The District shall not incur any responsibility in respect of the Bonds and Additional Bonds or this Agreement other than in connection with the duties or obligations explicitly herein or in the Bonds and Additional Bonds assigned to or imposed upon it. The District shall not be liable in connection with the

performance of its duties hereunder, except for its own negligence or willful default. The District shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the Fiscal Agent herein or of any of the documents executed by the Fiscal Agent in connection with the Bonds and Additional Bonds, or as to the existence of a default or event of default thereunder.

In the absence of bad faith, the District, including the Treasurer, may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the District and conforming to the requirements of this Agreement. The District, including the Treasurer, shall not be liable for any error of judgment made in good faith unless it shall be proved that it was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the City or District to expend or risk its own general funds or otherwise incur any financial liability (other than with respect to the Special Tax Revenues) in the performance of any of its obligations hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The District may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The District may consult with counsel, who may be the City Attorney, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The District shall not be bound to recognize any person as the Owner of a Bond or Additional Bond unless and until such Bond or Additional Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the District shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the District, be deemed to be conclusively proved and established by a certificate of the Fiscal Agent, and such certificate shall be full warranty to the District for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the District may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

6.4 **Employment of Agents by District or the City**. In order to perform their respective duties and obligations hereunder, the City, the District and/or the Treasurer may employ such persons or entities as they deem necessary or advisable. The City, the District and/or the Treasurer shall not be liable for any of the acts or omissions of such

persons or entities employed by them in good faith hereunder, and shall be entitled to rely, and shall be fully protected in doing so, upon the opinions, calculations, determinations and directions of such persons or entities.

ARTICLE VII
EVENTS OF DEFAULT AND REMEDIES OF BOND OWNERS

7.1 **Events of Default**. The following events shall be Events of Default:

(a) Failure to pay any installment of principal of any Bonds when and as the same shall become due and payable whether at maturity as therein expressed, by proceedings for redemption or otherwise.

(b) Failure to pay any installment of interest on any Bonds when and as the same shall become due and payable.

(c) Failure by the District to observe and perform any of the other covenants, agreements or conditions on its part in this Agreement or in the Bonds contained, if such failure shall have continued for a period of 60 days after written notice thereof, specifying such failure and requiring the same to be remedied, shall have been given to the District by the Fiscal Agent or the Owners of not less than 25% in aggregate principal amount of the Bonds at the time Outstanding; *provided, however*, if in the reasonable opinion of the District the failure stated in the notice can be corrected, but not within such 60 day period, such failure shall not constitute an Event of Default if corrective action is instituted by the District within such 60 day period and the District shall thereafter diligently and in good faith cure such failure in a reasonable period of time.

(d) Commencement by the District of a voluntary case under Title 11 or other provision of the United States Code or any substitute or successor statute.

7.2 **Remedies of Bond Owners**. Subject to the provisions of Section 7.8, any Bond Owner shall have the right, for the equal benefit and protection of all Bond Owners similarly situated:

(a) by mandamus, suit, action or proceeding, to compel the District and its officers, agents, or employees to perform each and every term, provision and covenant contained in this Agreement and in the Bonds and Additional Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it by the Act;

(b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Bond Owners' rights; or

(c) upon the happening of any Event of Default, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its officers and employees to account as if it and they were the trustees of an express trust.

7.3 **Application of Special Taxes and Other Funds After Default.** If an Event of Default shall occur and be continuing, all Special Taxes, including any penalties, costs, fees and other charges accruing under, the Act, and any other funds then held or thereafter received by the Fiscal Agent under any of the provisions of this Agreement shall be applied by the Fiscal Agent as follows and in the following order:

(a) To the payment of any expenses necessary in the opinion of the Fiscal Agent to protect the interest of the Owners of the Bonds and Additional Bonds, and payment of reasonable fees, charges and expenses of the Fiscal Agent (including reasonable fees and disbursements of its counsel) incurred in and about the performance of its powers and duties under this Agreement;

(b) To the payment of the principal of and interest then due with respect to the Bonds and Additional Bonds (upon presentation of the Bonds and Additional Bonds to be paid, and stamping thereon of the payment if only partially paid, or surrender thereof if fully paid) subject to the provisions of this Agreement, as follows:

First: To the payment to the Persons entitled thereto of all installments of interest then due in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the Persons entitled thereto of the unpaid principal of any Bonds and Additional Bonds which shall have become due, whether at maturity or by call for redemption, with interest on the overdue principal at the rate borne by the respective Bonds and Additional Bonds on the date of maturity or redemption, and, if the amount available shall not be sufficient to pay in full all the Bonds and Additional Bonds, together with such interest, then to the payment thereof ratably, according to the amounts of principal due on such date to the Persons entitled thereto, without any discrimination or preference.

(c) Any remaining funds shall be transferred by the Fiscal Agent to the Bond Fund.

7.4 **Absolute Obligation of the District.** Nothing in Section 7.7 or in any other provision of this Agreement or in the Bonds and Additional Bonds contained shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds and Additional Bonds to the respective Owners of the Bonds and Additional Bonds at their respective dates of maturity, or upon call for redemption, as herein provided, but only out of the Special Taxes and other moneys herein pledged therefor and received by the District or the Fiscal Agent, or affect or impair, the right of such Owners, which is also absolute and unconditional, to enforce such payment by virtue of the contract embodied in the Bonds and Additional Bonds.

7.5 **Termination of Proceedings.** In case any proceedings taken by any one or more Bond Owners on account of any Event of Default shall have been discontinued

or abandoned for any reason or shall have been determined adversely to the Bond Owners, then in every such case the District, and the Bond Owners, subject to any determination in such proceedings, shall be restored to their former positions and rights hereunder, severally and respectively, and all rights, remedies, powers and duties of the City, and the Bond Owners shall continue as though no such proceedings had been taken.

7.6 **Remedies Not Exclusive.** No remedy herein conferred upon or reserved to the Fiscal Agent or to the Owners of the Bonds and Additional Bonds is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

7.7 **No Waiver of Default.** No delay or omission of any Owner of the Bonds and Additional Bonds to exercise any right or power arising upon the occurrence of any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein; and every power and remedy given by this Agreement to the Owners of the Bonds and Additional Bonds may be exercised from time to time and as often as may be deemed expedient.

7.8 **Actions by Fiscal Agent as Attorney-in-Fact.** Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy hereunder may be brought by the Fiscal Agent for the equal benefit and protection of all Owners, and the Fiscal Agent is hereby appointed (and the successive respective Owners of the Bonds and Additional Bonds, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the Owners for the purpose of bringing any such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the Owners as a class or classes, as may be necessary or advisable in the opinion of the Fiscal Agent as such attorney-in-fact.

ARTICLE VIII
THE FISCAL AGENT

8.1 **Appointment of Fiscal Agent**. U.S. Bank Trust Company, National Association, is hereby appointed Fiscal Agent and paying agent for the Bonds and Additional Bonds. The Fiscal Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Fiscal Agent.

Any company into which the Fiscal Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Fiscal Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under the following paragraph of this Section, shall be the successor to such Fiscal Agent without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

So long as there is no Event of Default hereunder, the District may remove the Fiscal Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company having a combined capital (exclusive of borrowed capital) and surplus of at least Fifty Million Dollars ($50,000,000), and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 8.1, combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Fiscal Agent may at any time resign by giving written notice to the District and by giving to the Owners notice by mail of such resignation. Upon receiving notice of such resignation, the District shall promptly appoint a successor Fiscal Agent by an instrument in writing. Any resignation or removal of the Fiscal Agent shall become effective upon acceptance of appointment by the successor Fiscal Agent.

If no appointment of a successor Fiscal Agent shall be made pursuant to the foregoing provisions of this Section 8.1 within forty-five (45) days after the Fiscal Agent shall have given to the District written notice or after a vacancy in the office of the Fiscal Agent shall have occurred by reason of its inability to act, the Fiscal Agent or any Bond Owner may apply to any court of competent jurisdiction to appoint a successor Fiscal Agent. Said court may thereupon, after such notice, if any, as such court may deem proper, appoint a successor Fiscal Agent.

If, by reason of the judgment of any court, the Fiscal Agent is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Fiscal Agent hereunder shall be assumed by and vest in the Treasurer of the City in trust for the benefit of the Owners. The District covenants for the direct benefit of the Owners that the Treasurer in such case shall be vested with all of the rights and powers of the Fiscal Agent hereunder, and shall assume all of the responsibilities and perform all of the duties of the Fiscal Agent hereunder, in trust for the benefit of the Owners of the Bonds and Additional Bonds.

8.2 **Liability of Fiscal Agent.** The recitals of facts, covenants and agreements herein and in the Bonds and Additional Bonds contained shall be taken as statements, covenants and agreements of the District, and the Fiscal Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Agreement or of the Bonds and Additional Bonds, nor shall incur any responsibility in respect thereof, other than in connection with the duties or obligations herein or in the Bonds and Additional Bonds assigned to or imposed upon it. The Fiscal Agent shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or willful default. The Fiscal Agent assumes no responsibility or liability for any information, statement or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds and Additional Bonds.

In the absence of bad faith, the Fiscal Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Fiscal Agent and conforming to the procedural requirements of this Agreement; but in the case of any such certificates or opinions by which any provision hereof are specifically required to be furnished to the Fiscal Agent, the Fiscal Agent shall be under a duty to examine the same to determine whether or not they conform to the procedural requirements of this Agreement. Except as provided above in this paragraph, the Fiscal Agent shall be protected and shall incur no liability in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of this Agreement, upon any resolution, order, notice, request, consent or waiver, certificate, statement, affidavit, or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper person or to have been prepared and furnished pursuant to any provision of this Agreement, and the Fiscal Agent shall not be under any duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument.

The Fiscal Agent shall not be bound to ascertain or inquire as to the performance or observance of any of the terms, conditions, covenants or agreements of the City or the District herein or of any of the documents executed by the City or the District in connection with the Bonds and Additional Bonds, or as to the existence of a default or event of default thereunder.

The Fiscal Agent shall not be liable for any error of judgment made in good faith by a responsible officer unless it shall be proved that the Fiscal Agent was negligent in ascertaining the pertinent facts.

No provision of this Agreement shall require the Fiscal Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Fiscal Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement at the request or direction of any of the Owners pursuant to this Agreement unless such Owners shall have offered to the Fiscal Agent reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

All indemnifications and releases from liability granted to the Fiscal Agent hereunder shall extend to the directors, officers and employees of the Fiscal Agent.

The Fiscal Agent shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party,

fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Fiscal Agent.

In no event shall the Fiscal Agent be responsible or liable for special, indirect, consequential, punitive or incidental loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Fiscal Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

The Fiscal Agent shall have the right to accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Agreement sent by Electronic Means (as hereinafter defined); provided, however, that the Fiscal Agent shall have received an incumbency certificate listing designated persons authorized to provide such instructions ("Authorized Officers"), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. As used in this paragraph, "Electronic Means" means a portable document format ("pdf") or other replicating image attached to an unsecured email, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Fiscal Agent), or another method or system specified by the Fiscal Agent as available for use in connection with its services hereunder. If the parties elects to give the Fiscal Agent instructions by Electronic Means and the Fiscal Agent in its discretion elects to act upon such instructions, the Fiscal Agent's understanding of such instructions shall be deemed controlling. The parties agrees that the Fiscal Agent cannot determine the identity of the actual sender of such instructions and that the Fiscal Agent shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Fiscal Agent have been sent by such Authorized Officer. The parties shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Fiscal Agent, and the parties and the Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Fiscal Agent, if any. The Fiscal Agent shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Fiscal Agent's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction delivered by other means. The parties agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction to the Fiscal Agent, including without limitation the risk of the Fiscal Agent acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Fiscal Agent and that there may be more secure methods of transmitting instructions than the use of Electronic Means; (iii) that the security procedures (if any) to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection

in light of its particular needs and circumstances; and (iv) that it will notify the Fiscal Agent immediately upon learning of any compromise or unauthorized use of the security procedures.

All notices, approvals, consents, requests and any communications to the Fiscal Agent hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Fiscal Agent). Electronic signatures believed by the Fiscal Agent to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. If the parties chooses to use electronic signatures to sign documents delivered to the Fiscal Agent, such parties agree to assume all risks arising out of its use of electronic signatures, including without limitation the risk of the Fiscal Agent acting on an unauthorized document and the risk of interception or misuse by third parties. Notwithstanding the foregoing, the Fiscal Agent may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Fiscal Agent in lieu of, or in addition to, any document signed via electronic signature.

8.3 **Information**. The Fiscal Agent shall provide to the District such information relating to the Bonds and Additional Bonds and the funds and accounts maintained by the Fiscal Agent hereunder as the District shall reasonably request, including but not limited to quarterly statements reporting funds held and transactions by the Fiscal Agent.

8.4 **Notice to Fiscal Agent.** The Fiscal Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, Bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Fiscal Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Fiscal Agent shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and his title thereto satisfactorily established, if disputed.

Whenever in the administration of its duties under this Agreement the Fiscal Agent shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of willful misconduct on the part of the Fiscal Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Fiscal Agent for any action taken or suffered under the provisions of this Agreement or any Supplemental Agreement upon the faith thereof, but in its discretion the Fiscal Agent may, in lieu

thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

8.5 **Compensation, Indemnification.** The District shall pay to the Fiscal Agent from time to time reasonable compensation for all services rendered as Fiscal Agent under this Agreement, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Agreement, but the Fiscal Agent shall not have a lien therefor on any funds at any time held by it under this Agreement. The District further agrees, to the extent permitted by applicable law, to indemnify and save the Fiscal Agent, its officers, employees, directors and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or willful misconduct. The obligation of the District under this Section shall survive resignation or removal of the Fiscal Agent under this Agreement and payment of the Bonds and Additional Bonds and discharge of this Agreement, but any monetary obligation of the District arising under this Section shall be limited solely to amounts on deposit in the Administrative Expense Fund.

ARTICLE IX
MODIFICATION OR AMENDMENT OF THIS AGREEMENT

9.1 **Amendments Permitted.** This Agreement and the rights and obligations of the District and of the Owners of the Bonds and Additional Bonds may be modified or amended at any time by a Supplemental Agreement pursuant to the affirmative vote, at a meeting of Owners, or with the written consent without a meeting, of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds and Additional Bonds then Outstanding, exclusive of Bonds and Additional Bonds disqualified as provided in Section 9.4. No such modification or amendment shall (i) extend the maturity of any Bond or reduce the interest rate thereon, or otherwise alter or impair the obligation of the District to pay the principal of, and the interest and any premium on, any Bond, without the express consent of the Owner of such Bond, or (ii) permit the creation by the District of any pledge or lien upon the Special Taxes superior to or on a parity with the pledge and lien created for the benefit of the Bonds and Additional Bonds (except as otherwise permitted by the Act, the laws of the State of California or this Agreement), or (iii) reduce the percentage of Bonds and Additional Bonds required for the amendment hereof. Any such amendment may not modify any of the rights or obligations of the Fiscal Agent without its written consent.

This Agreement and the rights and obligations of the District and of the Owners may also be modified or amended at any time by a Supplemental Agreement, without the consent of any Owners, only to the extent permitted by law and only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the District in this Agreement contained, other covenants and agreements thereafter to be observed, or to limit or surrender any right or power herein reserved to or conferred upon the District;

(b) to make modifications not adversely affecting any Outstanding Bonds and Additional Bonds of the District in any material respect;

(c) to make such provisions for the purpose of curing any ambiguity, inconsistency or omission of curing, correcting or supplementing any defective provision contained in this Agreement, or in regard to questions arising under this Agreement, as the District and the Fiscal Agent may deem necessary or desirable and not inconsistent with this Agreement, and which shall not adversely affect the rights of the Owners of the Bonds and Additional Bonds in any material respect;

(d) to make such additions, deletions or modifications as may be necessary or desirable to assure the exclusion from gross income for federal income tax purposes of interest on the Bonds or Additional Bonds, as applicable; or

(e) to provide for the issuance of Additional Bonds in accordance with the provisions of this Agreement.

9.2 **Owners' Meetings.** The District may at any time call a meeting of the Owners. In such event the District is authorized to fix the time and place of said meeting and to provide for the giving of notice thereof, and to fix and adopt rules and regulations for the conduct of said meeting.

9.3 **Procedure for Amendment with Written Consent of Owners.** The District and the Fiscal Agent may at any time adopt a Supplemental Agreement amending the provisions of the Bonds and Additional Bonds or of this Agreement or any Supplemental Agreement, to the extent that such amendment is permitted by Section 9.1, to take effect when and as provided in this Section. A copy of such Supplemental Agreement, together with a request to Owners for their consent thereto, shall be mailed by first class mail by the Fiscal Agent to each Owner of Bonds and Additional Bonds Outstanding, but failure to mail copies of such Supplemental Agreement and request shall not affect the validity of the Supplemental Agreement when assented to as in this Section provided.

Such Supplemental Agreement shall not become effective unless there shall be filed with the Fiscal Agent the written consents of the Owners of at least sixty percent (60%) in aggregate principal amount of the Bonds and Additional Bonds then Outstanding (exclusive of Bonds and Additional Bonds disqualified as provided in Section 9.4) and a notice shall have been mailed as hereinafter in this Section provided. Each such consent shall be effective only if accompanied by proof of ownership of the Bonds and Additional Bonds for which such consent is given, which proof shall be such as is permitted by Section 10.4. Any such consent shall be binding upon the Owner of the Bonds and Additional Bonds giving such consent and on any subsequent Owner (whether or not such subsequent Owner has notice thereof) unless such consent is revoked in writing by the Owner giving such consent or a subsequent Owner by filing such revocation with the Fiscal Agent prior to the date when the notice hereinafter in this Section provided for has been mailed.

After the Owners of the required percentage of Bonds and Additional Bonds shall have filed their consents to the Supplemental Agreement, the District shall mail a notice to the Owners in the manner hereinbefore provided in this Section for the mailing of the Supplemental Agreement, stating in substance that the Supplemental Agreement has been consented to by the Owners of the required percentage of Bonds and Additional Bonds and will be effective as provided in this Section (but failure to mail, copies of said notice shall not affect the validity of the Supplemental Agreement or consents thereto). Proof of the mailing of such notice shall be filed with the Fiscal Agent. A record, consisting of the papers required by this Section 9.3 to be filed with the Fiscal Agent, shall be proof of the matters therein stated until the contrary is proved. The Supplemental Agreement shall become effective upon the filing with the Fiscal Agent of the proof of mailing of such notice, and the Supplemental Agreement shall be deemed conclusively binding (except as otherwise hereinabove specifically provided in this Article) upon the District and the Owners of all Bonds and Additional Bonds at the expiration of sixty (60) days after such filing, except in the event of a final decree of a court of competent, jurisdiction setting aside such consent in a legal action or equitable proceeding for such purpose commenced within such sixty-day period.

9.4 **Disqualified Bonds and Additional Bonds.** Bonds and Additional Bonds owned or held for the account of the City or the District, excepting any pension or retirement fund, shall not be deemed Outstanding for the purpose of any vote, consent or other action or any calculation of Outstanding Bonds and Additional Bonds provided for in this Article IX, and shall not be entitled to vote upon, consent to, or take any other action provided for in this Article IX.

9.5 **Effect of Supplemental Agreement.** From and after the time any Supplemental Agreement becomes effective pursuant to this Article IX, this Agreement shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations under this Agreement of the District and all Owners of Bonds and Additional Bonds Outstanding shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modifications and amendments, and all the terms and conditions of any such Supplemental Agreement shall be deemed to be part of the terms and conditions of this Agreement for any and all purposes.

9.6 **Endorsement or Replacement of Bonds and Additional Bonds Issued After Amendments.** The District may determine that Bonds and Additional Bonds issued and delivered after the effective date of any action taken as provided in this Article IX shall bear a notation, by endorsement or otherwise, in form approved by the District, as to such action. In that case, upon demand of the Owner of any Bond or Additional Bond Outstanding at such effective date and presentation of his Bond or Additional Bond for that purpose at the Corporate Trust Office of the Fiscal Agent or at such other office as the District may select and designate for that purpose, a suitable notation shall be made on such Bond or Additional Bond. The District may determine that new Bonds and Additional Bonds, so modified as in the opinion of the District is necessary to conform to such Owners' action, shall be prepared, executed and delivered. In that case, upon demand of the Owner of any Bonds and Additional Bonds then Outstanding, such new Bonds and Additional Bonds shall be exchanged at the Corporate Trust Office of the

Fiscal Agent without cost to any Owner, for Bonds and Additional Bonds then Outstanding, upon surrender of such Bonds and Additional Bonds.

9.7 **Amendatory Endorsement of Bonds and Additional Bonds.** The provisions of this Article IX shall not prevent any Owner from accepting any amendment as to the particular Bonds and Additional Bonds held by him, provided that due notation thereof is made on such Bonds and Additional Bonds.

9.8 **Opinion of Bond Counsel.** In connection with any Supplemental Agreement, the Fiscal Agent shall be entitled to receive an opinion of Bond Counsel that any such Supplemental Agreement is authorized or permitted by this Agreement and the Fiscal Agent may conclusively rely upon such opinion.

ARTICLE X
MISCELLANEOUS

10.1 **Benefits of Agreement Limited to Parties**. Nothing in this Agreement, expressed or implied, is intended to give to any person other than the District, City, the Fiscal Agent and the Owners, any right, remedy, claim under or by reason of this Agreement. Any covenants, stipulations, promises or agreements in this Agreement contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners and the Fiscal Agent.

10.2 **Successor is Deemed Included in All References to Predecessor.** Whenever in this Agreement or any Supplemental Agreement either the District or the Fiscal Agent is named or referred to, such reference shall be deemed to include the successors or assigns thereof, and all the covenants and agreements in this Agreement contained by or on behalf of the District or the Fiscal Agent shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

10.3 **Discharge of Agreement.** The District shall have the option to pay and discharge the entire indebtedness on all or any portion of the Bonds and Additional Bonds Outstanding in any one or more of the following ways:

(a) by well and truly paying or causing to be paid the principal of, and interest and any premium on, such Bonds and Additional Bonds Outstanding, as and when the same become due and payable;

(b) by depositing with the Fiscal Agent, in trust, at or before maturity, money which, together with the amounts then on deposit in the funds and accounts provided for in this Agreement is fully sufficient to pay such Bonds and Additional Bonds Outstanding, including all principal, interest and redemption premiums;

(c) by irrevocably depositing with the Fiscal Agent, in trust, cash and Federal Securities and/or investments described in clause (i) of the definition of Permitted Investments in such amount as the District shall determine as confirmed by Bond Counsel or an independent certified public accountant will, together with the interest to accrue thereon and moneys then on deposit in the funds and accounts established with the

Fiscal Agent pursuant to this Agreement, be fully sufficient to pay and discharge the indebtedness on such Bonds and Additional Bonds (including all principal, interest and redemption premiums) at or before their respective maturity dates; or

(d) by delivering to the Fiscal Agent for cancellation the Bonds outstanding following payment thereof.

If the District shall have taken any of the actions specified in (a), (b), (c) or (d) above, and if such Bonds and Additional Bonds are to be redeemed prior to the maturity thereof notice of such redemption shall have been given as in this Agreement provided or provision satisfactory to the Fiscal Agent shall have been made for the giving of such notice, then, at the election of the District, and notwithstanding that any Bonds and Additional Bonds shall not have been surrendered for payment, the pledge of the Special Taxes and other funds provided for in this Agreement and all other obligations of the District under this Agreement with respect to such Bonds and Additional Bonds Outstanding shall cease and terminate. Notice of such election shall be filed with the Fiscal Agent. Notwithstanding the foregoing, the obligation of the District to pay or cause to be paid to the Owners of the Bonds and Additional Bonds not so surrendered and paid all sums due thereon and all amounts owing to the Fiscal Agent pursuant to Section 8.5, and otherwise to assure that no action is taken or failed to be taken if such action or failure adversely affects the exclusion of interest on the Bonds or Additional Bonds, as applicable, from gross income for federal income tax purposes, shall continue in any event.

Upon compliance by the District with the foregoing with respect to all Bonds and Additional Bonds Outstanding, any funds held by the Fiscal Agent after payment of all fees and expenses of the Fiscal Agent, which are not required for the purposes of the preceding paragraph, shall be paid over to the District and any Special Taxes thereafter received by the District shall not be remitted to the Fiscal Agent but shall be retained by the District to be used for any purpose permitted under the Act.

10.4 **Execution of Documents and Proof of Ownership by Owners.** Any request, declaration or other instrument which this Agreement may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Bonds or Additional Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond or Additional Bond in respect of anything done or suffered to be done by the District or the Fiscal Agent in good faith and in accordance therewith.

10.5 **Waiver of Personal Liability.** No member, officer, agent or employee of the District or the City shall be individually or personally liable for the payment of the principal of, or interest or any premium on, the Bonds and Additional Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

10.6 **Notices to and Demands on District and Fiscal Agent.** Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the Fiscal Agent to or on the District may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the District with the Fiscal Agent) as follows:

Community Facilities District No. 2022-2 (Perris Logistics Center)
of the City of Perris
c/o City of Perris
101 North "D" Street
Perris, California 92570
Attn: City Manager
Tel: (951) 943-6100

Any notice or demand which by any provision of this Agreement is required or permitted to be given or served by the District to or on the Fiscal Agent may be given or served by being deposited postage prepaid in a post office letter box addressed (until another address is filed by the Fiscal Agent with the District) as follows:

U.S. Bank Trust Company, National Association
Global Corporate Trust Services
633 West Fifth Street, 24th Floor
Los Angeles, California 90071
Attn: Ilse Vlach
Tel: 213/615-6051
Fax: 213/615-6199

10.7 **Partial Invalidity.** If any Section, paragraph, sentence, clause or phrase of this Agreement shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Agreement. The District hereby declares that it would have adopted this Agreement and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds and Additional Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Agreement may be held illegal, invalid or unenforceable.

10.8 **Unclaimed Moneys.** Anything contained herein to the contrary notwithstanding, any moneys held by the Fiscal Agent in trust for the payment and discharge of the principal of, and the interest and any premium on, the Bonds and Additional Bonds which remains unclaimed for two (2) years after the date when the payments of such principal, interest and premium have become payable, if such money was held by the Fiscal Agent at such date, shall be repaid by the Fiscal Agent to the District as its absolute property free from any trust, and the Fiscal Agent shall thereupon be released and discharged with respect thereto and the Bond Owners shall look only to the District for the payment of the principal of, and interest and any premium on, such Bonds and Additional Bonds.

10.9 **Applicable Law.** This Agreement shall be governed by and enforced in accordance with the laws of the State of California applicable to contracts made and performed in the State of California.

10.10 **Conflict with Act.** In the event of a conflict between any provision of this Agreement with any provision of the Act as in effect on the Closing Date, the provision of the Act shall prevail over the conflicting provision of this Agreement.

10.11 **Conclusive Evidence of Regularity.** Bonds and Additional Bonds issued pursuant to this Agreement shall constitute conclusive evidence of the regularity of all proceedings under the Act relative to their issuance and the levy of the Special Taxes.

10.12 **Payment on Business Day.** In any case where the date of the maturity of interest or of principal (and premium, if any) of the Bonds and Additional Bonds or the date fixed for redemption of any Bonds and Additional Bonds or the date any action is to be taken pursuant to this Agreement is other than a Business Day, the payment of interest or principal (and premium, if any) or the action need not be made on such date but may be made on the next succeeding day which is a Business Day with the same force and effect as if made on the date required and no interest shall accrue for the period from and after such date.

10.13 **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.

10.14 **Signatures**. The parties acknowledge and agree that this Agreement, and any document to be executed pursuant to this Agreement or otherwise relating to the District or the Bonds may be executed or signed electronically, including but not limited to by DocuSign®, by any Person and such electronically executed document shall be effective for all purposes. Delivery of an electronic transmission by facsimile or in electronic (e.g., "pdf" or "tif" or otherwise) format shall be effective as delivery of a manually executed counterpart of this Agreement or any other document referred to above. Any electronically executed or delivered signature shall be of the same legal effect, validity or enforceability as a manually executed signature to the fullest extent permitted under applicable law.

IN WITNESS WHEREOF, the District has caused this Agreement to be executed in its name and the Fiscal Agent has caused this Agreement to be executed in its name, all as of October 1, 2026.

COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS

By:_____
City Manager

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

By:_____
Authorized Officer

EXHIBIT A

FORM OF BOND

No. _____ $_____

UNITED STATES OF AMERICA
STATE OF CALIFORNIA
COUNTY OF RIVERSIDE
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

INTEREST RATE	**MATURITY DATE**	**DATED DATE**	**CUSIP NO.**
	September 1, ___	_____	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: **DOLLARS**

Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"), for value received, hereby promises to pay solely from the Special Tax (as hereinafter defined) to be collected within the District or amounts in the funds and accounts held under the Agreement (as hereinafter defined), to the registered owner named above, or registered assigns, on the maturity date set forth above, unless redeemed prior thereto as hereinafter provided, the principal amount set forth above, and to pay interest on such principal amount from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date (as hereinafter defined) and on or before an Interest Payment Date and after the close of business on the preceding Record Date, in which event interest with respect thereto will be payable from such Interest Payment Date; (b) it is authenticated on or before February 15, 2027 which event interest with respect thereto will be payable from its Dated Date; or (c) interest with respect to any Outstanding Bond is in default, in which event interest with respect thereto will be payable from the date to which interest has been paid in full, payable on each Interest Payment Date, payable semiannually on March 1 and September 1 in each year, commencing March 1, 2027 (each an "Interest Payment Date"), at the interest rate set forth above, until the principal amount hereof is paid or made available for payment. The principal of this Bond is payable to the registered owner hereof in lawful money of the United States of America upon presentation and surrender of this Bond at the Corporate Trust Office of U.S. Bank Trust Company, National Association (the "Fiscal Agent"). Interest on this Bond shall be paid by check of the Fiscal Agent mailed on each Interest Payment Date to the registered owner hereof as of the close of business on the fifteenth day of the month preceding the month in which the interest payment date occurs (the "Record Date") at such registered owner's address as it appears on the registration books maintained by the Fiscal Agent.

This Bond is one of a duly authorized issue of bonds in the aggregate principal amount of $_____ approved by legislative body of the District on _____, pursuant to the Mello-Roos Community Facilities Act of 1982, as amended, Sections 53311 *et seq.*, of the California Government Code (the "Mello-Roos Act") for the purpose of refinancing the acquisition of certain facilities (the "Project"), and is one of the Bonds designated "Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series" (the "Bonds"). The creation of the Bonds and the terms and conditions thereof are provided for by the Fiscal Agent Agreement, dated as of October 1, 2026 (the "Agreement"), by and between the District and the Fiscal Agent and this reference incorporates the Agreement herein, and by acceptance hereof the owner of this Bond assents to said terms and conditions. Other than refunding bonds, the District may not issue additional bonds on a parity with the Bonds.

Pursuant to the Mello-Roos Act and the Agreement, the principal of and interest on this Bond are payable solely from the annual special tax authorized under the Mello-Roos Act to be collected within the District (the "Special Tax") and certain funds held under the Agreement.

Any tax for the payment hereof shall be limited to the Special Tax, except to the extent that provision for payment has been made by the City, as may be permitted by law. The Bonds do not constitute obligations of the City of Perris for which said City is obligated to levy or pledge, or has levied or pledged, general or special taxation other than described hereinabove. The District has covenanted for the benefit of the owners of the Bonds that it will order, and cause to be commenced as provided in the Agreement, and thereafter diligently prosecute to judgment, an action in the superior court to foreclose, under the circumstances set forth in the Agreement, the lien of any Special Tax or installment thereof not paid when due.

The Bonds maturing on and after September 1, 2033 are subject to redemption prior to maturity at the option of the District on any Interest Payment Date on or after September 1, 2032, as a whole or in part, from such maturities as selected by the District and by lot within a maturity, from any available source of funds at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	***Redemption Price***
September 1, 2033 and March 1, 2034	103%
September 1, 2034 and March 1, 2035	102
September 1, 2035 and March 1, 2036	101
September 1, 2036 and any Interest Payment Date thereafter	100

The Bonds are subject to mandatory redemption prior to maturity on any Interest Payment Date on or after March 1, 2026, in whole or in part from such maturities as selected by the District and by lot within a maturity, from the redemption of the Bonds from amounts constituting prepayments of Special Taxes, from amounts transferred from the Surplus Funds held under the Fiscal Agent Agreement at the following redemption prices (expressed as a percentage of the principal amount of Bonds to be redeemed) together with accrued interest thereon to the redemption date:

Redemption Date	Redemption Price
March 1, 2027 through March 1, 2034	103%
September 1, 2034 and March 1, 2035	102
September 1, 2035 and March 1, 2036	101
September 1, 2036 and any Interest Payment Date thereafter	100

The Bonds are subject to mandatory redemption, in part by lot, on September 1 in each year, commencing September 1, ___with respect to Bonds maturing September 1, ___, commencing September 1, ____ with respect to the Bonds maturing September 1, ____, commencing September 1, ____ with respect to Bonds maturing September 1, ____, commencing September 1, ___ with respect to Bonds maturing September 1, ____, from mandatory sinking payments pursuant to this Agreement at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption in the aggregate principal amounts and on September 1 in the respective years as set forth in the following schedule; provided, however, that if some but not all of the Bonds have been redeemed pursuant to optional redemption, special mandatory redemption from prepayment of Special Taxes or special mandatory redemption provisions as described herein, the total amount of all future sinking payments will be reduced by the aggregate principal amount of the Bonds so redeemed, to be allocated among such sinking payments on a pro rata basis (as nearly as practicable) in integral multiples of $5,000 as determined by the District.

SCHEDULE OF MANDATORY SINKING PAYMENT REDEMPTIONS

TERM BONDS MATURING SEPTEMBER 1, 2040

September 1 Year	Principal Amount

*maturity

TERM BONDS MATURING SEPTEMBER 1, 2045

September 1 Year	Principal Amount

*maturity

Notice of redemption with respect to the Bonds to be redeemed shall be given to the registered owners thereof, in the manner, to the extent and subject to the provisions of the Agreement.

This Bond shall be registered in the name of the owner hereof, as to both principal and interest.

Each registration and transfer of registration of this Bond shall be entered by the Fiscal Agent in books kept by it for this purpose and authenticated by its manual signature upon the certificate of authentication endorsed hereon.

Except as provided in the Agreement, any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of the Agreement by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a duly written instrument of transfer in a form approved by the Fiscal Agent. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such transfer shall be paid by the District. The Fiscal Agent shall

collect from the Owner requesting such transfer any tax or other governmental charge required to be paid with respect to such transfer.

Whenever any Bond or Bonds shall be surrendered for transfer, the District shall execute and the Fiscal Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall be required to be made (i) fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption, or (iii) between the 15th day of the month next preceding any Interest Payment Date and such Interest Payment Date.

Bonds may be exchanged at the Corporate Trust Office of the Fiscal Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The cost for any services rendered or any expenses incurred by the Fiscal Agent in connection with any such exchange shall be paid by the District. The Fiscal Agent shall collect from the owner of such Bond or Bonds requesting such exchange any tax or other governmental charge required to be paid with respect to such exchange.

No exchanges of Bonds shall be required to be made (i) fifteen (15) days prior to the date established by the Fiscal Agent for selection of Bonds for redemption, (ii) with respect to a Bond after such Bond has been selected for redemption, or (iii) between the 15th day of the month next preceding any Interest Payment Date and such Interest Payment Date.

The Agreement and the rights and obligations of the District thereunder may be modified or amended as set forth therein.

This Bond shall not become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been dated and signed by the Fiscal Agent.

For as long as a book-entry only system is in effect with respect to the Bonds and DTC or a successor Securities Depository is the sole registered owner of the Bonds, in the event of redemption of less than all of the maturity of the Bonds, the particular ownership interests of such maturity to be redeemed will be determined by DTC and its participants, or by a successor Securities Depository or any other intermediary, in accordance with their respective operating rules and procedures, which may be different than pro rata.

IT IS HEREBY CERTIFIED, RECITED AND DECLARED that all acts, conditions and things required by law to exist, happen and be performed precedent to and in the issuance of this Bond have existed, happened and been performed in due time, form and manner as required by law, and that the amount of this Bond does not exceed any debt limit prescribed by the laws or Constitution of the State of California.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City of Perris on behalf of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris has caused this Bond to be dated _____, 2026 to be signed by the manual or facsimile signature of its Mayor and countersigned by the manual or facsimile signature of the City Clerk.

CITY OF PERRIS

BY: _____
Mayor

BY: _____
City Clerk

FISCAL AGENT'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the Resolution and the Agreement which has been authenticated on _____, 2026.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Fiscal Agent

BY: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____ _____ attorney, to transfer the same on the registration books of the Fiscal Agent, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature(s) on this assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF OFFICER'S CERTIFICATE

Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris

Officer's Certificate Directing Disbursements From the Improvement Fund

The undersigned hereby states and certifies:

(i) That he is the duly qualified Finance Director of the City of Perris, a general law city and public body, corporate and politic, duly organized and existing under the laws of the State of California (the "City"), acting on behalf of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"), and as such, is familiar with the facts herein certified and is authorized and qualified to execute and deliver this certificate;

(ii) That he is an "Authorized Officer" as defined in the Fiscal Agent Agreement, dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as Fiscal Agent (the "Fiscal Agent") for the District's Special Tax Bonds, 2026 Series;

(iii) That pursuant to Section 3.6 of the Fiscal Agent Agreement, the Fiscal Agent is hereby directed to disburse this date from the Improvement Fund established pursuant to the Fiscal Agent Agreement to the payee, designated on Exhibit A attached hereto and by this reference incorporated herein, at the address set forth below such payee name, the respective sums set forth opposite such payees, in payment for the purposes described on said Exhibit "A";

(iv) That each obligation shown on Exhibit A has been properly verified and approved by the City Engineer and is a proper charge against the Fund;

(v) That the conditions to the release of such funds have been satisfied,

(vi) There has not been filed with or served upon the District notice of any lien, right to lien or attachment, stop notice or claim affecting the right to receive payment of any of the moneys payable to any of the persons named herein or a written requisition which has not been released or will not be released simultaneously with the payment of, this obligation, other than materialmen's or mechanic's liens accruing by mere operation of law;

(vii) That no item to be paid pursuant to this Officer's Certificate has been previously paid or reimbursed from such Improvement Fund; and

(viii) That capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

DATED: _____

COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS

_____
[Authorized Officer][Finance Director]

EXHIBIT A

DISBURSE FOR PURPOSES AMOUNT PAYMENT TO

WIRE INSTRUCTIONS ARE ATTACHED OR BY CHECK TO

EXHIBIT C

FORM OF DISBURSEMENT REQUEST AND OFFICER'S CERTIFICATE

Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris

Disbursement Request and Officer's Certificate Directing Disbursements From the Pay-Go Fund

The undersigned hereby states and certifies:

(i) That he is the duly qualified Finance Director of the City of Perris, a general law city and public body, corporate and politic, duly organized and existing under the laws of the State of California (the "City"), acting on behalf of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"), and as such, is familiar with the facts herein certified and is authorized and qualified to execute and deliver this certificate;

(ii) That he is an "Authorized Officer" as defined in the Fiscal Agent Agreement, dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as Fiscal Agent (the "Fiscal Agent") for the District's Special Tax Bonds, 2026 Series;

(iii) That pursuant to Section 3.10 of the Fiscal Agent Agreement, the Fiscal Agent is hereby directed to disburse all funds in the Pay-Go Fund established and funded pursuant to Section 3 of the Fiscal Agent Agreement to IDI Logistics, LLC, (the "Developer"), as partial (or in full) reimbursement for the unreimbursed portion of the Crossing Project Fee Advance[1] as reflected on Exhibit A attached hereto and by this reference incorporated herein,

(iv) The amount set forth on Exhibit A is authorized and payable pursuant to terms of the Amended and Restated Acquisition and Funding Agreement dated August 25, 2026 (the "Amended Acquisition Agreement"), by and between the City of Perris, acting on behalf of the CFD and IDIL Perris Logistics Center North 1, L.P., a Delaware limited partnership, IDIL Perris Logistics Center North LP, a Delaware limited partnership, and IDIL Perris Fulfillment Center LP, a Delaware limited partnership and the Developer;

(v) That said obligation shown on Exhibit A has been properly verified and approved by the City and is a proper charge against the Pay-Go Fund;

[1]Or such other City Authorized Fee allowed to be paid under the Amended Acquisition Agreement.

(vi) That the conditions to the release of such funds have been satisfied;

(vii) That, as of the date of this Disbursement Request, there are no delinquent Special Taxes within the District and, based upon the information reasonably available to the City, the City does not reasonably expect Special Tax delinquencies or a resulting insufficiency in amounts available to pay Debt Service on the Bonds or Additional Bonds that would warrant retention or transfer of the amount requested pursuant to Section 3.10(d) of the Fiscal Agent Agreement;

(viii) There has not been filed with or served upon the District notice of any lien, right to lien or attachment, stop notice or claim affecting the right to receive payment of any of the moneys payable to any of the persons named herein or a written requisition which has not been released or will not be released simultaneously with the payment of, this obligation, other than materialmen's or mechanic's liens accruing by mere operation of law;

(ix) The amount requested for reimbursement of the Crossing Project Fee Advance is due and payable, and has not formed the basis of prior request or payment other than prior payments received and identified on Exhibit A; and

(x) That capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Fiscal Agent Agreement.

The City's execution of this Disbursement Request constitutes the City's determination that the amount requested is not then required to address actual or reasonably anticipated Special Tax delinquencies pursuant to Section 3.10(d) of the Fiscal Agent Agreement. The Fiscal Agent shall have no duty to make any independent determination concerning Special Tax delinquencies or anticipated Special Tax delinquencies and may conclusively rely upon this Officer's Certificate.

DATED: _____

CITY OF PERRIS ON BEHALF OF
COMMUNITY FACILITIES DISTRICT
NO. 2022-2 (PERRIS LOGISTICS
CENTER) OF THE CITY OF PERRIS

_____
[Authorized Officer][Finance Director]

EXHIBIT A

DISBURSE PAYMENT TO	FOR	AMOUNT
IDI Logistics, LLC	Reimbursement for Crossing Project Fee Advance	[Balance in the Pay-Go Fund]

1. The undersigned, officer of IDI Logistics, LLC, certifies that the amount requested for reimbursement of the Crossing Project Fee Advance is due and payable, and has not formed the basis of prior request or payment, other than as disclosed below in paragraph 4.

2. The amount set forth above (i.e. balance in the Pay-Go Fund) is authorized and payable pursuant to terms of the Amended Acquisition Agreement and[does not satisfy in full the reimbursement of the Crossing Project Fee Advance.]

3. All conditions precedent to this Disbursement Request pursuant to the Amended Acquisition Agreement have been met.

4. The amount still owed to IDI Logistics, LLC under the Amended Acquisition Agreement as of the date hereof is as follows:

Original Crossing Project Fee Advance	$6,122,000
Request #1: Pay't received on Oct. __, 2026	__
Amount still Outstanding and Due	$----

5. The amount was provided to the City pursuant to the [describe agreement] and is being used pursuant to the Agreement to fund the type of facilities described in the Resolution of Intention.

5. Wiring Instructions are attached as Exhibit 1.

DATED: _____

IDI LOGISTICS, LLC

By: _____

Name: _____

Title: _____

ATTACHMENT 6

BOND PURCHASE AGREEMENT

$_____
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

BOND PURCHASE AGREEMENT

[BPA Date]

City of Perris
Community Facilities District No. 2022-2
(Perris Logistics Center) of the City of Perris
101 North D Street
Perris, California 92570

Ladies and Gentlemen:

Oppenheimer & Co. Inc., as underwriter (the "**Underwriter**"), acting not as a fiduciary or agent for you, but on behalf of itself, offers to enter into this Bond Purchase Agreement (this "**Purchase Agreement**") with Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "**Community Facilities District**"), which upon acceptance will be binding upon the Underwriter and the Community Facilities District. The agreement of the Underwriter to purchase the Bonds (as hereinafter defined) is contingent upon the Community Facilities District satisfying all of the obligations imposed upon them under this Purchase Agreement. This offer is made subject to the Community Facilities District's acceptance by the execution of this Purchase Agreement and its delivery to the Underwriter at or before 11:59 P.M., local time, on the date hereof, and, if not so accepted, will be subject to withdrawal by the Underwriter upon notice delivered to the Community Facilities District at any time prior to the acceptance hereof by the Community Facilities District. All capitalized terms used herein, which are not otherwise defined, shall have the meaning provided for such terms in the Fiscal Agent Agreement, dated as of October 1, 2026 (the "**Fiscal Agent Agreement**"), by and between the Community Facilities District and U.S. Bank Trust Company, National Association, as fiscal agent (the "**Fiscal Agent**").

1. Purchase, Sale and Delivery of the Bonds.

Subject to the terms and conditions and in reliance upon the representations, warranties and agreements set forth herein: (i) the Underwriter hereby agrees to purchase from the Community Facilities District and the Community Facilities District hereby agrees to sell to the Underwriter all (but not less than all) of the $_____ aggregate principal amount of the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series (the "**Bonds**"), dated the Closing Date (as hereinafter defined), bearing interest at the rates and maturing on the dates and in the principal amounts set forth in Exhibit A hereto. The purchase price for the Bonds shall be $_____ (being 100% of the aggregate principal amount thereof, plus a net original issue premium of $_____ and less an Underwriter's discount of $_____).

The Underwriter agrees to make a bona fide public offering of all of the Bonds initially at the public offering prices (or yields) set forth in Exhibit A attached hereto and incorporated herein by reference. Subsequent to the initial public offering, the Underwriter reserves the right to change the public offering prices (or yields) as it deems necessary in connection with the marketing of the Bonds subject to Section 2 hereof, provided that the Underwriter shall not change the interest rates set forth in Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial offering prices.

The Bonds shall be substantially in the form described in, shall be issued and secured under the provisions of, and shall be payable from the Special Tax Revenues and Redemption Revenues as provided in the Fiscal Agent Agreement, the Preliminary Official Statement (as hereinafter defined), and the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "**Community Facilities District Act**"). The issuance of the Bonds has been duly authorized by the City Council of the City of Perris (the "**City**"), as the legislative body for the Community Facilities, pursuant to a resolution (the "**Community Facilities District Resolution of Issuance**") adopted on _____, 2026.

The proceeds of the Bonds will be used to: (i) finance certain public facilities related to the Community Facilities District to be owned and operated by the City and Eastern Municipal Water District, (ii) fund a reserve account securing the Bonds and (iii) pay costs of issuance of the Bonds.

A. The Community Facilities District hereby acknowledges that the Underwriter is entering into this Purchase Agreement in reliance on the representations, warranties and agreements made by the Community Facilities District herein, and the Community Facilities District shall take all action necessary to enforce its rights hereunder for the benefit of the Underwriter and shall immediately notify the Underwriter if it becomes aware that any representation, warranty or agreement made by the Community Facilities District herein is incorrect in any material respect.

The Community Facilities District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the Community Facilities District and the Underwriter, (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriter is and has been acting solely as principal and not as the agent or fiduciary of the Community Facilities District, (iii) the Underwriter has not assumed an advisory or fiduciary responsibility in favor of the Community Facilities District with respect to (a) the offering of the Bonds or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Community Facilities District on other matters) or (b) any other obligations to the Community Facilities District with respect to the offering contemplated hereby, except the obligations expressly set forth in this Purchase Agreement or otherwise imposed by law, (iv) the Underwriter has financial interests that differ from those of the Community Facilities District and (v) the Community Facilities District has consulted with their own legal, financial and other advisors to the extent they have deemed appropriate in connection with this transaction. The Community Facilities District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board ("**MSRB**"). The Community Facilities District acknowledges and represents that it has engaged Fieldman, Rolapp & Associates, Inc. as its municipal advisor (the "**Municipal Advisor**") (as defined in Securities and Exchange Commission Rule 15Ba1) and will rely solely on the financial advice of the Municipal Advisor with respect to the Bonds.

B. Pursuant to the authorization of the Community Facilities District, the Underwriter has distributed copies of the Preliminary Official Statement dated [POS Date], relating to the Bonds, which, together with the cover page, inside cover page and appendices thereto is herein called the "**Preliminary Official Statement**." By its acceptance of this Purchase Agreement, the Community Facilities District hereby ratifies the use by the Underwriter of the Preliminary Official Statement, and the Community Facilities District agrees to execute a final official statement relating to the Bonds (including any supplements and/or amendments thereto, the "**Official Statement**") which will consist of the Preliminary Official Statement with such changes as may be made thereto, with the approval of Aleshire & Wynder, LLP, Bond Counsel ("**Bond Counsel**"), Stradling Yocca Carlson & Rauth LLP, Disclosure Counsel ("**Disclosure Counsel**"), and the Underwriter, and to provide copies thereof to the Underwriter as set forth herein. The Community Facilities District hereby authorizes and requires the Underwriter to use and promptly distribute, in connection with the offer and sale of the Bonds, the Preliminary Official Statement, the Official Statement and any supplement or amendment thereto. The Community Facilities District further authorizes the Underwriter to use and distribute, in connection with the offer and sale of the Bonds, the Fiscal Agent Agreement, the Continuing Disclosure Agreement executed by the Community Facilities District in connection with the Bonds (the "**Continuing Disclosure Agreement**"), this Purchase Agreement and all information contained herein, and all other documents, certificates and statements furnished by or on behalf of the Community Facilities District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

C. To assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "**Rule**"), the Community Facilities District will undertake pursuant to the Continuing Disclosure Agreement, in the form attached to the Official Statement as Appendix D, to provide annual reports and notices of certain enumerated events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement.

D. Except as the Underwriter and the Community Facilities District may otherwise agree, the Community Facilities District will deliver to the Underwriter, at the offices of Bond Counsel in Irvine, California, or at such other location as may be mutually agreed upon by the Underwriter and the Community Facilities District, the documents hereinafter mentioned; and the Community Facilities District will deliver to the Underwriter through the facilities of The Depository Trust Company ("**DTC**"), the Bonds, in definitive form (all Bonds bearing CUSIP numbers), duly executed by the Community Facilities District and authenticated by the Fiscal Agent in the manner provided for in the Fiscal Agent Agreement and the Community Facilities District Act at 8:00 a.m. California time, on [Closing Date] (the "**Closing Date**"), and the Underwriter will accept such delivery and pay the purchase price of the Bonds as set forth in paragraph (A) of this Section by wire transfer, payable in federal or other immediately available funds (such delivery and payment being herein referred to as the "**Closing**"). The Bonds shall be in fully registered book-entry form (which may be typewritten) and shall be registered in the name of Cede & Co., as nominee of DTC.

2. Establishment of Issue Price.

A. The Underwriter agrees to assist the Community Facilities District in establishing the issue price of the Bonds and shall execute and deliver to the Community Facilities District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit C, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the

Community Facilities District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds.

B. Except as otherwise set forth in Exhibit A attached hereto, the Community Facilities District will treat the first price at which 10% of each maturity of the Bonds (the "**10% test**") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Purchase Agreement, the Underwriter shall report to the Community Facilities District the price or prices at which it has sold to the public each maturity of Bonds. If at that time the 10% test has not been satisfied as to any maturity of the Bonds, the Underwriter agrees to promptly report to the Community Facilities District the prices at which it sells the unsold Bonds of that maturity to the public. That reporting obligation shall continue, whether or not the Closing Date has occurred, until the 10% test has been satisfied as to the Bonds of that maturity or until all Bonds of that maturity have been sold to the public.

C. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Purchase Agreement at the offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit A attached hereto. Exhibit A also sets forth, as of the date of this Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriter represents that (i) the 10% test has been satisfied (assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Community Facilities District and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Community Facilities District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "**hold-the-offering-price rule**"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

1. the close of the fifth (5th) business day after the sale date; or

2. the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Community Facilities District when it has sold 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

D. The Underwriter confirms that:

(i) any selling group agreement and any third-party distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A)(i) to report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter that the 10% test has been

satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter,

(B) to promptly notify the Underwriter of any sales of Bonds that, to its knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below), and

(C) to acknowledge that, unless otherwise advised by the dealer or broker-dealer, the Underwriter shall assume that each order submitted by the dealer or broker-dealer is a sale to the public.

(ii) any selling group agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all Bonds of that maturity allocated to it have been sold or it is notified by the Underwriter or the dealer that the 10% test has been satisfied as to the Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Underwriter or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriter or the dealer and as set forth in the related pricing wires.

E. The Community Facilities District acknowledges that, in making the representation set forth in this section, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a third-party distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the requirements for establishing the issue price of the Bonds, including, but not limited to, its agreement to comply with the hold-the-offering-price rule, if applicable to the Bonds, as set forth in the third-party distribution agreement and the related pricing wires.

F. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to an underwriter participating in the initial sale of the Bonds to the public (each such term being used as defined below) shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

1. "public" means any person other than an underwriter or a related party;

2. "underwriter" means (A) any person that agrees pursuant to a written contract with the Community Facilities District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause

(A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Bonds to the public);

3. a purchaser of any of the Bonds is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

4. "sale date" means the date of execution of this Purchase Agreement by all parties.

3. Representations, Warranties and Covenants of the Community Facilities District. The Community Facilities District represents, warrants and covenants to the Underwriter on behalf of itself and the City that:

A. The City is duly organized and validly existing as a general law city under the Constitution and laws of the State of California and has duly authorized the formation of the Community Facilities District pursuant to resolutions duly adopted by the City Council (the "**Community Facilities District Formation Resolution**" and, together with the Community Facilities District Resolution of Issuance, the "**Community Facilities District Resolutions**") and the Community Facilities District Act. The City Council, as the legislative body of the City and the Community Facilities District, has duly adopted the Community Facilities District Formation Resolution, and has caused to be recorded in the real property records of the County of Riverside, notice of special tax lien, and any required amendments thereof (collectively, the "**Notice of Special Tax Lien**") (the Community Facilities District Formation Resolution and Notice of Special Tax Lien being collectively referred to herein as the "**Formation Documents**"), and has duly adopted the Community Facilities District Resolution of Issuance. Each of its Formation Documents remains in full force and effect as of the date hereof and has not been amended. The Community Facilities District is duly organized and validly existing as a Community Facilities District under the laws of the State of California. The Community Facilities District has, and at the Closing Date will have, as the case may be, full legal right, power and authority: (i) to execute, deliver and perform its obligations under this Purchase Agreement, the Continuing Disclosure Agreement and the Fiscal Agent Agreement, and to carry out all transactions contemplated by each of such agreements; (ii) to issue, sell and deliver the Bonds as provided herein; and (iii) to carry out, give effect to and consummate the transactions contemplated by the Formation Documents, the Fiscal Agent Agreement, the Bonds, the Continuing Disclosure Agreement, this Purchase Agreement and the Official Statement.

This Purchase Agreement, the Fiscal Agent Agreement, the Bonds and the Continuing Disclosure Agreement are collectively referred to herein as the "**Community Facilities District Documents**."

B. The Community Facilities District and the City, as applicable, have each complied, and will at the Closing Date be in compliance in all material respects, with the Formation Documents and the Community Facilities District Documents, and any immaterial noncompliance by the Community Facilities District and the City, if any, will not impair the ability of the Community Facilities District and the City, as applicable, to carry out, give effect to or consummate the transactions contemplated by the foregoing. From and after the date of issuance of the Bonds, the Community Facilities District will continue to comply with the covenants of the Community Facilities District contained in the Community Facilities District Documents.

C. The information in the Preliminary Official Statement and in the Official Statement relating to the Community Facilities District and the Bonds (other than information under the captions "THE DISTRICT – Ownership and Development Within The District," and "MISCELLANEOUS —Underwriting," Appendix F and Appendix G, information provided by IDI Logistics, LLC, a Delaware limited liability company (the "**Master Developer**"), the Appraiser and the Special Tax Consultant (as each such terms are defined herein) and statements pertaining to the book entry system, as to which no view is expressed), is true and correct in all material respects and does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; and, upon delivery and up to and including 25 days after the End of the Underwriting Period (as defined in paragraph (D) below), the Official Statement will be amended and supplemented so as to contain no misstatement of any material fact or omission of any statement necessary to make the statements contained therein, in the light of the circumstances in which such statements were made, not misleading.

D. Up to and including 25 days after the End of the Underwriting Period (as defined below), the Community Facilities District will advise the Underwriter promptly of any proposal to amend or supplement the Official Statement and will not effect or consent to any such amendment or supplement without the consent of the Underwriter, which consent will not be unreasonably withheld. The Community Facilities District will advise the Underwriter promptly of the institution of any proceedings known to it by any governmental agency prohibiting or otherwise materially affecting the use of the Official Statement in connection with the offering, sale or distribution of the Bonds. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Bonds are delivered to the Underwriter; or (ii) the Underwriter does not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Unless the Underwriter gives notice to the contrary, the End of the Underwriting Period shall be deemed to be the Closing Date. Any notice delivered pursuant to this provision shall be written notice delivered to the Community Facilities District at or prior to the Closing Date and shall specify a date (other than the Closing Date) to be deemed the "End of the Underwriting Period."

E. Except as described in the Preliminary Official Statement and Official Statement, the Community Facilities District is not, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and the performance of its obligations under the Community Facilities District Documents and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, will not

conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Community Facilities District Documents or the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement.

F. Except as may be required under the "blue sky" or other securities laws of any jurisdiction, all approvals, consents, authorizations, elections and orders of, or filings or registrations with, any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would materially adversely affect, the performance by the Community Facilities District of its obligations under the Community Facilities District Documents, and the performance of the conditions precedent to be performed by the Community Facilities District pursuant to this Purchase Agreement, have been or will be obtained at the Closing Date and are or will be in full force and effect at the Closing Date.

G. The Community Facilities District Documents conform as to form and tenor to the descriptions thereof contained in the Official Statement.

H. The Bonds are payable from the Special Tax of the Community Facilities District, as set forth in the Fiscal Agent Agreement, the levy of which has been duly and validly authorized pursuant to the Community Facilities District Act and the Community Facilities District will covenant in the Fiscal Agent Agreement to levy the Special Taxes within the Community Facilities District in an amount which, together with other available funds, is required for the payment of the principal of, and interest on, the Bonds when due and payable, all as provided in the Fiscal Agent Agreement.

I. The Fiscal Agent Agreement creates a valid pledge of, first lien upon and security interest in, the Special Tax Revenues and Redemption Revenues, and in the moneys in the Special Tax Fund established pursuant to the Fiscal Agent Agreement, on the terms and conditions set forth in the Fiscal Agent Agreement.

J. Except as disclosed in the Preliminary Official Statement, there are, to the best of the Community Facilities District's knowledge, no entities with outstanding assessment liens against any of the properties within the Community Facilities District or which are senior to or on a parity with the Special Taxes of the Community Facilities District.

K. The Preliminary Official Statement was deemed final by a duly authorized officer of the Community Facilities District prior to its delivery to the Underwriter, except for the omission of such information as is permitted to be omitted in accordance with paragraph (b)(1) of the Rule. The Community Facilities District hereby covenants and agrees that, within seven (7) business days from the date hereof, or upon reasonable written notice from the Underwriter within sufficient time to accompany any confirmation requesting payment from any customers of the Underwriter, the Community Facilities District shall cause a final printed form of the Official Statement to be delivered to the Underwriter in sufficient quantity to comply with paragraph (b)(4) of the Rule and Rules G-12, G-15, G-32 and G-36 of the Municipal Securities Rulemaking Board.

L. At the time of acceptance hereof there is and as of the Closing there will be no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body (collectively and individually, an "**Action**") pending (notice of which has been served on the Community Facilities District) or to the best knowledge of the Community Facilities District or the City threatened, in which any such Action: (i) in any way questions the existence of the Community Facilities District or the titles of the officers of the Community Facilities District to their respective offices; (ii) affects, contests or seeks to prohibit, restrain or enjoin the issuance or delivery of the Bonds or the payment or collection of Special Taxes or any amounts pledged or to be pledged to pay the principal of and interest on the Bonds, or in any way contests or affects the validity of the Community Facilities District Documents or the consummation of the transactions on the part of the Community Facilities District contemplated thereby; (iii) contests the exemption of interest on the Bonds from federal or State income taxation or contests the powers of the Community Facilities District which may result in any material adverse change relating to the financial condition of the Community Facilities District; or (iv) contests the completeness or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto or asserts that the Preliminary Official Statement or the Official Statement contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and as of the time of acceptance hereof there is and, as of the Closing Date, there will be no basis for any action, suit, proceeding, inquiry or investigation of the nature described in clauses (i) through (iv) of this sentence.

M. Any certificate signed on behalf of the Community Facilities District by any officer or employee of the Community Facilities District authorized to do so shall be deemed a representation and warranty by the Community Facilities District to the Underwriter on behalf of itself and the Community Facilities District as to the statements made therein.

N. At or prior to the Closing the Community Facilities District will have duly authorized, executed and delivered the Continuing Disclosure Agreement in substantially the form attached as Appendix D to the Official Statement. Based upon a review of its previous undertakings, and except as disclosed in the Preliminary Official Statement, the Community Facilities District, the City and its related governmental entities, and the Successor Agency to the Redevelopment Agency of the City of Perris have not failed to comply in all respects with any previous undertakings with regard to the Rule to provide annual reports or notices of enumerated events in the last five years.

O. The Community Facilities District will apply the proceeds of the Bonds in accordance with the Fiscal Agent Agreement and as described in the Official Statement.

P. Until such time as moneys have been set aside in an amount sufficient to pay all then outstanding Bonds at maturity or to the date of redemption if redeemed prior to maturity, plus unpaid interest thereon and premium, if any, to maturity or to the date of redemption if redeemed prior to maturity, the Community Facilities District will faithfully perform and abide by all of the covenants, undertakings and provisions contained in the Fiscal Agent Agreement.

Q. Between the date of this Purchase Agreement and the date of Closing, the Community Facilities District will not offer or issue any bonds, notes or other obligations for borrowed money not previously disclosed to the Underwriter.

The Community Facilities District hereby approves the preparation and distribution of the Official Statement, consisting of the Preliminary Official Statement with such changes as are noted thereon and as may be made thereto, with the approval of Bond Counsel, Disclosure Counsel and the Underwriter, from time to time prior to the Closing Date.

The execution and delivery of this Purchase Agreement by the Community Facilities District shall constitute a representation by the Community Facilities District to the Underwriter that the representations and warranties contained in this Section 3 with respect to the Community Facilities District are true as of the date hereof.

4. Conditions to the Obligations of the Underwriter. The obligation of the Underwriter to accept delivery of and pay for the Bonds on the Closing Date shall be subject, at the option of the Underwriter, to the accuracy in all material respects of the representations and warranties on the part of the Community Facilities District contained herein, to the accuracy in all material respects of the statements of the officers and other officials of the Community Facilities District made in any certificates or other documents furnished pursuant to the provisions hereof, to the performance by the Community Facilities District of its obligations to be performed hereunder at or prior to the Closing Date, and in reliance upon the representations and covenants of the Master Developer contained in the certificates delivered as of the Closing Date, and to the following additional conditions:

A. At the Closing Date, the Community Facilities District Resolutions and the Community Facilities District Documents shall be in full force and effect, and shall not have been amended, modified or supplemented, except as may have been agreed to in writing by the Underwriter, and there shall have been taken in connection therewith, with the issuance of the Bonds and with the Bonds, and with the transactions contemplated thereby, and by this Purchase Agreement, all such actions as, in the opinion of Bond Counsel, shall be necessary and appropriate.

B. At the Closing Date, except as described in the Official Statement, the City shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, and the performance of the conditions precedent to be performed hereunder will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the City is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance of the conditions precedent to be performed by the City hereunder.

C. At the Closing Date, except as described in the Official Statement, the Community Facilities District shall not be, in any respect material to the transactions referred to herein or contemplated hereby, in breach of or in default under, any law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, and

the performance by the Community Facilities District of its obligations under the Bonds, the Community Facilities District Resolutions, the Fiscal Agent Agreement, and any other instruments contemplated by any of such documents, and compliance with the provisions of each thereof, or the performance of the conditions precedent to be performed hereunder, will not conflict with or constitute a breach of or default under any applicable law or administrative rule or regulation of the State of California, the United States of America, or of any department, division, agency or instrumentality of either thereof, or under any applicable court or administrative decree or order, or under any loan agreement, note, resolution, indenture, contract, agreement or other instrument to which the Community Facilities District is a party or is otherwise subject or bound, in any manner which would materially and adversely affect the performance by the Community Facilities District of its obligations under the Fiscal Agent Agreement, the Bonds or the performance of the conditions precedent to be performed by the Community Facilities District hereunder.

D. The information contained in the Official Statement is, as of the Closing Date and as of the date of any supplement or amendment thereto pursuant hereto, will be true and correct in all material respects and does not, as of the Closing Date or as of the date of any supplement or amendment thereto, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

E. Between the date hereof and the Closing Date, the market price or marketability, at the initial offering prices set forth on the inside cover page of the Official Statement, of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds, shall not have been materially adversely affected, in the judgment of the Underwriter (evidenced by a written notice to the Community Facilities District terminating the obligation of the Underwriter to accept delivery of and pay for the Bonds), by reason of any of the following:

1. Legislation introduced in or enacted (or resolution passed) by the Congress of the United States of America or recommended to the Congress by the President of the United States, the Department of the Treasury, the Internal Revenue Service, or any member of Congress, or favorably reported for passage to either House of Congress by any committee of such House to which such legislation had been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States of America or by the Tax Court of the United States of America, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Treasury Department of the United States of America or the Internal Revenue Service, with the purpose or effect, directly or indirectly, of imposing federal income taxation upon such interest as would be received by any owners of the Bonds beyond the extent to which such interest is subject to taxation as of the date hereof; or

2. Legislation introduced in or enacted (or resolution passed) by the Congress or an order, decree or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary or proposed), press release or other form of notice issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, as amended, or that the Fiscal Agent Agreement is not exempt from qualification under or other requirements of the Trust Indenture Act of 1939, as amended, or that the issuance, offering or sale of obligations of the general character of the Bonds,

including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect; or

3. A general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; or

4. The introduction, proposal or enactment of any amendment to the Federal or California Constitution or any action by any Federal or California court, legislative body, regulatory body or other authority materially adversely affecting the tax status of the Community Facilities District, its property, income, securities (or interest thereon), the validity or enforceability of Special Taxes, or the ability of the Community Facilities District to issue the Bonds as contemplated by the Fiscal Agent Agreement and the Official Statement; or

5. Any event occurring, or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement or in the Official Statement, or has the effect that the Preliminary Official Statement or the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

6. Any national securities exchange, the Comptroller of the Currency, or any other governmental authority, shall impose as to the Bonds, or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter; or

7. There shall have occurred (1) an outbreak or escalation of hostilities or the declaration by the United States of a national emergency or war or (2) any other calamity or crisis in the financial markets of the United States or elsewhere or the escalation of such calamity or crisis; or

8. Except as disclosed in or contemplated by the Official Statement, any material adverse change in the affairs of the City or Community Facilities District shall have occurred; or

9. Any event or circumstance shall exist that either makes untrue or incorrect in any material respect any statement or information in the Official Statement (other than any statement provided by the Underwriter) or is not reflected in the Official Statement but should be reflected therein in order to make the statements therein, in the light of the circumstances under which they were made, not misleading and, in either such event, the Community Facilities District refuses to permit the Official Statement to be supplemented to supply such statement or information, or the effect of the Official Statement as so supplemented is to materially adversely affect the market price or marketability of the Bonds or the ability of the Underwriter to enforce contracts for the sale of the Bonds; or

10. A general banking moratorium shall have been declared by federal or State authorities having jurisdiction and be in force; or

11. A material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

12. Any new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or the extension of credit by, or a charge to the net capital requirements of, underwriters shall have been established by the New York Stock Exchange, the SEC, any other federal or State agency or the Congress of the United States, or by Executive Order; or

13. A decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds, including the underlying obligations as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended; or

14. Any proceeding shall have been commenced or be threatened in writing by the Securities and Exchange Commission against the City or the Community Facilities District; or

15. The commencement of any Action.

F. At or prior to the Closing Date, the Underwriter shall have received a counterpart original or certified copy of the following documents, in each case satisfactory in form and substance to the Underwriter:

1. The Official Statement, executed on behalf of the Community Facilities District by an authorized officer;

2. The Fiscal Agent Agreement, duly executed and delivered by the Community Facilities District and the Fiscal Agent;

3. The Community Facilities District Resolution, the Community Facilities District Documents and the Formation Documents, together with a certificate dated as of the Closing Date of the City Clerk to the effect that the Community Facilities District Resolutions are true, correct and complete copies of the ones duly adopted by the City Council;

4. The Continuing Disclosure Agreement executed and delivered by an authorized officer the Community Facilities District;

5. An unqualified approving opinion for the Bonds, dated the Closing Date and addressed to the Community Facilities District, of Bond Counsel, to the effect that the Bonds are the valid, legal and binding obligations of the Community Facilities District and that the interest thereon is excluded from gross income for federal income tax purposes and exempt from personal income taxes of the State of California, in substantially the form included as Appendix C to

the Official Statement, together with a letter of Bond Counsel, dated the Closing Date and addressed to the Underwriter, to the effect that such opinion addressed to the Community Facilities District may be relied upon by the Underwriter to the same extent as if such opinion was addressed to it;

6. A supplemental opinion or opinions, dated the Closing Date and addressed to the Underwriter, of Bond Counsel, to the effect that:

(i) this Purchase Agreement and the Continuing Disclosure Agreement have been duly authorized, executed and delivered by the Community Facilities District and, assuming due authorization, execution and delivery by the other parties thereto, as applicable, constitutes the legal, valid and binding obligations of the Community Facilities District and are enforceable in accordance with their terms, except to the extent that enforceability may be limited by moratorium, bankruptcy, reorganization, insolvency or other similar laws affecting creditors' rights generally or by the exercise of judicial discretion in accordance with general principles of equity or otherwise in appropriate cases and by limitations on legal remedies against public agencies in the State;

(ii) the Bonds are not subject to the registration requirements of the Securities Act of 1933, as amended, and the Fiscal Agent Agreement is exempt from qualification under the Trust Indenture Act of 1939, as amended;

(iii) the information contained in the Official Statement on the cover and under the captions "THE BONDS" (other than the caption "Estimated Debt Service Schedule"), "SECURITY FOR THE BONDS," "LEGAL MATTERS – Tax Matters" and in Appendices A and C to the Official Statement, are accurate insofar as such statements purport to summarize certain provisions of the Bonds, the Fiscal Agent Agreement, and Bond Counsel's final approving opinion.

7. The letter of Disclosure Counsel, dated the Closing Date and addressed to the Community Facilities District and to the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, but on the basis of their participation in conferences with representatives of the Community Facilities District, the Special Tax Consultant and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date and the date of this Purchase Agreement and the Official Statement as of its date and as of the Closing Date contained or contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial statements or other financial, statistical or engineering data or forecasts, numbers, charts, estimates, projections, assumptions, or expressions of opinion, any information about valuation, appraisals, absorption, archeological or environmental matters, or any information with respect to the City, or any information about DTC or the book-entry-only system);

8. A certificate dated the Closing Date and signed by an authorized representative of the Community Facilities District or an authorized designee, on behalf of the Community Facilities District to the effect that: (i) the representations and warranties made by the Community Facilities District contained herein are true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; (ii) to the best knowledge of

such officer, no event has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect; and (iii) the Community Facilities District has complied with all the agreements and satisfied all the conditions on its part to be satisfied under this Purchase Agreement, the Community Facilities District Resolutions, and the Community Facilities District Documents at or prior to the Closing Date;

9. An opinion of the City Attorney dated the date of Closing and addressed to the Underwriter and the City, to the effect that:

(i) The City is a municipal corporation and general law city, duly organized and existing under the Constitution and laws of the State of California;

(ii) The Community Facilities District Resolutions have been duly adopted at meetings of the City Council, which were called and held pursuant to law and with all public notice required by law and at which a quorum was present and acting throughout, and the Community Facilities District Resolutions are in full force and effect and have not been modified, amended, rescinded or repealed since the respective dates of their adoption;

(iii) The Community Facilities District Documents and the Official Statement have been duly authorized, executed and delivered by the City and the Community Facilities District Documents constitute the legal, valid and binding obligations of the Community Facilities District enforceable against the Community Facilities District in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights, to the application of equitable principles where equitable remedies are sought and to the exercise of judicial discretion in appropriate cases;

(iv) Except as may be stated in the Official Statement, there is no action, suit, proceeding or investigation before or by any court, public board or body pending (notice of which has been served on the City or the Community Facilities District) or, to such counsel's knowledge, threatened wherein an unfavorable decision, ruling or finding would: (a) affect the creation, organization, existence or powers of the City, or the titles of its members and officers to their respective offices; or (b) affect the validity of the Community Facilities District Documents or restrain or enjoin the repayment of the Bonds or in any way contest or affect the validity of the Community Facilities District Documents or contest the authority of the Community Facilities District to enter into or perform its obligations under any of the Community Facilities District Documents, questions the right of the Community Facilities District to use Special Taxes levied within the Community Facilities District for the repayment of the Bonds or affects in any manner the right or ability of the Community Facilities District to collect the Special Taxes or pledge the Special Tax Revenues and Redemption Revenues levied within the Community Facilities District for the repayment of the Bonds;

10. A certificate dated the Closing Date from Integra Realty Resources (the "**Appraiser**") to the effect that: (i) the statements in the Official Statement provided by the Appraiser and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading and (ii) no events

or occurrences have been ascertained by the Appraiser or have come to the Appraiser's attention since August 14, 2026 that would materially change the opinion set forth in the Appraisal;

11. A certificate dated the Closing Date from Willdan Financial Services, LLC (the "**Special Tax Consultant**") to the effect that: (i) the Special Tax if collected in the maximum amounts permitted pursuant to the Rate and Method of Apportionment of Special Taxes of the Community Facilities District as of the Closing Date would generate at least 110% of the annual debt service payable with respect to the Bonds plus Administrative Expenses in each year, based on such assumptions and qualifications as shall be acceptable to the Underwriter; and (ii) the statements in the Official Statement provided by the Special Tax Consultant concerning Special Taxes in the Community Facilities District and all information supplied by it for use in the Official Statement were as of the date of the Official Statement and are as of the Closing Date true and correct, and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading;

12. Certified copies of the general resolution of the Fiscal Agent authorizing the execution and delivery of certain documents by certain officers of the Fiscal Agent, which resolution authorizes the execution of the Fiscal Agent Agreement and the authentication of the Bonds;

13. A certificate of the Fiscal Agent, dated the Closing Date, to the effect that: (i) the Fiscal Agent is authorized to carry out corporate trust powers, and has full power and authority to perform its duties under the Fiscal Agent Agreement; (ii) the Fiscal Agent is duly authorized to execute and deliver the Fiscal Agent Agreement, to accept the obligations created by the Fiscal Agent Agreement and to authenticate the Bonds pursuant to the terms of the Fiscal Agent Agreement; (iii) no consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Fiscal Agent that has not been obtained is or will be required for the authentication of the Bonds or the consummation by the Fiscal Agent of the other transactions contemplated to be performed by the Fiscal Agent in connection with the authentication of the Bonds and the acceptance and performance of the obligations created by the Fiscal Agent Agreement; and (iv) to the best of its knowledge, compliance with the terms of the Fiscal Agent Agreement will not conflict with, or result in a violation or breach of, or constitute a default under, any loan agreement, indenture, bond, note, resolution or any other agreement or instrument to which the Fiscal Agent is a party or by which it is bound, or any law or any rule, regulation, order or decree of any court or governmental agency or body having jurisdiction over the Fiscal Agent or any of its activities or properties;

14. An opinion of counsel to the Fiscal Agent dated the Closing Date, addressed to the Underwriter, and the Community Facilities District to the effect that the Fiscal Agent is a national banking association duly organized and validly existing under the laws of the United States having full power and being qualified to enter into, accept and agree to the provisions of the Fiscal Agent Agreement, and that such documents has been duly authorized, executed and delivered by the Fiscal Agent, and, assuming due execution and delivery by the other parties thereto, constitutes the legal, valid and binding obligation of the Fiscal Agent, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, moratorium and other laws affecting the enforcement of creditors' rights in general and except as such enforceability may be limited by the application of equitable principles if equitable remedies are sought;

15. A certificate of the Community Facilities District dated the Closing Date, in a form acceptable to Bond Counsel and the Underwriter, that the Bonds are not arbitrage bonds within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended;

16. An opinion of counsel to the Master Developer, dated the date of the Closing, addressed to the Underwriter and the Community Facilities District, in form and substance acceptable to the Underwriter and Bond Counsel;

17. A Letter of Representations from the Master Developer, dated the date of the Preliminary Official Statement, substantially in the form attached hereto as Exhibit B;

18. A Closing Certificate of the Master Developer, dated the date of the Closing, substantially in the form attached as an exhibit to Exhibit B hereto or as such Closing Certificate may be modified with the approval of the Underwriter and Disclosure Counsel;

19. The Continuing Disclosure Certificate executed and delivered by the Master Developer in substantially the form attached as Appendix E to the Official Statement;

20. An opinion of Kutak Rock LLP, counsel to the Underwriter ("**Underwriter's Counsel**"), dated the date of Closing and addressed to the Underwriter in form and substance acceptable to the Underwriter; and

21. Such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably request to evidence the truth and accuracy, as of the date hereof and as of the Closing Date, of the material representations and warranties of the Community Facilities District contained herein, and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Community Facilities District at or prior to the Closing of all agreements then to be performed and all conditions then to be satisfied by the Community Facilities District in connection with the transactions contemplated hereby and by the Fiscal Agent Agreement and the Official Statement.

If the Community Facilities District shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds contained in this Purchase Agreement, or if the obligations of the Underwriter to purchase, accept delivery of and pay for the Bonds shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement shall terminate and neither the Community Facilities District nor the Underwriter shall be under any further obligation hereunder, except that the respective obligations of the Underwriter and the Community Facilities District set forth in Section 5 hereof shall continue in full force and effect.

5. Expenses. Whether or not the transactions contemplated by this Purchase Agreement are consummated, the Underwriter shall be under no obligation to pay, and the Community Facilities District shall pay only from the proceeds of the Bonds, or any other legally available funds of the City, or the Community Facilities District, but only as the Community Facilities District and such other party providing such services may agree, all expenses and costs of the Community Facilities District incident to the performance of its obligations in connection with the authorization, execution, sale and delivery of the Bonds to the Underwriter, including, without limitation, printing costs, rating agency fees and charges, initial fees of the Fiscal Agent, including fees and disbursements of its counsel, if any, fees and disbursements of Bond Counsel, Disclosure Counsel and other professional advisors employed by the City, costs of preparation, printing, signing, transportation, delivery and

safekeeping of the Bonds and for expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter on behalf of the City's employees which are incidental to implementing this Purchase Agreement, including, but not limited to, meals, transportation, lodging, and entertainment of those employees. The Underwriter shall pay all out-of-pocket expenses of the Underwriter, including, without limitation, advertising expenses, the California Debt and Investment Advisory Commission fee, CUSIP Services Bureau charges, regulatory fees imposed on new securities issuers and any and all other expenses incurred by the Underwriter in connection with the public offering and distribution of the Bonds, including fees and disbursements of Underwriter's Counsel. Any meals in connection with or adjacent to meetings, rating agency presentations, pricing activities or other transaction-related activities shall be considered an expense of the transaction and included in the expense component of the Underwriter's discount.

6. Notices. Any notice of other communication to be given to the Community Facilities District or the City under this Purchase Agreement may be given by delivering the same in writing to the City of Perris, 101 North D Street, Perris, California 92570, Attention: City Manager; any notice or other communication to be given to the Underwriter under this Purchase Agreement may be given by delivering the same in writing to Oppenheimer & Co. Inc., 135 Main Street, Suite 1700, San Francisco, CA 94105, Attention: Municipal Capital Markets Group.

7. Parties In Interest. This Purchase Agreement is made solely for the benefit of the Community Facilities District and Underwriter (including any successors or assignees of the Underwriter) and no other person shall acquire or have any right hereunder or by virtue hereof.

8. Survival of Representations and Warranties. The representations and warranties of the Community Facilities District under this Purchase Agreement shall not be deemed to have been discharged, satisfied or otherwise rendered void by reason of the Closing and regardless of any investigations made by or on behalf of the Underwriter (or statements as to the results of such investigations) concerning such representations and statements of the Community Facilities District and regardless of delivery of and payment for the Bonds.

9. Execution in Counterparts. This Purchase Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

10. No Prior Agreements. This Purchase Agreement supersedes and replaces all prior negotiations, agreements and understanding among the parties hereto in relation to the sale of the Bonds by the Community Facilities District.

11. Governing Law. This Purchase Agreement shall be governed by the laws of the State of California.

12. Effective Date. This Purchase Agreement shall become effective and binding upon the respective parties hereto upon the execution of the acceptance hereof by the Community Facilities District and shall be valid and enforceable as of the time of such acceptance.

Very truly yours,

OPPENHEIMER & CO. INC.

By: _____
Its: Authorized Officer

The foregoing is hereby agreed to and accepted as of the date first above written:

COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS

By: _____
Authorized Officer

Time of Execution: _____ California time

EXHIBIT A

$_____
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

MATURITY SCHEDULE

Maturity (September 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
2038							
2039							
2040							
2041							
2042							
2043							
2044							
2045							
2046							
20__ (T)							
20__ (T)							

(T) Term Bond.
(C) Priced to optional call at [par] on September 1, 20___.
* At the time of execution of this Purchase Agreement and assuming orders are confirmed by the close of the business day immediately following the date of this Purchase Agreement.

EXHIBIT B

COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

LETTER OF REPRESENTATIONS OF IDI LOGISTICS, LLC

[TO COME]

EXHIBIT C

$_____
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

FORM OF ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Oppenheimer & Co. Inc. ("Oppenheimer") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned bonds (the "Bonds").

1. ***Sale of the Bonds***. As of the date of this certificate, for each Maturity of the Bonds, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Defined Terms***.

(a) *Issuer* means Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris.

(b) *Maturity* means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(c) *Public* means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(d) *Underwriter* means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

3. ***Aggregate Issue Price***. The aggregate issue price of the Bonds, being the Sale Price of each Bond is $_____ (the "Issue Price").

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Oppenheimer's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Aleshire & Wynder, LLP in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds.

OPPENHEIMER & CO. INC.

By:_____

Name:_____

Dated: [Closing Date]

SCHEDULE A

SALE PRICES

(*To be Attached*)

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold, nor may offers to buy them be accepted, prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of, these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful.

ATTACHMENT 7

PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2026

NEW ISSUE-FULL BOOK ENTRY **NO RATING**

In the opinion of Aleshire & Wynder, LLP, Bond Counsel, based on existing statutes, regulations, rulings and court decisions and assuming, among other matters, compliance with certain covenants, interest on the Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes. In the opinion of Bond Counsel, interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes, however, that interest on the Bonds is included in annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on applicable corporations. Bond Counsel expresses no opinion regarding other federal or State tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, the Bonds. See "LEGAL MATTERS — Tax Matters" herein.

$12,670,000*
COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS SPECIAL TAX BONDS, 2026 SERIES

Due: September 1 as shown on inside cover **Dated: Date of Delivery**

This Official Statement describes bonds that are being issued by Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District"). The Community Facilities District 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series (the "Bonds") are being issued by the District to (i) finance certain public facilities related to the District to be owned and operated by the City of Perris (the "City") and Eastern Municipal Water District, (ii) fund a reserve account securing the Bonds and (iii) pay costs of issuance of the Bonds. See "FINANCING PLAN." The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Mello-Roos Act"), and pursuant to that certain Fiscal Agent Agreement, dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent").

The Bonds are payable from Special Tax Revenues and Redemption Revenues (as defined herein) derived from a certain annual Special Tax (as defined herein) to be levied on taxable parcels within the District and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. The Special Tax is to be levied according to the rate and method of apportionment approved by the City Council of the City and the qualified electors within the District. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and APPENDIX B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The Bonds will be issued in denominations of $5,000 or any integral multiple thereof. Interest on the Bonds is payable on each March 1 and September 1, commencing March 1, 2027. The Bonds will be initially issued only in book-entry form and registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository of the Bonds. Principal and interest (and premium, if any) on the Bonds is payable by the Fiscal Agent to DTC, which is to remit such payments to its Participants for subsequent distribution to the beneficial owners of the Bonds. See "THE BONDS — General Provisions" and — Book-Entry Only System" herein.

The Bonds are subject to optional, mandatory and special mandatory redemption prior to maturity as described herein. See "THE BONDS — Redemption."

CERTAIN EVENTS COULD AFFECT THE ABILITY OF THE DISTRICT TO PAY THE PRINCIPAL OF AND INTEREST ON THE BONDS WHEN DUE. THE PURCHASE OF THE BONDS INVOLVES SIGNIFICANT INVESTMENT RISKS, AND THE BONDS MAY NOT BE SUITABLE INVESTMENTS FOR MANY INVESTORS. SEE THE SECTION OF THIS OFFICIAL STATEMENT ENTITLED "SPECIAL RISK FACTORS" FOR A DISCUSSION OF CERTAIN RISK FACTORS THAT SHOULD BE CONSIDERED, IN ADDITION TO THE OTHER MATTERS SET FORTH HEREIN, IN EVALUATING THE INVESTMENT QUALITY OF THE BONDS.

Maturity Schedule
(see inside cover)

The Bonds will be offered when, as and if issued and received by the Underwriter, subject to the approval as to their legality by Aleshire & Wynder, LLP, Irvine, California, as Bond Counsel. Certain legal matters will be passed upon for the City and the District by Aleshire & Wynder, LLP, the City Attorney and by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, as Disclosure Counsel, for the Underwriter by its counsel, Kutak Rock LLP, Irvine, California and for the Fiscal Agent by its counsel. It is anticipated that the Bonds in definitive form will be available for delivery to DTC or its agent on or about October __, 2026.

[OPPENHEIMER LOGO]

* *Preliminary, subject to change.*

4912-2461-8956v3/022318-0014

Dated: _____, 2026

MATURITY SCHEDULE

COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

BASE CUSIP®†_____

Maturity (September 1)	***Principal Amount***	***Interest Rate***	***Yield***	***Price***	***CUSIP† No.***
	$	%	%		

$_____ _____% Term Bonds due September 1, 20__ Yield: _____% Price: _____ CUSIP No.† _____

$_____ _____% Term Bonds due September 1, 20__ Yield: _____% Price: _____ CUSIP No.† _____

---

† *CUSIP is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright© 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the City, the Underwriter or their agents or counsel assume responsibility for the accuracy of such numbers.*

CITY OF PERRIS, CALIFORNIA
COUNTY OF RIVERSIDE, CALIFORNIA

CITY COUNCIL

Michael M. Vargas, *Mayor*
David Starr Rabb, *Mayor Pro Tem*
Malcolm Corona, *Council Member*
Marisela Nava, *Council Member*
Elizabeth Vallejo, *Council Member*

CITY STAFF

Clara Miramontes, *City Manager*
Ernest Reyna, *Assistant City Manager*
Nancy Salazar, *City Clerk*
Sunny K. Soltani, Esq., Aleshire & Wynder, LLP, *City Attorney*

BOND COUNSEL

Aleshire & Wynder, LLP
Irvine, California

DISCLOSURE COUNSEL

Stradling Yocca Carlson & Rauth LLP
Newport Beach, California

MUNICIPAL ADVISOR

Fieldman, Rolapp & Associates, Inc.
Irvine, California

SPECIAL TAX CONSULTANT/DISSEMINATION AGENT

Willdan Financial Services
Temecula, California

APPRAISER

Integra Realty Resources
Los Angeles, California

FISCAL AGENT

U.S. Bank Trust Company, National Association
Los Angeles, California

Investment in the Bonds involves risks which are not appropriate for certain investors. Therefore, only persons with substantial financial resources (in net worth or income) who understand those risks should consider such an investment.

Except where otherwise indicated, all information contained in this Official Statement has been provided by the City and the District. No dealer, broker, salesperson or other person has been authorized by the City, the District, the Fiscal Agent or the Underwriter to give any information or to make any representations in connection with the offer or sale of the Bonds other than as contained herein; and, if given or made, such other information or representations must not be relied upon as having been authorized by the City, the District, the Fiscal Agent or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

The information set forth herein which has been obtained from third party sources is believed to be reliable but is not guaranteed as to accuracy or completeness by the District or the City. This Official Statement is not to be construed as a contract with the purchasers or Owners of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of fact.

The Underwriter has provided the following sentence for inclusion in this Official Statement:

> The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City, the District or any other parties described herein since the date hereof. All summaries of the Fiscal Agent Agreement or other documents are made subject to the provisions of such documents respectively and do not purport to be complete statements of any or all of such provisions. Reference is hereby made to such documents on file with the City for further information in connection therewith.

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the United States Securities Act of 1933, as amended. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "budget" or other similar words.

The achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The District does not plan to issue any updates or revisions to the forward-looking statements set forth in this Official Statement. The District is obligated to provide continuing disclosure for certain historical information only. See the caption "MISCELLANEOUS — Continuing Disclosure" herein.

THE BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, IN RELIANCE UPON AN EXEMPTION CONTAINED IN SUCH ACT. THE BONDS HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE SECURITIES LAWS OF ANY STATE.

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REGIONAL MAP

[AERIAL PHOTOS]

OFFICIAL STATEMENT

$12,670,000*
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS
SPECIAL TAX BONDS, 2026 SERIES

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and Appendices hereto (the "Official Statement"), is to provide certain information concerning the sale and issuance of the Community Facilities District 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series (the "Bonds") issued under the Fiscal Agent Agreement (defined below).

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

Capitalized terms not defined herein shall have the meaning set forth in Appendix A hereto. See APPENDIX A — "SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

Financing Purpose

Purpose of the Bonds. The Bonds are being issued by the Community Facilities District 2022-2 (Perris Logistics Center) of the City of Perris (the "District") pursuant to a Fiscal Agent Agreement dated as of October 1, 2026 (the "Fiscal Agent Agreement"), by and between the District and U.S. Bank Trust Company, National Association, as fiscal agent (the "Fiscal Agent"). The proceeds of the Bonds will be used to (i) finance certain public improvements needed with respect to the development of property located within the District, including public improvements to be owned by the City of Perris (the "City") and Eastern Municipal Water District (the "Water District"); (ii) fund a reserve account for the Bonds; and (iii) pay costs of issuance for the Bonds. See "FINANCING PLAN" herein.

The net proceeds of the Bonds, along with other available funds, will be used to finance the acquisition and construction of certain public improvements eligible to be financed by the District. See "FINANCING PLAN" herein.

The Bonds

The Bonds will be issued and will be secured under the Fiscal Agent Agreement by a pledge and lien on Special Tax Revenues and Redemption Revenues (as defined herein) and from certain other funds pledged under the Fiscal Agent Agreement, all as further described herein. Debt service on the Bonds is paid from the proceeds of Special Taxes levied on the taxable property within the District which remain after the payment of administrative expenses. Redemption Revenues consist of (a) amounts received from the redemption of the District Bonds from amounts constituting prepayments of special taxes or surplus funds, and (b) amounts received from the optional redemption of the District Bonds. See "SECURITY FOR THE BONDS" and APPENDIX B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

* *Preliminary, subject to change.*

Legal Authority

The Bonds. The Bonds are authorized to be issued pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (Section 53311 *et seq*. of the Government Code of the State of California) (the "Mello-Roos Act"), a resolution adopted on September 29, 2026, by the City Council (the "City Council"), acting as the legislative body of the District, and the Fiscal Agent Agreement. The Bonds are secured under the Fiscal Agent Agreement by a pledge of and lien upon Special Tax Revenues and Redemption Revenues (as defined herein) and all moneys in the Special Tax Fund (other than the Administrative Expense Account therein) as described in the Fiscal Agent Agreement.

Sources of Payment for the Bonds

Special Taxes. As used in this Official Statement, the term "Special Tax" means the annual Special Tax which has been authorized pursuant to the Mello-Roos Act and the Rate and Method to be levied upon taxable property within the District. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Special Taxes" and Appendix B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." See the caption "THE COMMUNITY FACILITIES DISTRICT."

Under the Fiscal Agent Agreement, the District has pledged to repay the Bonds from the Special Tax Revenues remaining after the payment of certain annual Administrative Expenses of the District and from other amounts in the Special Tax Fund (other than the Administrative Expense Account therein) established under the Fiscal Agent Agreement. The Special Taxes are the primary source of security for the repayment of the Bonds. In the event that the Special Taxes are not paid when due, the only sources of funds available to pay the debt service on the Bonds are amounts held by the Fiscal Agent in the Special Tax Fund, including amounts held in the Reserve Account therein, to the limited extent described in the Fiscal Agent Agreement. See the caption "SOURCES OF PAYMENT FOR THE BONDS — Reserve Account of the Special Tax Fund."

Additional Bonds. The Fiscal Agent Agreement authorizes the District to issue additional bonds secured by Special Taxes on a parity with the Bonds ("Additional Bonds") to finance additional public improvements needed with respect to the development of property located within the District or to refund all or a portion of the Bonds or any Additional Bonds, subject to certain conditions precedent set forth in the Fiscal Agent Agreement. See the caption "SECURITY FOR THE BONDS—Additional Bonds" and APPENDIX A — "SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

Furthermore, other public agencies whose boundaries overlap those of the District could impose additional taxes or assessment liens on the property within the District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien created on the property within the District through the levy of such additional taxes may be on a parity with the lien of the Special Taxes applicable to the property within the District. See the caption "SPECIAL RISK FACTORS—Direct and Overlapping Indebtedness."

The District

General. The District is a community facilities district organized by the City Council under the Mello-Roos Act for the purpose of providing financing for the acquisition and construction of certain public facilities to serve the property located within the District. The City Council established the District on July 25, 2023.

The District includes six non-contiguous parcels totaling approximately 339.54 gross acres zoned and entitled for industrial warehouse use which are being developed as part of a project known as the "Perris Logistics Cetner." Three of the parcels, referred to as the "North Site," are contiguous and bound by East 7th Street to the north, South Redlands Avenue to the west and East Ellis Avenue to the south, with the 215 Freeway located to the east. The other parcels, referred to as the "South Site," are contiguous and bound by Mapes Road to the north, Goetz Road to the east, and Watson road to the west. The South Site originally consisted of five

separate parcels, and on July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site; however, new Assessor's Parcel Numbers have not yet been assigned by the County. The North Site and the South Site are located within approximately two miles of each other but are not contiguous.

The first parcel in the North Site, Assessor's Parcel No. 310-170-020, is approximately 50.01 gross acres, and is currently under construction with an approximately 982,879 square foot industrial warehouse ("North Site 1"). North Site 1 has been 100% pre-leased to Medline, Inc. The second parcel in the North Site, Assessor's Parcel No. 310-170-021, is approximately 56.17 gross acres and has been developed with an approximately 1,018,178 square foot industrial warehouse building ("North Site 2") which was completed in early 2025. North Site 2 is 100% leased to Lowe's through 2035, which took occupancy of the building in April 2025. The third parcel in the North Site, Assessor's Parcel No. 310-170-016, is approximately 55.10 gross acres and has been developed with an approximately 799,522 square foot industrial warehouse building ("North Site 3") that was completed in 2023. North Site 3 is currently 100% leased to The Home Depot through 2043.

The three parcels in the South Site are each entitled for industrial warehouse use but are vacant with no vertical construction. One parcel in the South Site, (which originally consisted of Assessor's Parcel Nos. 330-120-002 and 017) is approximately 74.90 gross acres and entitled for construction of an approximately 1,385,090 square foot industrial warehouse ("South Site 1"). Another parcel in the South Site (which originally consisted of Assessor's Parcel Nos. 330-120-018 and 020), is approximately 65.25 gross acres and entitled for construction of an approximately 1,396,020 square foot industrial warehouse ("South Site 2"). The third parcel in the South Site (which originally consisted of Assessor's Parcel No. 330-120-021), is approximately 38.11 gross acres and entitled for construction of an approximately 535,207 square foot industrial warehouse ("South Site 3").

The master developer of the taxable parcels within the District is IDI Logistics, LLC, a Delaware limited liability company (the "Master Developer"). The Master Developer is an industrial real estate developer and manager formed in 1989. The Master Developer was responsible for securing the entitlements for the development of the District and the construction of the backbone and in-tract public infrastructure necessary for the development of the District. Affiliates of IDI own North Site 1, North Site 2 and South Site 3.

North Site 3 is currently owned by Recline Borrower, LLC, a Delaware limited liability company ("Recline"), which acquired North Site 3 on December 7, 2023. Recline is managed by Link Logistics Real Estate, LLC ("Link Logistics"). Link Logistics is an operator of logistics real estate in the United States which was established by Blackstone Inc., a Delaware corporation ("Blackstone") in 2019. Blackstone is the world's largest alternative asset manager, with more than $1 trillion in assets under management.

South Site 1 is currently owned by Anatolia Perris LLC, a Delaware limited liability company ("Anatolia"), which acquired South Site 1 on April 10, 2024. Anatolia is a subsidiary of Anatolia Capital Corp ("Anatolia Capital"), which is a privately owned real estate development and management company principally located in Toronto, Canada.

South Site 2 is currently owned by Silver Hollow LLC, a Delaware limited liability company ("Silver Hollow"), which acquired South Site 2 in September 2025. Silver Hollow is an affiliated entity of WW Grainger, Inc., a leading broad line distributor with operations primarily in North America and Japan.

See the captions "THE COMMUNITY FACILITIES DISTRICT" for further information with respect to the District and the development within the District.

Formation Proceedings. The District was formed on July 25, 2023 pursuant to the Mello-Roos Act. The Mello-Roos Act was enacted to provide an alternative method of financing certain public capital facilities and services, especially in developing areas of the State. Any local agency (as defined in the Mello-Roos Act) may establish a community facilities district to provide for and finance the cost of eligible public facilities and services. Generally, the legislative body of the local agency which forms a community facilities district acts on behalf of such district as its legislative body. Subject to approval by two-thirds of the votes cast at an election

and compliance with the other provisions of the Mello-Roos Act, a legislative body of a local agency may issue bonds for a community facilities district and may levy and collect a special tax within such district to repay such indebtedness.

Pursuant to the Mello-Roos Act, on May 30, 2023, the City Council adopted Resolution No. 6190 (the "Resolution of Intention"), stating its intention to form the District and to authorize the levy of a special tax on the taxable property within the District, and Resolution No. 6191, stating its intention to incur bonded indebtedness in an aggregate principal amount not to exceed $25,000,000 for the purpose of financing the design, construction and acquisition of certain public facilities to serve the area within the District.

Subsequent to a noticed public hearing on July 25, 2023, the City Council adopted Resolution Nos. 6222 and 6223 on July 25, 2023 (collectively the "Resolution of Formation"). The Resolution of Formation: (i) established the District; (ii) authorized the levy of a special tax (the "Special Tax") within the District; (iii) determined the necessity to incur bonded indebtedness in an amount not to exceed $25,000,000 within the District; and (iv) called an election within the District on the proposition of incurring bonded indebtedness, levying the Special Tax and setting an appropriations limit.

On July 25, 2023, an election was held within the District in which the property owners within the District approved the proposition authorizing the issuance of bonds in an amount not to exceed $25,000,000 to finance the Facilities. A Notice of Special Tax Lien for the District was recorded in the office of the County Recorder on August 4, 2023, as Document No. 2023-0226647 (the "Notice of Special Tax Lien"). On August 29, 2023, the City Council adopted Ordinance No. 1430 (the "Ordinance") which authorizes the levy of a special tax pursuant to the Rate and Method of Apportionment approved at the July 25, 2023, election (the "Rate and Method"), a copy of which is attached hereto as Appendix A.

Property Values and the Appraisal Report

An appraisal of the land and existing improvements within the District was prepared by Integra Realty Resources, Los Angeles, California, a Member Appraisal Institute, MAI appraiser (the "Appraiser"). The appraisal is dated September 9, 2026, and entitled "Appraisal of Real Property" (the "Appraisal Report"). The Appraiser has concluded in the Appraisal Report, based upon the assumptions and limiting conditions contained in the Appraisal Report, that, as of August 14, 2026 (the "Date of Value"), the aggregate minimum market value of the as-is condition of the taxable property within the District was $832,780,014, consisting of a combined appraised value of $475,120,000 for North Site 1 and the entire South Site and a combined Fiscal Year 2026-27 assessed value of $357,660,014 for North Site 2 and North Site 3. See APPENDIX F — "APPRAISAL REPORT"

The Appraisal Report is based upon a variety of assumptions and limiting conditions that are described in Appendix F . Moreover, such assumptions and limiting conditions that are described in Appendix F are based on information as of the Date of Value. The District makes no representation as to the accuracy of the Appraisal Report. See "THE COMMUNITY FACILITIES DISTRICT — Appraisal Report" and "— Estimated Value-to-Lien Ratios." There is no assurance that the property within the District can be sold for the prices set forth in the Appraisal Report or that any parcel can be sold for a price sufficient to pay the Special Tax for that parcel in the event of a default in payment of Special Taxes by the Developer. See "THE COMMUNITY FACILITIES DISTRICT" "SPECIAL RISK FACTORS — Reductions in Property Values" and APPENDIX F — "APPRAISAL REPORT" herein.

Description of the Bonds

Payments. Interest on the Bonds is payable on each March 1 and September 1, commencing March 1, 2027. Principal of and premium, if any, on the Bonds shall be payable by the Fiscal Agent. See "THE BONDS — General Provisions" and "— Book-Entry Only System" herein.

Denominations. The Bonds will be issued in denominations of $5,000 each or integral multiples thereof.

Redemption. The Bonds are subject to optional, mandatory and special mandatory redemption prior to maturity. See "THE BONDS — Redemption" herein.

Registration, Transfers And Exchanges. The Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York ("DTC"), and will be available to actual purchasers of the Bonds (the "Beneficial Owners") under the book-entry system maintained by DTC. See "THE BONDS— Book-Entry Only System."

The Bonds are not a debt of the City, and no revenues of the City are pledged to repayment of the Bonds.

Professionals Involved in the Offering

All proceedings in connection with the issuance of the Bonds are subject to the approval of Aleshire & Wynder, LLP ("Bond Counsel"). Aleshire & Wynder, LLP, as City Attorney, will render a legal opinion on certain matters for the District. Certain legal matters will be passed upon for the District by Stradling Yocca Carlson & Rauth LLP, Newport Beach, California, as disclosure counsel ("Disclosure Counsel") and for Oppenheimer & Co. Inc. (the "Underwriter"), by its counsel, Kutak Rock LLP, Irvine, California. Fieldman, Rolapp & Associates, Inc. is acting as municipal advisor (the "Municipal Advisor") to the District. Willdan Financial Services is acting as special tax consultant to the City (the "Special Tax Consultant"). U.S. Bank Trust Company, National Association, Los Angeles, California, will act as the Fiscal Agent for the Bonds.

Disclosure Counsel, the Municipal Advisor, Underwriter's Counsel and the Underwriter will receive compensation contingent upon issuance of the Bonds.

Continuing Disclosure

The District. The District will execute a Continuing Disclosure Agreement, dated as of the Closing Date, and will covenant therein for the benefit of holders and Beneficial Owners of the Bonds to provide certain financial information and operating data relating to the District in an annual report (the "Annual Report") to be filed no later than March 1 immediately following the end of the fiscal year, commencing with the Annual Report for the year ending June 30, 2026, and to provide notices of the occurrence of certain enumerated events; provided, however, that the initial Annual Report shall consist of the Official Statement only. Each Annual Report shall contain or include by reference the information set forth in the Continuing Disclosure Agreement. The Annual Report and notices of enumerated events will be filed by the District with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access system at http://emma.msrb.org/ ("EMMA"). These covenants will be made in order to assist the Underwriter in complying with Securities and Exchange Commission Rule 15c2 12(b)(5) (the "Rule"). During the last five years, the City has failed to comply in certain respects with their continuing disclosure obligations related to outstanding bonded indebtedness. See the caption "MISCELLANEOUS—Continuing Disclosure."

See "MISCELLANEOUS — Continuing Disclosure" and Appendix D for a description of the specific nature of the Annual Reports and notices of listed events to be provided by the District.

Master Developer. The Underwriter does not consider the Master Developer to be an "obligated person" with respect to the Bonds for purposes of Rule 15c2-12. Notwithstanding the foregoing, to assist in the marketing of the Bonds, the Master Developer will agree to provide, or cause to be provided to EMMA, certain updates with respect to the development within the District and notices of certain enumerated events. See Appendix E for a description of the specific nature of the semiannual reports and enumerated event notices to be filed by the Master Developer.

See "MISCELLANEOUS — Continuing Disclosure" and Appendix E for a description of the specific nature of the Annual Reports and notices of listed events to be provided by the Master Developer.

FINANCING PLAN

Purpose of Issue

The District is issuing the Bonds finance certain public improvements needed with respect to the development of property located within the District, including public improvements to be owned by the City and the Water District, to fund the Reserve Account and to pay the costs of issuing the Bonds. See "— Estimated Sources and Uses of Funds" below.

Estimated Sources and Uses of Funds

The anticipated sources and uses of funds from proceeds of the Bonds are as follows:

Sources:
Principal Amount of the Bonds
[Plus/Less] [Net] Original Issue [Premium/Discount]
Total Sources

Uses:
Improvement Fund
Reserve Account
Cost of Issuance[(1)]
Total Uses

(1) Includes fees of the Fiscal Agent, Bond Counsel, Disclosure Counsel, Municipal Advisor and Special Tax Consultant, Underwriter's discount, and other legal fees, printing costs and other related costs.

THE BONDS

General Provisions

The Bonds will be dated their date of delivery, and the Bonds will mature in the amounts and on the dates set forth on the inside front cover hereof. The Bonds will bear interest from their dated date at the rates per annum set forth on the inside front cover hereof, payable each March 1 and September 1, commencing March 1, 2027 (each, an "Interest Payment Date"). The Bonds will be issued in fully registered form in denominations of $5,000 each or any integral multiple thereof, so long as no Bond shall have more than one maturity date.

Interest on the Bonds shall be payable on each Interest Payment Date to the person whose name appears on the Registration Books as the Owner thereof as of the Record Date immediately preceding each such Interest Payment Date, such interest to be paid by check of the Fiscal Agent mailed by first-class mail, postage prepaid, on each Interest Payment Date to the Owner at the address of such Owner as it appears on the Registration Books as of the close of business on the fifteenth day of the calendar month preceding the Interest Payment Date (the "Record Date"); provided, however, that at the written request of the Owner of at least $1,000,000 in aggregate principal amount of Outstanding Bonds filed with the Fiscal Agent prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date by wire transfer of immediately available funds to an account in the continental United States designated in such written request. Any such written request shall remain in effect until rescinded in writing by the Owner. Principal of and premium (if any) on any Bond shall be paid upon presentation and surrender thereof, at maturity or the prior redemption thereof, at the Corporate Trust Office. The principal of and interest and premium (if any) on the Bonds shall be payable in lawful money of the United States of America.

Each Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated on or before the Interest Payment Date and after the close of business on the preceding record date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before February 15, 2027, in which event it shall bear interest from the Closing Date; or (c) interest with respect to any outstanding Bond is in default, such Bond shall bear interest from the Interest Payment Date to which interest has previously paid in full or made available for payment thereon payable on each Interest Payment Date. Interest on the Bonds will be computed on the basis of a 360 day year of twelve 30 day months.

The Bonds will be registered in the name of Cede & Co., as nominee of DTC. DTC will act as securities depository of the Bonds. Ownership interests in the Bonds may be purchased in book-entry form only in denominations of $5,000 and any integral multiple thereof. See the subsection hereof entitled "— Book-Entry Only System."

Redemption

Optional Redemption. The Bonds maturing on and after September 1, 20__ are subject to redemption prior to maturity at the option of the District on any Interest Payment Date on or after September 1, 20__, as a whole or in part, from such maturities as selected by the District and by lot within a maturity, from any available source of funds at the following redemption prices, expressed as a percentage of the principal amount of the Bonds to be redeemed, together with accrued interest to the date of redemption:

Redemption Dates	***Redemption Prices***
September 1, 20__ and March 1, 20__	%
September 1, 20__ and March 1, 20__	
September 1, 20__ and March 1, 20__	
September 1, 20__ and any Interest Payment Date thereafter	

Mandatory Sinking Fund Redemption. The Bonds maturing September 1, 20__, are subject to mandatory redemption in part by lot, on September 1 in each year, commencing September 1, 20__ from mandatory sinking payments made by the District as provided in the Fiscal Agent Agreement, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption in the aggregate principal amounts and on September 1 in the respective years as set forth in the following schedule; provided, however, that if some but not all of the Bonds have been redeemed pursuant to the optional redemption, special mandatory redemption from prepayment of Special Taxes or special mandatory redemption provisions as described in the Fiscal Agent Agreement, the total amount of all future sinking payments will be reduced by the aggregate principal amount of the Bonds so redeemed, to be allocated among such sinking payments on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as determined by the District.

Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Principal Amount to Be Redeemed*
(maturity)	

The Bonds maturing September 1, 20__, are subject to mandatory redemption in part by lot, on September 1 in each year, commencing September 1, 20__ from mandatory sinking payments made by the District as provided in the Fiscal Agent Agreement, at a redemption price equal to the principal amount thereof to be redeemed, without premium, plus accrued interest thereon to the date of redemption in the aggregate principal amounts and on September 1 in the respective years as set forth in the following schedule; provided, however, that if some but not all of the Bonds have been redeemed pursuant to the optional redemption, special mandatory redemption from prepayment of Special Taxes or special mandatory redemption provisions as described in the Fiscal Agent Agreement, the total amount of all future sinking payments will be reduced by the aggregate principal amount of the Bonds so redeemed, to be allocated among such sinking payments on a pro rata basis (as nearly as practicable) in integral multiples of $5,000, as determined by the District.

Bonds Maturing September 1, 20__

Sinking Fund Redemption Date (September 1)	*Principal Amount to Be Redeemed*
(maturity)	

Special Mandatory Redemption From Prepayment of Special Taxes and Surplus Funds. The Bonds are subject to mandatory redemption prior to maturity on any Interest Payment Date on or after March 1, 2027, in whole or in part from such maturities as selected by the District and by lot within a maturity, from the redemption of the Bonds from amounts constituting prepayments of Special Taxes, from amounts transferred from the Surplus Funds held under the Fiscal Agent Agreement at the following redemption prices (expressed as a percentage of the principal amount of Bonds to be redeemed) together with accrued interest thereon to the redemption date:

Redemption Dates	*Redemption Prices*
March 1, 2027 through March 1, 20__	103%
September 1, 20__ and March 1, 20__	102
September 1, 20__ and March 1, 20__	101
September 1, 20__ and any Interest Payment Date thereafter	100

See the caption "SPECIAL RISK FACTORS — Potential Early Redemption of Bonds from Prepayments or Assessment Bond Proceeds" for a discussion of the potential for a lower than expected yield on the Bonds as a result of a special mandatory redemption from prepayment of Special Taxes.

Notice of Redemption. So long as the Bonds are held by DTC, all notices of redemption will be sent only to DTC in accordance with its procedures and will not be delivered to any Beneficial Owner.

The Fiscal Agent on behalf and at the expense of the District will mail (by first-class mail) notice of any redemption to the respective Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, to the Securities Depositories and to one or more Information Services, at least thirty (30) but not more than sixty (60) days prior to the date fixed for redemption. Neither failure to receive any such notice so mailed nor any defect therein will affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice will state the date of the notice, the redemption date, and the redemption price and will designate the CUSIP numbers, the Bond numbers (but only if less than all of the Outstanding Bonds are to be redeemed) and the maturity of the Bonds to be redeemed, and will require that such Bonds be then surrendered at the Corporate Trust Office of the Fiscal Agent for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

If at the time of mailing of any notice of optional redemption has not been deposited with the Fiscal Agent moneys sufficient to redeem all the Bonds called for redemption, such notice will state that it is subject to the deposit of the redemption moneys with the Fiscal Agent not later than the opening of business on the redemption date and will be of no effect unless such moneys are so deposited.

The District will have the right to rescind any notice of optional redemption by written notice to the Fiscal Agent on or prior to the date fixed for redemption. Any notice of such redemption will be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an event of default under the Fiscal Agent Agreement. The District and the Fiscal Agent will have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Fiscal Agent will send notice of such rescission of redemption in the same manner as the original notice of redemption was sent.

In addition to the foregoing notice, further notice will be given by the Fiscal Agent in said form by first-class mail to any Bond Owner whose Bond has been called for redemption but who has failed to tender his Bond for payment by the date which is sixty days after the redemption date, but no defect in said further notice nor any failure to give all or any portion of such further notice will in any manner defeat the effectiveness of a call for redemption.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall, to the extent practicable, bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then, upon surrender of such Bond, the District will execute and the Fiscal Agent will authenticate and deliver to the Owner thereof, at the expense of the District, a new Bond or Bonds of the same series and maturity date, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the principal of and interest (and premium, if any) on the Bonds so called for redemption have been duly provided, such Bonds so called will cease to be entitled to any benefit under the Fiscal Agent Agreement other than the right to receive payment of the redemption price, and no interest will accrue thereon from and after the redemption date specified in such notice. All Bonds redeemed pursuant to the Fiscal Agent Agreement shall be canceled and destroyed.

District Notice. Notwithstanding any provisions in the Fiscal Agent Agreement to the contrary, upon any optional redemption or special mandatory redemption (other than sinking fund redemption) in part, the

District will deliver a Written Certificate to the Fiscal Agent at least sixty (60) days prior to the proposed redemption date or such later date as shall be acceptable to the Fiscal Agent in the sole determination of the Fiscal Agent, so stating that the remaining payments of principal and interest on the Bonds, together with other Revenues will be sufficient on a timely basis to pay debt service on the Bonds. The District will certify in such Written Certificate that sufficient moneys for purposes of such redemption are or will be on deposit in the Redemption Fund, and is required to deliver such moneys to the Fiscal Agent together with other Redemption Revenues, if any, then to be delivered to the Fiscal Agent, which moneys are required to be identified to the Fiscal Agent in the Written Certificate delivered with the Redemption Revenues.

Book-Entry Only System

The Bonds will be issued as fully registered bonds, registered in the name of Cede & Co. as nominee of DTC, and will be available to the Beneficial Owners purchasing interests in the Bonds in the Authorized Denominations, under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described herein. Beneficial Owners will not be entitled to receive physical delivery of the Bonds. While the Bonds are subject to the book-entry system, the principal, interest and any redemption premium will be paid by the Fiscal Agent to DTC, which in turn is obligated to remit such payment to its DTC Participants for subsequent disbursement to Beneficial Owners of the Bonds. **The District gives no assurance that DTC or the DTC Participants will distribute payments or notices to Beneficial Owners.** See APPENDIX F — "DTC AND THE BOOK-ENTRY ONLY SYSTEM." In the event that the book-entry-only system is no longer used with respect to the Bonds, the Bonds will be registered and transferred in accordance with the Fiscal Agent Agreement.

Estimated Debt Service Schedule

The table below presents the debt service schedule for the Bonds (including mandatory sinking fund redemption) assuming there is no optional or special mandatory redemption of the Bonds prior to maturity.

DEBT SERVICE SCHEDULE FOR THE BONDS

Year Ending September 1	*Bonds Principal*	*Bonds Interest*	*Total Debt Service*
2027	$	$	$
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
2054			
2055			
2056			
Total	$	$	$

Source: The Underwriter.

Annual debt service for the Bonds has been structured so that, assuming no delinquencies, Special Taxes levied on the property within the North Site will generate in each Fiscal Year not less than 110% of debt service payable and Administrative Expenses (which are estimated at approximately $20,000 for the District for Fiscal Year 2026-27, and are expected to escalate at 2% per Fiscal Year), with respect to the Bonds in the calendar year that begins in that Fiscal Year. See "—Rate and Method of Apportionment" and APPENDIX B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

SECURITY FOR THE BONDS

General

The Bonds issued by the District are limited obligations of the District and are secured by Special Tax Revenues and Redemption Revenues, amounts on deposit in the Special Tax Fund, the Bond Fund and the

Redemption Fund established under the Fiscal Agent Agreement. The Bonds are payable from Special Tax Revenues and amounts on deposit in the Special Tax Fund after the payment of budgeted Administrative Expenses. The District's limited obligation to pay the principal of, premium, if any, and interest on the Bonds from Special Tax Revenues and Redemption Revenues and from certain funds pledged therefor under the Fiscal Agent Agreement is absolute and unconditional.

No Bonds issued by the District (and no Additional Bonds issued under the Fiscal Agent Agreement relating to a Bond) is a legal or equitable pledge, charge, lien or encumbrance upon any of such District's property, or upon any of its income, receipts or revenues, except the Special Tax Revenues and Redemption Revenues collected in the District and certain funds pledged therefor under the Fiscal Agent Agreement (subject to the payment of Administrative Expenses). The Bonds are not secured by the facilities financed with the Bonds, nor any insurance proceeds related thereto. Additionally, the Bonds are not cross-collateralized. In other words, the Special Taxes from one District of the District cannot be used directly to cover any shortfall in the payment of debt service on the Bonds of another District of the District.

Except for the Special Tax Revenues and Redemption Revenues and amounts on deposit in certain funds and accounts under the Fiscal Agent Agreement, no other property of the District or the City and neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or related interest, and no Owner of the Bonds may compel the exercise of taxing power by the City or the District or the forfeiture of any of its property. The principal of and interest on the Bonds and premiums upon the redemption thereof, if any, are not a debt of the District or the City, the State of California or any of its political subdivisions within the meaning of any constitutional or statutory limitation or restriction.

Special Tax Revenues and Redemption Revenue

Special Tax Revenues. The "Special Tax Revenues" pledged by the District for the Bonds (and any Additional Bonds) is defined in the Fiscal Agent Agreement as (the proceeds of the Special Taxes received by the District, including any scheduled payments and any prepayments thereof, interest thereon and proceeds of the redemption or sale of property sold as a result of foreclosure of the lien of the Special Taxes. Notwithstanding the foregoing, "Special Tax Revenues" do not include any penalties or interest in excess of the interest payable on the Bonds collected in connection with delinquent Special Taxes.

"Special Taxes" means the special taxes levied within the District pursuant to the Mello-Roos Act, the Ordinance and the Fiscal Agent Agreement. The Special Taxes are collected in the manner and at the same time as *ad valorem* property taxes are collected and is subject to the same penalties and the same procedure, sale, and lien priority in case of delinquency as is provided for *ad valorem* property taxes. See "THE COMMUNITY FACILITIES DISTRICT" and APPENDIX B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX."

The City has established a fund known as the "Special Taxes Receipt Fund." The City will deposit Special Taxes when received in the account within the Special Taxes Receipt Fund established for the District and immediately thereafter transfer such amounts to the Fiscal Agent for deposit in the Special Tax Fund.

The Fiscal Agent, under the Fiscal Agent Agreement, will, on each date on which the Special Tax Revenues are received from the District, deposit the Special Tax Revenues in the Special Tax Fund applicable to such District. After depositing an amount of Special Tax Revenues budgeted for Administrative Expenses to the Administrative Expense Fund pursuant to a written direction of the District, no later than ten (10) Business Days prior to each Interest Payment Date, the Fiscal Agent will withdraw from the Special Tax Fund and transfer to the Bond Fund the following amounts:

(1) To the Interest Account of the Bond Fund, an amount such that the balance in the Interest Account shall be equal to the installment of interest due on the applicable Bonds, and Additional Bonds on said Interest Payment Date; and

(2) To the Principal Account of the Bond Fund, an amount such that the balance in the Principal Account shall at least equal the principal payment (including mandatory sinking payments) due on the applicable Bonds, and Additional Bonds on said Interest Payment Date.

Administrative Expense Fund. The Fiscal Agent Agreement each establish an Administrative Expense Fund held by the Fiscal Agent. The Fiscal Agent will deposit in the Administrative Expense Fund the amount budgeted and levied for Administrative Expenses of the District. The District budgeted Administrative Expenses of approximately $20,000 in Fiscal Year 2026-27 for the District. Administrative Expenses are projected to increase at a rate of 2% annually. Amounts in the Administrative Expense Fund will be withdrawn by the Fiscal Agent and paid to the District or the City or upon its order to pay Administrative Expenses. Annually, at least five (5) days prior to the last day of each Bond Year, the Fiscal Agent will withdraw any amounts then remaining in the Administrative Expense Fund that have not been allocated to pay Administrative Expenses incurred but not yet paid, and which are not otherwise encumbered or expected to be needed for the purposes of such fund, and transfer such amounts to the Special Tax Fund.

Redemption Fund; Redemption Revenue. The Fiscal Agent Agreement each establish a Redemption Fund (which fund will consist of a "Special Mandatory Redemption Account"), to the credit of which the District, or the City on behalf of the District, shall deposit, immediately upon receipt, all Redemption Revenues received by such District or the City on behalf of the District. Redemption Revenue, as such term is used herein includes: (a) any amounts transferred for the optional redemption of Bonds, (b) amounts transferred from the Surplus Fund for the redemption of Bonds, and (c) any amounts deposited for the Special Mandatory Redemption from prepayment of Special Taxes.

Moneys in each Redemption Fund will be held by the Fiscal Agent for the benefit of the District and the Owners of the applicable Bonds, will be disbursed as provided below and, pending any disbursement, will be subject to a lien in favor of the Owners of the applicable Bonds. Moneys in each Redemption Fund will be applied as follows:

(1) All prepayments of Special Taxes and amounts transferred from the Surplus Fund for the redemption of Bonds and Additional Bonds or transferred from the District under the Fiscal Agent Agreement and/or any Additional Fiscal Agent Agreement for the redemption of the Bonds, and Additional Bonds will be deposited in the Special Mandatory Redemption Account to be used to redeem the Bonds and Additional Bonds on the next date for which notice of redemption can timely be given.

(2) Any amounts deposited for the optional redemption of the Bonds, and Additional Bonds will be deposited into the Optional Redemption Account to be used to redeem the Bonds, and Additional Bonds on the next date for which notice of redemption can timely be given.

Rate and Method of Apportionment

The Rate and Method for the Improvement Area is contained in APPENDIX B — "RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX." All capitalized terms used in this caption "—Rate and Method of Apportionment" and not defined shall have the meaning set forth in Appendix B.

The Rate and Method imposes a Maximum Special Tax applicable to Assessor's Parcels within the District. Each Fiscal Year, each Assessor's Parcel within the District is required to be classified as Taxable Property, Exempt Property or Provisional Property and all such Taxable Property is subject to the levy of Special Taxes in accordance with the Rate and Method. "Taxable Property" means all of the Assessor's Parcels within the boundaries of the District, which are not exempt from the levy of the Special Tax pursuant to law or Section 8

of the Rate and Method. "Provisional Property" means all Assessor's Parcels of Public Property, or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8 of the Rate and Method, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below 327.658 Acres.

The Maximum Special Tax applicable to an Assessor's Parcel classified as Taxable Property or Provisional Property for Fiscal Year 2026-27 is $4,669 per Acre. Each July 1, the Maximum Special Tax rates for Taxable Property and Provisional Property increase by two percent of the amount in effect the prior Fiscal Year.

For each Fiscal Year, the Special Tax Requirement is to be satisfied by levying the Special Tax on all Taxable Property first by levying the Special Tax Proportionately on each Assessor's Parcel of Taxable Property in an amount up to 100% of the applicable Maximum Special Tax, and, if additional monies are needed to satisfy the Special Tax Requirement, second by levying the Special Tax Proportionately on each Assessor's Parcel of Provisional Property. "Special Tax Requirement" means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds for deposit in the Improvement Fund to pay directly or reimburse Developer for acquisition or construction of Facilities or Authorized Fees; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

The Rate and Method provides that the Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed 50 Fiscal Years, commencing with Fiscal Year 2023-24, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2022-2 Bonds have been paid and the City has not instructed the CFD Administrator to continue levying.

Table 1 below sets forth the project Fiscal Year 2026-27 Special Tax levy within the District.

TABLE 1
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
FISCAL YEAR 2026-27 SPECIAL TAX LEVY

Land Use Classification	*# of Parcels*[(1)]	*Maximum Special Tax Per Acre*[(2)]	*Fiscal Year 2026-27 Applied Rate*	*Fiscal Year 2026-27 Dollars Levied*
Taxable Property	8	$4,669	$4,669	$1,529,668

(1) On July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site, one for each of South Site 1, South Site 2 and South Site 3, which results in the District consisting of a total of six separate taxable parcels. However, new Assessor's Parcel Numbers have not yet been assigned by the County.
(2) The Maximum Special Tax escalates 2% each year.
Source: Willdan Financial Services.

Special Taxes Are Not Within Teeter Plan

The Special Taxes are not encompassed within the alternate procedure for the distribution of certain property tax levies on the secured roll pursuant to Chapter 3, Part 8, Division 1 of the California Revenue and Taxation Code (Section 4701 *et seq.*), commonly referred to as the "Teeter Plan." The County has adopted a

Teeter Plan under which a tax distribution procedure is implemented and secured roll taxes are distributed to taxing agencies with the County on the basis of the tax levy, rather than on the basis of actual tax collections. However, by policy, the County does not include special taxes, assessments, or reassessments in its Teeter Plan. The Special Taxes of the District are not included in the County's Teeter Plan.

Priority of Lien of Special Taxes

Each installment of the Special Taxes and any interest and penalties thereon, constitutes a lien on the parcel of land on which it was imposed until the same is paid. Such lien is co-equal to and independent of the lien for general taxes and any other community facilities district special taxes. See "THE COMMUNITY FACILITIES DISTRICT — Direct and Overlapping Debt" herein.

Reserve Account

A Reserve Account of the Bond Fund will be established under the Fiscal Agent Agreement which account will be held by the Fiscal Agent and will be funded in an amount equal to the Reserve Requirement. An amount of $_____, equal to the initial Reserve Requirement will be deposited into the Reserve Account from the proceeds of the Bonds. The Reserve Requirement on any calculation date will not be greater than the initial Reserve Requirement.

The Reserve Account shall be funded and maintained at the Reserve Requirement. In the event that the Fiscal Agent has actual knowledge that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Fiscal Agent shall promptly notify the District of such fact. Promptly upon receipt of any such notice, the District shall transfer to the Fiscal Agent an amount of available Special Tax Revenues sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. Amounts in the Reserve Account shall be used and withdrawn by the Fiscal Agent solely for the purpose of making transfers to the Bond Fund, on any date which the principal of or interest on the Bonds becomes due and payable under the Fiscal Agent Agreement, in the event of any deficiency at any time in such fund, or at any time for the retirement of all the Bonds then Outstanding. So long as no Event of Default (as defined in the Fiscal Agent Agreement) shall have occurred and be continuing, any amount in the Reserve Account in excess of the Reserve Requirement on the Business Day preceding each Interest Payment Date shall be withdrawn from the Reserve Account by the Fiscal Agent and deposited in the Bond Fund.

Redemption Fund

There is established under the Fiscal Agent Agreement the Redemption Fund to be held by the Fiscal Agent, to the credit of which the District will deposit, immediately upon receipt, all Redemption Revenues. Under the Fiscal Agent Agreement, Redemption Revenues include (a) amounts received from the redemption of the Bonds from amounts constituting prepayments of special taxes or surplus funds, and (b) amounts received from the optional redemption of the Bonds.

Moneys in the Redemption Fund will be held in trust by the Fiscal Agent for the benefit of the District and the Owners of the Bonds, and will be used and withdrawn by the Fiscal Agent pursuant to any optional redemption, or special mandatory redemption from prepayment of Special Taxes or from amounts transferred from the Surplus Fund in accordance with the Fiscal Agent Agreement to redeem Bonds.

Additional Bonds

The Fiscal Agent Agreement authorizes the District to issue Additional Bonds to finance additional public improvements needed with respect to the development of property located within the District or to refund all or a portion of the Bonds or any Additional Bonds, subject to certain conditions precedent set forth in the Fiscal Agent Agreement. Among other conditions precedent, in order to issue Additional Bonds for other than refunding purposes: (a) the aggregate value of the taxable property within the District, as shown in an appraisal

prepared by an Independent Appraiser not more than six months before the date of issuance of the Additional Bonds, shall be at least five times the aggregate principal amount of: (i) the Bonds then Outstanding; (ii) the Additional Bonds proposed to be issued; and (iii) any other outstanding land-secured indebtedness payable from or secured by special taxes or assessments levied on property within the District; (b) no Special Tax levied on property within the District shall have been delinquent at any time during the eighteen (18)-month period immediately preceding the date of issuance of the Additional Bonds. For purposes of this subsection, a Special Tax shall be considered delinquent if it remains unpaid after the date on which the applicable installment becomes delinquent under applicable law, without regard to any subsequent payment, redemption, or cure; (c) at least two building permits shall have been issued for vertical construction on property located within the South Site. Each such building permit must authorize construction of a commercial or industrial building and must remain in full force and effect as of the date of issuance of the Additional Bonds. Compliance with the conditions described in the preceding sentence shall be evidenced by an Officer's Certificate delivered to the Trustee before the issuance of the Additional Bonds, accompanied by: (i) the appraisal described in (a) above; (ii) a certificate of the official responsible for the collection of the Special Taxes confirming compliance with (b) above; and (iii) copies of the building permits, or a certificate of the applicable building official confirming the issuance and continuing effectiveness of the building permits, required by (c) above.

Among other conditions precedent, if the Additional Bonds are for refunding purposes, the District shall deliver to the Fiscal Agent a certificate from an Independent Financial Consultant to the effect that Annual Debt Service in each Bond Year after the issuance of such Additional Bonds will be less than Annual Debt Service would have been prior to the issuance of such Additional Bonds in each Bond Year in which such Additional Bonds will remain Outstanding.

See the caption "SECURITY FOR THE BONDS—Additional Bonds" and APPENDIX A — "SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT."

It is currently anticipated that a series of Additional Bonds will be issued by the District once building permits are issued for the parcels located on the South Site. See the caption "THE DISTRICT."

Covenants of the District

In the Fiscal Agent Agreement, the District will covenant as follows, among other things:

Punctual Payment. The District will punctually pay or cause to be paid the principal of, and interest and any premium on, each Bond when and as due in strict conformity with the terms of the Fiscal Agent Agreement and any Supplemental Agreements, and it will faithfully observe and perform all of the conditions, covenants and requirements of the Fiscal Agent Agreement and all Supplemental Agreements and of each Bond.

Against Encumbrance. The District will not encumber, pledge or place any charge or lien upon any of the Special Tax Revenues, or other amounts pledged to each Bond superior to or on a parity with the pledge and lien created under the Fiscal Agent Agreement for the benefit of the Bonds, except as permitted by the Fiscal Agent Agreement.

Collection of Special Tax Revenues. The District will comply with all requirements of the Mello-Roos Act so as to assure the timely collection of Special Tax Revenues, including without limitation, the enforcement of delinquent Special Taxes.

The Treasurer (who is the person acting in the capacity as treasurer or finance director of the City) will affect the levy of the Special Taxes each Fiscal Year on the parcels within the District in accordance with the Rate and Method, such that the computation of the levy is complete before the final date on which the auditor/tax collector of the County (the "Auditor") will accept the transmission of the Special Tax amounts for the parcels within the District for inclusion on the next secured tax roll. Upon the completion of the computation of the amounts of the levy, the Treasurer will prepare or cause to be prepared, and will transmit to the Auditor, such

data as the Auditor requires to include the levy of the Special Taxes on the next secured tax roll. The Special Taxes so levied will be payable and be collected in the same manner and at the same time and in the same installments as the general taxes on real property are payable, and have the same priority, become delinquent at the same time and in the same proportionate amounts and bear the same proportionate penalties and interest after delinquency as do the general taxes on real property, unless otherwise provided by the District.

In the event that the Treasurer determines to levy all or a portion of the Special Taxes by means of direct billing of the property owners of the parcels within the District, the Treasurer will, not less than forty-five (45) days prior to each Interest Payment Date, send bills to the owners of such real property located within the District subject to the levy of the Special Taxes for Special Taxes in an aggregate amount necessary to meet the financial obligations of the District due on the next Interest Payment Date, said bills to specify that the amounts so levied will be due and payable not less than thirty (30) days prior to such Interest Payment Date and will be delinquent if not paid when due.

In any event, the Treasurer will fix and levy the amount of Special Taxes within the District required (i) for the payment of principal of and interest on any outstanding Bonds becoming due and payable during the ensuing year (taking into consideration anticipated delinquencies), and (ii) to pay the Administrative Expenses during such year, all in accordance with the Rate and Method and the Ordinance. The Special Taxes so levied will not exceed the authorized amounts as provided in the proceedings pursuant to the Resolution of Formation.

The District will covenant in the Fiscal Agent Agreement, that to the extent there is a draw upon the Reserve Account pursuant to the Fiscal Agent Agreement as a result of a delinquency in the collection of Special Taxes or that the Reserve Account is underfunded, the District will cause the Treasurer to effect the next annual levy of Special Taxes in an amount sufficient to replenish such delinquency in addition to those required for the timely collection of Special Tax Revenues under the Fiscal Agent Agreement and in addition to amounts that would be levied if there were no such delinquency; provided, however, the amount of Special Taxes levied will not exceed the maximum permitted by the Mello-Roos Act, the Ordinances and the Rate and Method.

The Treasurer is authorized to employ consultants to assist in computing the levy of the Special Taxes under the Fiscal Agent Agreement and any reconciliation of amounts levied to amounts received. The fees and expenses of such consultants and the costs and expenses of the Treasurer (including a charge for City or District staff time) in conducting its duties under the Fiscal Agent Agreement will be an Administrative Expense.

Protection of Security and Rights of Owners. The District will preserve and protect the security of the Bonds and Additional Bonds and the rights of the Owners, and will warrant and defend their rights against all claims and demands of all persons. From and after the delivery of any of the Bonds and Additional Bonds by the District, the Bonds and Additional Bonds shall be incontestable by the District. In furtherance of the foregoing, the District shall not approve any reduction of the Assigned Special Taxes as provided in the Rate and Method which would prohibit the District from levying the Special Taxes in any Fiscal Year at a level that would generate Special Taxes, less the Administrative Expense Requirement, at least equal to 110% of the annual debt service in that Fiscal Year for the Bonds and any Additional Bonds expected to be issued. "Administrative Expense Requirement" is defined in the Fiscal Agent Agreement as 20,000 plus 102% of the amount of Administrative Expenses expended for the most recent complete Fiscal Year.

Commence Foreclosure Proceedings. The District will review the public records of the County in connection with the collection of the Special Taxes not later than July 31 of each year to determine the amount of Special Taxes collected in the prior Fiscal Year; and with respect to individual delinquencies, the District will send or cause to be sent a notice of delinquency and a demand for immediate payment thereof to the property owner within 45 days of such determination, and if the District determines that any single property owner subject to the Special Tax is delinquent in the payment of Special Taxes in the aggregate of $50,000 or more or delinquent in the payment of three consecutive installments of Special Tax or that the delinquent Special Taxes represent more than 5% of the aggregate Special Taxes levied within a District or if there has been a draw on the funds on deposit in the Reserve Account established under the Fiscal Agent Agreement, and if the delinquency

remains uncured, the District will cause judicial foreclosure proceedings to be filed in the superior court within ninety (90) days of the notice to the property owner against all properties for which the Special Taxes remain delinquent. Prior to commencement of any judicial foreclosure proceedings, the District shall continue with its efforts to collect the delinquent Special Taxes by sending subsequent notice of delinquency and a demand for immediate payment thereof.

The City Attorney is authorized under the Fiscal Agent Agreement to employ counsel to conduct any such foreclosure proceedings. The fees and expenses of any such counsel and costs and expenses of the City Attorney (including a charge for City or District staff time) in conducting foreclosure proceedings is an Administrative Expense.

See APPENDIX A — "SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT" for a more complete description of the District's covenants under the Fiscal Agent Agreement.

THE DISTRICT

General Description and Location of the District

The District is a community facilities district organized by the City Council under the Mello-Roos Act for the purpose of providing financing for the acquisition and construction of certain public facilities to serve the property located within the District. The City Council established the District on July 25, 2023.

The District includes six non-contiguous parcels totaling approximately 339.54 gross acres zoned and entitled for industrial warehouse use which are being developed as part of a project known as the "Perris Logistics Cetner." Three of the parcels, referred to as the "North Site," are contiguous and bound by East 7th Street to the north, South Redlands Avenue to the west and East Ellis Avenue to the south, with the 215 Freeway located to the east. The other parcels, referred to as the "South Site," are contiguous and bound by Mapes Road to the north, Goetz Road to the east, and Watson road to the west. The South Site originally consisted of five separate parcels and on July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site; however, new Assessor's Parcel Numbers have not yet been assigned by the County. The North Site and the South Site are located within approximately two miles of each other but are not contiguous.

North Site 1 (Assessor's Parcel No. 310-170-020) is approximately 50.01 gross acres, and is currently under construction with an approximately 982,879 square foot industrial warehouse. North Site 2 (Assessor's Parcel No. 310-170-021) is approximately 56.17 gross acres and has been developed with an approximately 1,018,178 square foot industrial warehouse building which was completed in early 2025. North Site 3 (Assessor's Parcel No. 310-170-016) is approximately 55.10 gross acres and has been developed with an approximately 799,522 square foot industrial warehouse building that was completed in 2023.

The three parcels in the South Site are entitled for industrial warehouse use but are vacant with no vertical construction. South Site 1 (originally Assessor's Parcel Nos. 330-120-002 and 017) is approximately 74.90 gross acres and entitled for construction of an approximately 1,385,090 square foot industrial warehouse. South Site 2 (originally Assessor's Parcel Nos. 330-120-018 and 020) is approximately 65.25 gross acres and entitled for construction of an approximately 1,396,020 square foot industrial warehouse. South Site 3 (Assessor's Parcel No. 330-120-021) is approximately 38.11 gross acres and is entitled for construction of an approximately 535,207 square foot industrial warehouse.

Ownership and Development Within The District

Master Developer. The master developer of the taxable parcels within the District is IDI Logistics, LLC, a Delaware limited liability company (previously defined as the "Master Developer"). The Master Developer is a leading developer and operator of logistics real estate in the United States. Since 1989, they have developed and acquired more than 100 world-class business parks and 790 warehouses totaling over 226 million square feet throughout North America. The Master Developer is owned as a joint venture between La Caisse and Oxford.

La Caisse is a global investment group active in the major financial markets, private equity, infrastructure, private credit and, previously as Ivanhoé Cambridge, real estate. As of June 30, 2026, La Caisse's net assets totaled C$552 billion. Oxford is a leading global real estate investor, developer, and manager. Established in 1960, Oxford and their platform companies manage $86 billion of assets with a portfolio of 145 million square feet of commercial space. Their global portfolio spans four continents.

The Master Developer was responsible for securing the entitlements for the development of the District and the construction of the backbone and in-tract public infrastructure necessary for the development of the District. Affiliates of the Master Developer own North Site 1, North Site 2 and South Site 3.

IDIL Perris Logistics Center North 1, L.P., Delaware limited partnership ("IDI Perris North 1"), currently owns North Site 1. IDIL Perris Logistics Center North, L.P., a Delaware limited partnership ("IDI Perris North") currently owns North Site 2. IDIL Perris Fulfillment Center L.P., a Delaware limited partnership ("IDI Fulfillment" and collectively with IDI North and IDI North 1, the " IDI Property Owners"), currently owns South Site 3. The IDI Property Owners are each wholly-owned subsidiaries of the Master Developer. IDI Perris North 1 and IDI Perris North are single purpose limited partnerships in which the Master Developer is 100% limited partner and another affiliate of the Master Developer, IDIL CA GP, LLC, a Delaware limited liability company ("IDIL CA GP"), is the 100% general partner. The Master Developer is the 100% member of IDIL CA GP. IDIL CA GP is the 100% general partner of IDI Fulfillment.

North Site 1. North Site 1 is currently owned by IDI Perris North 1, which is constructing an approximately 982,879 square foot industrial warehouse. Construction of North Site 1 began in January 2026 and is currently expected to be completed in the first quarter of 2027. North Site 1 has been 100% pre-leased to Medline, Inc. ("Medline") for use as a distribution center with a 12-year lease, with four five-year options to extend.

Medline is a publicly-traded medical-surgical products and supply chain company, serving healthcare providers across the continuum of care. Medline's customers are primarily composed of hospitals, nursing homes and other health care providers located in the United States, Canada, Europe, Asia-Pacific (which includes Southeast Asia, Japan and Australia), Latin America (which includes Mexico), the Middle East and Africa.

North Site 2. North Site 2 is currently owned by IDI Perris North and contains one of the two completed buildings within the District. North Site 2 has been developed with an approximately 1,018,178 square foot industrial warehouse building which was completed in early 2025. North Site 2 is 100% leased to Lowe's Home Center, LLC, which is a subsidiary of Lowe's Companies, Inc. ("Lowe's"), for use as a distribution center. Lowe's took occupancy of the building in April 2025 and the lease runs through 2035, with three five-year options to extend.

Lowe's is a Fortune 100 company and the world's second largest home improvement retailer. As of January 30, 2026, Lowe's operated 1,759 home improvement stores and outlets in the United States, representing approximately 196 million square feet of retail selling space. In addition, Lowe's operates over 540 branch locations in the United States and Canada. Lowe's was founded in 1921 with the opening of its first hardware store in North Wilkesboro, North Carolina. Lowe's was incorporated in North Carolina in 1952 and has been publicly held since 1961. Lowes' common stock is listed on the New York Stock Exchange, ticker symbol "LOW".

South Site 3. South Site 3 is currently owned by IDI Fulfillment and is vacant land entitled for construction of approximately 535,207 square feet of industrial warehouse use. Construction drawings are underway, while the Master Developer is marketing South Site 3 for sale.

North Site 3 and Recline Borrower, LLC. North Site 3 is currently owned by Recline Borrower, LLC, a Delaware limited liability company (previously defined as "Recline"), which acquired North Site 3 on December 7, 2023. Recline is managed by Link Logistics Real Estate, LLC (previously defined as "Link Logistics"). Link Logistics is one of the largest operators of logistics real estate in the United States. Link Logistics was established by Blackstone Inc., a Delaware corporation (previously defined as "Blackstone") in 2019. Blackstone is the world's largest alternative asset manager, with more than $1 trillion in assets under management. Link Logistics has a real estate portfolio of over 500 million square feet under management.

North Site 3 contains one of the two completed buildings within the District. North Site 3 has been developed with an approximately 799,522 square foot industrial warehouse building that was completed in 2023 and is 100% leased to The Home Depot through 2043, with three options to extend, the first two for five additional years each and the third for an additional four years.

The Home Depot, Inc. is a publicly held company and the world's largest home improvement retailer based on net sales for fiscal 2025. The Home Depot stores average approximately 104,000 square feet of enclosed space, with approximately 24,000 additional square feet of outside garden area. The Home Depot also maintain a network of distribution and fulfillment centers, as well as mobile applications and e-commerce websites in the U.S., Canada, and Mexico. The Home Depot, Inc. is a Delaware corporation that was incorporated in 1978. The Home Depot's common stock is listed and traded on the New York Stock Exchange, under the symbol HD.

South Site 1 and Anatolia Perris LLC. South Site 1 is currently owned by Anatolia Perris LLC, a Delaware limited liability company (previously defined as "Anatolia"), which acquired South Site 1 in April 2024. South Site 1 is currently approximately 74.90 gross acres of vacant land and is entitled for construction of approximately 1,385,090 square feet of industrial warehouse use. Anatolia is currently developing construction plans for South Site 1, and currently expects to begin construction in 2027.

Anatolia is a subsidiary of Anatolia Capital Corp (previously defined as "Anatolia Capital"). Anatolia Capital currently owns and manages over 4 million square feet of A Class industrial properties which are leased out. Anatolia Capital also currently owns over 2,000 acres of land for future industrial and residential development. Anatolia Capital is the real estate division of Anatolia Group Inc., a global private company headquartered in Toronto, Canada and founded by the Elmaagacli family, which also operates Anatolia Tile + Stone Inc., a leading brand and supplier of ceramic and stone products throughout the United States and Canada.

South Site 2 and Silver Hollow LLC. South Site 2 is currently owned by Silver Hollow LLC, a Delaware limited liability company (previously defined as "Silver Hollow"), which acquired South Site 2 in September 2025. South Site 2 is currently approximately 65.25 gross acres of vacant land entitled for construction of an approximately 1,396,020 square foot industrial warehouse. Silver Hollow is currently developing construction plans for South Site 1, and currently expects to begin construction in 2027.

Silver Hollow is an affiliated entity of WW Grainger, Inc. ("Grainger"). Grainger, incorporated in the State of Illinois in 1928, is a broad line, distributor of maintenance, repair and operating products and services with operations primarily in North America and Japan. Grainger's common stock is listed and traded on the New York Stock Exchange, under the symbol GWW.

Entitlements

General. In July 2010, the City approved the South Perris Industrial Project, which originally permitted approximately 7.4 million square feet of distribution warehousing uses on three non-contiguous sites in the City, generally referred to as Phase 1, Phase 2, and Phase 3. Phases 2 and 3 of the original South Perris Industrial Project are now the South Site and the North Site, respectively. In 2010, the City and the original developer of the South Perris Industrial Project entered into separate development agreements with respect to each of the North Site (the "North Site Development Agreement") and the South Site (the "South Site Development Agreement" and, together with the North Site Development Agreement, the "Development Agreements"). In July 2010 the City Council also certified the South Perris Industrial Project Environmental Impact Report (the "EIR") pursuant to the California Environmental Quality Act ("CEQA"), which analyzed all of the impacts of the original South Perris Industrial Project.

The Development Agreements, together with the related conditions of approval, set forth various offsite infrastructure which is required for the development of the Perris Logistics Center project within the District, which requirements are described under the caption "—Required Infrastructure."

South Site. In July 2010 the City Council approved various legislative amendments and other entitlements and approvals collectively allowing the development of 3,448,734 square feet of industrial warehouse space in four buildings on the South Site (the "Original Phase 2 Project"), as well as the South Site Development Agreement. In January 2024, the City approved various changes to the land use approvals for the Original Phase 2 Project, including a First Operating Memorandum to the Development Agreement with respect to the South Site Development Agreement to memorialize the various changes. Such changes included, among other things, decreasing the total square footage for the South Site to 3,345,217 square feet and the total buildings from four to three. The South Site Development Agreement and the related Conditions of Approval currently expire in September 2028.

North Site. In July 2010 the City Council approved various legislative amendments and other entitlements and approvals collectively allowing the development of 3,166,857 square feet of industrial warehouse space in four buildings on the North Site (the "Original Phase 3 Project"), as well as the North Site Development Agreement. In May 2020, the City approved various modifications to the land use approvals related to the North Site, including an amendment to the North Site Development Agreement, to, among other things, decrease the total square footage for the North Site to 2,358,347 square feet and the total buildings from four to three. In July 2021, the City approved various further modifications to the land use approvals related to the North Site, including a second amendment to the North Site Development Agreement, to, among other things, to allow the construction of three industrial warehouse buildings totaling 2,840,836 square feet and to create five parcels on the North Site to facilitate the three buildings. The North Site Development Agreement and the related Conditions of Approval have fully vested because building permits have been issued for each of the three parcels at the North Site, and construction of North Site 1 is currently approximately 70% complete.

Required Infrastructure

Pursuant to the Development Agreements and the Conditions of Approval for the Perris Logistics Center project, the Master Developer is required to complete certain offsite public improvements at a total estimated cost of approximately $138 million, after credits the Master Developer received for development impact fees ("DIF") and transportation uniform mitigation fee ("TUMF") it has paid with respect to the Perris Logistics Center Project. As of August 26, 2026, approximately $84 million of such offsite public improvements had been

completed and approximately $54 million of such offsite public improvements were either under construction or remained to be constructed.

[The required offsite public improvements generally consist of various road and bridge improvements, including improvements to the Bonnie Road/Interstate 215 Interchange, construction of the Case Road Bridge, and various improvements to Ellis Avenue, Redlands Avenue, Case Road, Mapes Road, Watson Road, A Street and Goetz Road. All of the required offsite public improvements are expected to be completed between the second quarter of 2025 and the fourth quarter of 2026. The required offsite public improvements are generally being financed by the Master Developer's balance sheet and are reimbursed through an escrow holdback account in connection with the sales of South Sites 1 and 2.]

The tables below set forth the categories of completed and remaining required offsite public improvements and the remaining costs of such improvements as of August 26, 2026.

TABLE 2A
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
PERRIS LOGISTICS CENTER NORTH SITE INFRASTRUCTURE COSTS

Improvement	*Total Estimated Costs*	*Amount Spent Through August 26, 2026*	*Remaining Costs as of August 26, 2026*
Case Road Improvement Costs	$ 21,984,082	$ 19,000,000	$ 2,984,082
Case Road Bridge	12,777,777	6,500,000	6,277,777
Ellis/Redlands	19,218,060	19,218,060	--
Bonnie Road/I-215 Interchange	5,354,153	5,354,153	--
SCRRA (Metrolink) Crossing Improvement Fees	6,122,000	6,122,000	--
SCRRA (flagging overage)	700,000	600,000	100,000
Right-of-Way Costs	8,955,064	8,709,314	245,750
Contingency	3,000,000	--	3,000,000
Construction Sub-Total	**$ 78,111,136**	**$ 65,503,527**	**$ 12,607,609**
DIF Credits	$ (6,792,500)		
TUMF Credits	$ (14,014,746)		
Total North Site Costs	**$ 57,303,890**	**$ 65,503,527**	

Source: The Master Developer.

TABLE 2A
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
PERRIS LOGISTICS CENTER SOUTH SITE INFRASTRUCTURE COSTS

Improvement	*Total Estimated Costs*	*Amount Spent Through August 26, 2026*	*Remaining Costs as of August 26, 2026*
Ellis Road (Goetz to Case)	$ 2,153,778	$ 1,000,000	$ 1,153,778
Mapes/A-Street/Watson	20,619,113	3,000,000	17,619,113
Regional SS Mainline w/Lift Station	12,957,000	500,000	12,457,000
Goetz Road Bridge Fee	22,000,000	5,000,000	17,000,000
Perris South Trail Fee	6,104,454	1,220,890	4,883,564
Right-of-Way Costs	2,724,400	2,201,220	523,180
Contingency	9,000,000	--	9,000,000
Construction Sub-Total	**$ 75,558,744**	**$ 12,922,110**	**$ 62,636,634**
DIF Credits	$ (5,810,636)		
TUMF Credits	$ (2,353,630)		
Total North Site Costs	**$ 67,394,478**	**$ 12,922,110**	

Source: The Master Developer.

In addition the amounts described in the table above, the Master Developer is responsible for in-lieu fees totaling approximately $28.1 million for the construction of the Goetz Road Bridge and San Jacinto River Trail.

The required public infrastructure described above does not include any in-tract improvements, such as additional local roads and cul-de-sacs that may be constructed, or sewer and water connections to individual development sites, which are required to be constructed and financed by the Master Developer within the Perris Logistics Center.

Property Values and the Appraisal

Assessed Value. The Fiscal Year 2026-27 assessed value of the property within the District is $627,724,034, representing the secured assessed value established by the County Assessor as of the January 1, 2026 lien date. Assessed values do not necessarily represent market values. Article XIIIA of the California Constitution (Proposition 13) defines "full cash value" to mean "the county assessor's valuation of real property as shown on the 1975/76 roll under 'full cash value', or, thereafter, the appraised value of real property when purchased or newly constructed or when a change in ownership has occurred after the 1975 assessment," subject to exemptions in certain circumstances of property transfer or reconstruction. The "full cash value" is subject to annual adjustment to reflect increases, not to exceed 2% for any year, or decreases in the consumer price index or comparable local data, or to reflect reductions in property value caused by damage, destruction or other factors. Because of the general limitation to 2% per year in increases in full cash value of properties which remain in the same ownership, the county tax roll does not reflect values uniformly proportional to actual market values. There can be no assurance that the assessed valuations of the properties within the District accurately reflect their respective market values, and the future fair market values of those properties may be lower than their current assessed valuations.

Appraised Value. To ascertain the value of the property within the District without complete improvement values for Fiscal Year 2026-27 (which consists of all of the property within the District other than North Site 2 and North Site 3), the City commissioned the Appraisal Report. A copy of the Appraisal Report is attached as Appendix F to this Official Statement.

The Appraisal Report provides a description and the Fiscal Year 2026-27 assessed value of North Site 2 and North Site 3 within the District and an estimate of the aggregate minimum market value of the as-is condition of the other taxable property within the District as of the date of value, August 14, 2026 (previously defined as the "Date of Value"). The aggregate Fiscal Year 2026-27 assessed value of North Site 2 and North Site 3 is $357,660,014. As of the Date of Value, the Appraiser estimated the minimum aggregate value of the fee simple interest of the remaining taxable property within the District was not less than $475,120,000.

The Appraisal Report is based upon a variety of assumptions and limiting conditions that are described in Appendix F. Moreover, such assumptions and limiting conditions that are described in Appendix F are based on information as of the Date of Value. The District makes no representation as to the accuracy of the Appraisal Report. See "THE DISTRICT — Property Values and the Appraisal Report" and "— Estimated Value-to-Lien Ratios." There is no assurance that the property within the District can be sold for the assessed and/or appraised values set forth in the Appraisal Report or that any parcel can be sold for a price sufficient to pay the Special Taxes for that parcel in the event of a default in payment of Special Taxes by the owners thereof. See the caption "SPECIAL RISK FACTORS — Property Values" and APPENDIX F — "APPRAISAL REPORT"

Composite Value. The table below sets forth the composite value of the property within the District, consisting of the Fiscal Year 2025-26 assessed value assigned by the County Assessor for the North Sites 2 and 3 and the appraised values set forth in the Appraisal Report for the remainder of the property within the District.

Buildings/Sites	***Assessor's Parcel Number(s)***	***Assessed/Appraised Value***
North Site 1	310-170-020	$ 221,000,000
North Site 2	310-170-015	166,365,714
North Site 3	310-170-016	191,294,300
South Site 1[(1)]	330-120-002 and 330-120-017	107,620,000
South Site 2[(1)]	330-120-018 and 330-120-020	95,060,000
South Site 3[(1)]	330-120-021	51,440,000
Total		**$ 832,780,014**

(1) On July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site, one for each of South Site 1, South Site 2 and South Site 3, which results in the District consisting of a total of six separate taxable parcels. However, new Assessor's Parcel Numbers have not yet been assigned by the County..

Source: Appraisal Report.

Estimated Value-to-Lien Ratios

Dividing the $832,780,014 composite value of the property within the District (consisting of the aggregate $357,660,014 Fiscal Year 2026-27 assessed value of North Site 2 and North Site 3 and the $475,120,000 appraised value of the remainder of the property within the District shown in the Appraisal Report as of the Date of Value) by the $12,670,000* principal amount of the Bonds results in an estimated value-to-lien ratio of approximately 65.73 to 1*. However, the estimated value-to-lien ratio of individual parcels varies by parcel. Such value-to-lien ratio does not include certain direct and overlapping bonded indebtedness of other public agencies within the District. See the caption "—Direct And Overlapping Bonded Indebtedness."

Table 3 below sets forth the estimated value-to-lien ratios for the taxable parcels within the District by development status and ownership based on the projected Fiscal Year 2026-27 Special Tax levy. Table 4 below sets forth the stratification of the estimated value-to-lien ratios for the taxable parcels within the District based on the projected Fiscal Year 2026-27 Special Tax levy. Tables 3 and 4 also include the $11,597,452 in overlapping bonded indebtedness.

* *Preliminary, subject to change.*

TABLE 3
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
ESTIMATED VALUE-TO-LIEN BY PROPERTY OWNER AND PARCEL

Property Owner	*APN*	*Taxable Acres*	*Assessed/ Appraised Value*[1]	*Fiscal Year 2026-27 Maximum Special Tax*	*% of Maximum Special Tax*	*Share of 2026 Bonds**	*Direct and Overlapping Debt*	*Total Direct and Overlapping Debt**	*Value-to-Lien Ratio**
Developed Property									
IDIL Perris Logistics Center North LP (Medline)	310-170-020	48.28	$ 221,000,000	$ 225,435	14.74%	$ 1,867,239	$ 286,120	$ 2,153,359	102.61:1
IDIL Perris Logistics Center North LP (Lowe's)	310-170-021	57.90	166,365,714	270,353	17.67	2,239,295	336,789	2,576,084	64.58:1
Recline Borrower LLC (Home Depot)	310-170-016	55.10	191,294,300	257,279	16.82	2,131,004	4,706,727	6,837,731	27.98:1
Total Developed Property		**161.28**	**$ 578,660,014**	**$ 753,067**	**49.23%**	**$ 6,237,538**	**$ 5,329,636**	**$11,567,174**	**50.03:1**
Undeveloped Property									
Anatolia Perris[2]	330-120-002	46.52	$ 71,643,995	$ 217,217	14.20%	$ 1,799,171	$ 1,684,392	$ 3,483,563	20.57:1
Anatolia Perris[2]	330-120-017	23.36	35,976,005	109,075	7.13	903,453	846,638	1,750,091	20.56:1
Subtotal Anatolia Perris		**69.88**	**$ 107,620,000**	**$ 326,292**	**21.33%**	**$ 2,702,624**	**$ 2,531,030**	**$ 5,233,654**	**20.56:1**
Silver Hollow[3]	330-120-018	50.15	$ 78,305,831	$ 234,166	15.31%	$ 1,939,562	$ 2,255,242	$ 4,194,804	18.67:1
Silver Hollow[3]	330-120-020	10.73	16,754,169	50,102	3.28	414,985	483,400	898,385	18.65:1
Subtotal Silver Hollow		**60.88**	**$ 95,060,000**	**$ 284,268**	**18.58%**	**$ 2,354,547**	**$ 2,738,642**	**$ 5,093,189**	**18.66:1**
IDIL Perris Fulfillment Center LP	330-120-021	35.56	$ 51,440,000	$ 166,041	10.85%	$ 1,375,291	$ 998,144	$ 2,373,435	21.67:1
Subtotal IDI Fulfillment Center LP		**35.56**	**$ 51,440,000**	**$ 166,041**	**10.85%**	**$ 1,375,291**	**$ 998,144**	**$ 2,373,435**	**21.67:1**
Total Undeveloped Property		**166.32**	**$ 254,120,000**	**$ 776,601**	**50.77%**	**$ 6,432,462**	**$ 6,267,816**	**$12,700,278**	**20.01:1**
Total		**327.60**	**$ 832,780,014**	**$1,529,668**	**100.00%**	**$12,670,000**	**$11,597,452**	**$24,267,452**	**34.32:1**

* *Preliminary, subject to change.*

(1) Based on assessed value for fully the developed North Site 2 and North Site 3 on the County Assessor's Fiscal Year 2026-27 roll and the Appraisal Report as of the August 14, 2026 Date of Value for the remaining parcels.

(2) On July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site, one for each of South Site 1, South Site 2 and South Site 3, which combined these two parcels into one taxable parcel. However, new Assessor's Parcel Numbers have not yet been assigned by the County.

(3) On July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site, one for each of South Site 1, South Site 2 and South Site 3, which combined these two parcels into one taxable parcel. However, new Assessor's Parcel Numbers have not yet been assigned by the County.

Sources: Willdan Financial Services; Integra Realty Resources; County of Riverside.

TABLE 4
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
VALUE-TO-LIEN CATEGORIES

Value to Lien Category	*No. Obligated Parcels[(1)]*	*Total Direct & Overlapping Debt[(2)]**	*% of Total**	*Assessed/ Appraised Value[(3)]*	*% Total Assessed/ Appraised Value*	*Average Value to Lien**
Greater than 20.00:1	6	$ 19,174,263	79.01%	$ 737,720,014	88.59%	38.47
10.00:1 to 19.99:1	2	5,093,189	20.99	95,060,000	11.41	18.66
Less Than 10.00:1	-	-	-	-	-	-
Total	**8**	**$ 24,267,452**	**100.00%**	**$ 832,780,014**	**100.00%**	**34.32**

* *Preliminary, subject to change.*
(1) On July 21, 2026, the Master Developer recorded a new parcel map to create three parcels at the South Site, one for each of South Site 1, South Site 2 and South Site 3, which results in the District consisting of a total of six separate taxable parcels. However, new Assessor's Parcel Numbers have not yet been assigned by the County.
(2) Based on the principal amount of the Bonds in the amount of $12,670,000* plus $11,597,452 in overlapping debt.
(3) Based on assessed value for fully the developed North Site 2 and North Site 3 on the County Assessor's Fiscal Year 2026-27 roll and the Appraisal Report as of the August 14, 2026 Date of Value for the remaining parcels.
Sources: Willdan Financial Services; Integra Realty Resources; California Municipal Statistics, Inc.

Delinquency History

The Special Taxes were first levied within the District during Fiscal Year 2024-25. The following table is a summary of levies, collections and delinquency rates of the Special Taxes in the District, beginning in Fiscal Year 2024-25.

TABLE 5
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
SPECIAL TAX RECEIPTS

Fiscal Year	*No. of Parcels Levied*	*Amount Levied*	*Parcels Delinquent*	*Amount Delinquent as of June 3 Fiscal Year End*	*% Delinquent*
2024-25	8	$1,441,440	0	$ 0.00	0.00%
2025-26	8	$1,499,674	0	$ 0.00	0.00%

Source: Riverside County, compiled by Willdan Financial Services.

Direct and Overlapping Bonded Indebtedness

In addition to the District, numerous overlapping local agencies provide a variety of governmental services. The direct and overlapping bonded indebtedness of property in the District as of July 1, 2026 is shown in the table below (the "Debt Report"). In addition to the bonded indebtedness set forth in the Debt Report, new community facilities districts or special assessment districts may be formed which encompass all or a portion of the property in the District; and, upon approval of registered voters or landowners within such districts, such districts or the agencies that formed them may issue more bonds and levy additional special or other taxes or assessments. In addition to the Special Taxes and other special taxes and assessments, the property owners in the District will be required to pay the general *ad valorem* property tax. The Debt Report has been derived from data assembled and reported to the City by California Municipal Statistics, Inc., as of July 1, 2026.

TABLE 6
COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER)
OF THE CITY OF PERRIS
DIRECT AND OVERLAPPING DEBT

2025-26 Assessed Valuation: $462,110,095

DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:	*% Applicable*	*Debt 7/1/26*
Metropolitan Water District General Obligation Bonds	0.011%	$ 1,742
Mt. San Jacinto Community College District General Obligation Bonds	0.307	715,672
Perris Union High School District General Obligation Bonds	1.435	3,980,417
Perris School District General Obligation Bonds	9.774	6,899,621
City of Perris Community Facilities District No. 2022-2	**100.**	**0** [(1)]
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		**$ 11,597,452**
OVERLAPPING GENERAL FUND DEBT:		
Riverside County General Fund Obligations	0.103%	$ 1,126,402
Riverside County Pension Obligation Bonds	0.103	565,530
Perris Union High School District General Fund Obligations	1.435	563,265
Perris School District General Fund Obligations	9.774	345,008
City of Perris General Fund Obligations	3.384	106,039
TOTAL OVERLAPPING GENERAL FUND DEBT		**$ 2,706,244**
COMBINED TOTAL DEBT		**$ 14,303,696** [(2)]

Ratios to 2025-26 Assessed Valuation:

Direct Debt ($0)	**0.00%**
Total Overlapping Tax and Assessment Debt	2.51%
Combined Total Debt	3.10%

(1) Excludes the Bonds.
(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

SPECIAL RISK FACTORS

The purchase of the Bonds involves certain investment risks which are discussed throughout this Official Statement. Each prospective investor should make an independent evaluation of all information presented in this Official Statement in order to make an informed investment decision. Particular attention should be given to the factors described below which, among others, could affect the payment of debt service on the Bonds.

Risks of Real Estate Secured Investments Generally

The Bond Owners will be subject to the risks generally incident to an investment secured by real estate, including, without limitation: (i) adverse changes in local market conditions, such as changes in the market value of real property in the vicinity of the District, the supply of or demand for competitive properties in such area, and the market value of property or buildings and/or sites in the event of sale or foreclosure; (ii) changes in real estate tax rates and other operating expenses, governmental rules (including, without limitation, zoning laws and laws relating to endangered species and hazardous materials) and fiscal policies; (iii) natural disasters (including, without limitation, earthquakes, wildfires and floods), which may result in uninsured losses; (iv) adverse changes in local market conditions; and (v) increased delinquencies due to rising mortgage costs and other factors.

No assurance can be given that the individual property owners within the District will pay Special Taxes in the future or that they will be able to pay such Special Taxes on a timely basis. See the caption "—

Enforcement Delays – Bankruptcy" for a discussion of certain limitations on the District's ability to pursue judicial proceedings with respect to delinquent parcels within the District.

Limited Obligations

The Bonds are limited obligations of the District payable only from amounts pledged under the Fiscal Agent Agreement, which consist primarily of payments made to the Fiscal Agent on the Bonds. Funds for the payment of the principal of and the interest on the Bonds are derived only from payments of Special Taxes. The amount of Special Taxes that are collected could be insufficient to pay principal of and interest on the Bonds due to non-payment of the Special Taxes levied or due to insufficient proceeds received from a judicial foreclosure sale of land within the District following delinquency. The District's legal obligation with respect to any delinquent Special Taxes is limited to the institution of judicial foreclosure proceedings under certain circumstances with respect to any parcels for which Special Taxes are delinquent. The Bonds cannot be accelerated in the event of any default.

Failure by owners of the parcels within the District to pay Special Tax installments when due, delay in foreclosure proceedings, or the inability of the District to sell parcels which have been subject to foreclosure proceedings for amounts sufficient to cover the delinquent installments of Special Taxes levied against such parcels may result in the inability of the District to make full or timely payments of debt service on the Bonds, which may, in turn, result in the depletion of the Reserve Account for the Bonds and the inability of the District to make full or timely payment on the Bonds.

No Obligation of City

The Bonds and the interest thereon, and in turn, the Bonds, are not payable from the general funds of the City. Except with respect to the Special Taxes, neither the credit nor the taxing power of the District or the City is pledged for the payment of the Bonds or the interest thereon, and except to compel a levy of the Special Taxes securing the Bonds, no Owner of the Bonds may compel the exercise of any taxing power by the District or the City or force the forfeiture of any property of the City or the District. The principal of, premium, if any, and interest on the Bonds are not a debt of the City or the District or a legal or equitable pledge, charge, lien or encumbrance upon any of the City's or the District's property or upon any of the City's or the District's income, receipts or revenues, except the Special Tax Revenues and other amounts pledged under the Fiscal Agent Agreement.

Potential Early Redemption of Bonds from Prepayments

Property owners within the District are permitted to prepay their Special Taxes at any time. Such prepayments will result in a redemption of Bonds on the first March 1 or September 1 which is more than 30 days following the receipt of the prepayment. The proceeds of the Bonds so redeemed will then be used to make a mandatory redemption of the Bonds. The Bonds will be called on a pro rata basis from the proceeds of the Bonds redeemed from prepayments and from surplus funds held under the Fiscal Agent Agreement. See "THE BONDS — Redemption."

Insufficiency of Special Taxes

Notwithstanding that the maximum Special Taxes that may be levied in the District exceeds debt service due on the Bonds, the Special Taxes collected could be inadequate to make timely payment of debt service either because of nonpayment or because property becomes exempt from taxation.

The Rate and Method governing the levy of the Special Taxes within the District expressly exempts up to a specified number of acres of property owned by public entities, homeowner associations, churches and other specified owners. If for any reason property within a District becomes exempt from taxation by reason of ownership by a non-taxable entity such as the federal government, another public agency or other organization

determined to be exempt, subject to the limitations of the maximum authorized rates, the Special Tax will be reallocated to the remaining taxable properties within such District. This could result in certain owners of property paying a greater amount of the Special Tax and could have an adverse impact upon the ability and willingness of the owners of such property to pay the Special Tax when due.

The Mello-Roos Act provides that, if any property within a District not otherwise exempt from the Special Tax is acquired by a public entity through a negotiated transaction, or by gift or devise, the Special Tax will continue to be levied on and enforceable against the public entity that acquired the property. In addition, the Mello-Roos Act provides that, if property subject to the Special Tax is acquired by a public entity through eminent domain proceedings, the obligation to pay the Special Tax with respect to that property is to be treated as if it were a special assessment and be paid from the eminent domain award. The constitutionality and operation of these provisions of the Mello-Roos Act have not been tested in the courts. Due to problems of collecting taxes from public agencies, if a substantial portion of land within a District became exempt from the Special Tax because of public ownership, or otherwise, the maximum Special Taxes which could be levied upon the remaining taxable property therein might not be sufficient to pay principal of and interest on the related Bonds when due and a default could occur with respect to the payment of such principal and interest, and, in turn, a default could occur in the payment of the principal and interest on the Bonds.

Failure to Develop Properties

Development of property within the District is ongoing. See the caption "THE DISTRICT" for a description of the development status of the property in the District. Undeveloped or partially developed land is inherently less valuable than developed land and provides less security to the Owners of the Bonds should it be necessary for the District to foreclose on the property due to the nonpayment of Special Taxes. See the captions "THE COMMUNITY FACILITIES DISTRICT— Property Values and the Appraisal Report " and "— Estimated Value-to-Lien Ratios" The failure to complete development of the required infrastructure for development in the District as planned, or substantial delays in the completion of the development or the required infrastructure for the development due to litigation or other causes may reduce the value of the property within the District and increase the length of time during which Special Taxes will be payable from undeveloped property, and may affect the willingness and ability of the owners of property within the District to pay the Special Taxes when due.

Land development is subject to comprehensive federal, State and local regulations. Approval is required from various agencies in connection with the layout and design of developments, the nature and extent of improvements, construction activity, land use, zoning, school and health requirements, as well as numerous other matters. There is always the possibility that such approvals will not be obtained or, if obtained, will not be obtained on a timely basis. Failure to obtain any such agency approval or satisfy such governmental requirements would adversely affect planned land development. Finally, development of land is subject to economic considerations.

The future development of the land within the District may be adversely affected by existing or future governmental policies, or both, restricting or controlling the development of land in the District.

There can be no assurance that land development operations within the District will not be adversely affected by a future deterioration of the real estate market and economic conditions, increases in interest rates for real estate loans or future local, State and federal governmental policies relating to real estate development, the income tax treatment of real property ownership, or the national economy. A slowdown of the development process and the absorption rate could adversely affect land values and reduce the ability or desire of the property owners to pay the annual Special Taxes. In that event, there could be a default in the payment of principal of, and interest on, the Bonds when due.

Owners of the Bonds should assume that any event that significantly impacts the ability to develop land in the District or delays the timing of development would cause the property values within the District to decrease

substantially from those estimated by the Appraiser and could affect the willingness and ability of the owners of land within the District to pay the Special Taxes when due. See "THE COMMUNITY FACILITEIS DISTRICT—Development Within the District" herein.

Based on current development status, the payment of principal of and interest on the Bonds depends upon the receipt of Special Taxes levied on undeveloped property. Undeveloped property is less valuable per unit of area than developed land, especially if there are no plans to develop such land or if there are severe restrictions on the development of such land. The undeveloped property also provides less security to the Owners of the Bonds should it be necessary for the District to foreclose on undeveloped property due to the nonpayment of the Special Taxes. Furthermore, an inability to develop the land within the District as currently proposed will make the Owners of the Bonds dependent upon timely payment of the Special Taxes levied on undeveloped property for a longer period of time than projected. A slowdown or stoppage in the continued development of the District could reduce the willingness and ability of the landowners to make Special Tax payments on undeveloped property and could greatly reduce the value of such property in the event it has to be foreclosed upon. See "SPECIAL RISK FACTORS—Reductions in Property Values" below.

Concentration of Ownership

The District has a significant concentration of ownership and there are currently only five property owners within the District, two of which are affiliates of the Master Developer. Based on property ownership as of August 14, 2026, affiliates of the Master Developer are projected to be responsible for approximately 43.26% of the projected Fiscal Year 2026-27 Special Tax levy within the District, and Recline, Anatolia Perris and Silver Hollow are projected to be responsible for 16.82%, 21.33% and 18.58%, respectively, of the projected Fiscal Year 2026-27 Special Tax levy within the District. The inability or refusal of any of the property owners within the District to pay the Special Tax applicable to their property when due could result in a draw on the Reserve Account prior to replenishment thereof from sale or foreclosure proceedings, and/or insufficient money with which to pay the principal of and interest on the Bonds as the same became due.

Geologic, Topographic and Climatic Conditions

General. The market value of the property within the District can be adversely affected by a variety of factors which may affect public and private improvements. Such additional factors include, without limitation, geologic conditions (such as earthquakes), topographic conditions (such as earth movements) and climatic conditions (such as droughts, fire hazard and floods). In the event of a severe earthquake, fire, flood or other natural disaster, there may be significant damage to both property and infrastructure in the District. As a result, a substantial portion of the property owners may be unable or unwilling to pay the Special Taxes when due. In addition, the value of land in the District could be diminished in the aftermath of such a natural disaster, reducing the resulting proceeds of foreclosure sales in the event of delinquencies in the payment of the Special Taxes.

Geologic Conditions and Seismic Activity. With respect to geologic conditions, building codes require that some of these factors be taken into account in the design of private improvements of the parcels, and the County has adopted the Uniform Building Code standards with regard to seismic standards. Design criteria are established upon the basis of a variety of considerations and may change, leaving previously designed improvements unaffected by more stringent subsequently established criteria. In general, design criteria reflect a balance at the time of establishment between the present costs of protection and the future costs of lack of protection, based in part upon a present perception of the probability that the condition will occur and the seriousness of the condition should it occur. Consequently, neither the absence of nor the establishment of design criteria with respect to any particular condition means that the applicable governmental agency has evaluated the condition and has established design criteria in the situations in which such criteria are needed to preserve value, or has established such criteria at levels that will preserve value. To the contrary, the District expects that one or more of such conditions may occur and may result in damage to improvements of varying seriousness, that the damage may entail significant repair or replacement costs and that repair or replacement may never occur either because of the cost, because repair or replacement will not facilitate habitability or other

use, or because other considerations preclude such repair or replacement. Under any of these circumstances, the actual value of the parcels may well depreciate or disappear, notwithstanding the establishment of design criteria for any such condition.

Southern California is a seismically active area. Seismic activity represents a potential risk for damage to buildings, roads, bridges and property within the District. In addition, land susceptible to seismic activity may be subject to liquefaction during the occurrence of such event. Although the land within the District is subject to seismic activity, it is not located within an Alquist-Priolo Earthquake Fault Zone.

Wildfires. In recent years, wildfires have caused extensive damage throughout the State, including within the County. Certain of these fires have burned thousands of acres and destroyed hundreds and in some cases thousands of homes. In some instances, entire neighborhoods have been destroyed. Several of the fires that occurred recently damaged or destroyed property in areas that were not previously considered to be at risk from such events. In 2025, communities in Los Angeles County, including Pacific Palisades, Malibu and Altadena, experienced widespread devastation from wildfires causing losses of life, thousands of burned homes, and billions of dollars in property damage. The District experiences high winds known as Santa Ana winds which frequently accompany and magnify the intensity of wildfires. The District can provide no assurances that property within the District will not be impacted by wildfires in the future. There is a risk of property within the District being destroyed by wildfires and no assurance can be given as to the severity or frequency of wildfires within the vicinity of the District. Additionally, property located adjacent to burn areas can be subject to mudslides and flooding, which can cause significant damage and destruction to property.

In March 2025, the California Department of Forestry and Fire Protection ("**Cal Fire**") released an updated Fire Hazard Severity Zone map for the Southern California region. The Cal Fire Hazard Severity Zone maps evaluate fire hazard, which is defined as the likelihood and expected fire behavior over a 30 to 50-year period without considering mitigation measures such as home hardening, recent wildfire or fuel reduction efforts, as opposed to risk, which is the potential damage a fire can do to the area under existing conditions, accounting for any modifications such as fuel reduction projects, defensible space, and ignition resistant building construction. Pursuant to State law, the State Fire Marshal is mandated to classify the state responsibility areas where the state has financial responsibility for wildfire protection and prevention into Fire Hazard Severity Zones classified as "Moderate," "High" or "Very High." In areas designated as local responsibility areas, where local agencies have financial responsibility for wildfire protection and prevention, Cal Fire's Fire Hazard Severity Zone maps make recommendations for the classification of Moderate, High or Very High Fire Hazard Severity Zones and the local agencies must adopt maps which either adopt Cal Fire's recommendations or place the relevant areas in a higher classification. For more information on Cal Fire's Fire Hazard Severity Zone maps, see the Cal Fire website. No portion of the District is located within a High or Very High Fire Hazard Severity Zone, however a small portion of the southwest area of the South Site is designated as a Moderate Fire Hazard Severity Zone .

[***Flooding***. Portions of each of the North Site and the South Site are located within the 100-year flood plain; however, according to the Master Developer, the Federal Emergency Management Agency ("FEMA") has issued a Conditional Letter of Map Revision (the "CLOMR") with respect to the property within the District. the CLOMR assumes the installation of perimeter channels and on-site basins, which are currently under construction by the Master Developer and expected to be completed in ____ 20__. Upon completion of the improvements required by the CLOMR, the developable portion of the property within the District will be removed from the 100-year flood plain and located in a Zone "X" flood area (an area of minimal flooding, outside the 500-year flood plain), and flood insurance is not required, and the flood plain designation will be moved to the channel and basin footprints.]

Property Insurance

In recent years, homeowners in many areas in the State have experienced significant increases in premiums for property and homeowners' insurance policies as well as difficulty in obtaining such insurance

from commercial insurance companies. Such increases in the overall cost of homeownership could have a material adverse effect on the rate of absorption of the remaining units in the District and on a homeowner's willingness and/or ability to pay the Special Taxes.

In addition, no assurances can be made that adequate homeowners' insurance coverage will be available in the future from reputable insurance companies, with premiums comparable to historical rates, or at all. The inability to obtain adequate insurance coverage could impact the ability of the homeowners' in the District to reconstruct their homes in the event of damage.

Hazardous Substances

While government taxes, assessments and charges are a common claim against the value of a parcel, other less common claims may also be relevant. One of the most serious in terms of the potential reduction in the value of a parcel is a claim with regard to a hazardous substance. In general, the owners and operators of a parcel may be required by law to remedy conditions relating to releases or threatened releases of hazardous substances. The federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, sometimes referred to as "CERCLA" or the "Super Fund Act," is the most well-known and widely applicable of these laws, but California laws with regard to hazardous substances are also stringent and similar in effect. Under many of these laws, the owner (or operator) is obligated to remedy a hazardous substance condition of a parcel whether or not the owner (or operator) had anything to do with creating or handling the hazardous substance. The effect, therefore, should any of the parcels within the District be affected by a hazardous substance, is to reduce the marketability and value by the costs of remedying the condition.

It is possible that property in the District may be liable for hazardous substances in the future as a result of the existence, currently, of a substance presently classified as hazardous but which has not been released or the release of which is not presently threatened, or the existence, currently, on the property of a substance not presently classified as hazardous but which may in the future be so classified. Additionally, such liabilities may arise not simply from the existence of a hazardous substance but from the method of handling such substance. All of these possibilities could have the effect of reducing the value of the applicable property.

Enforcement Delays – Bankruptcy

In the event of a delinquency in the payment of the Special Taxes, the District is required to commence enforcement proceedings under the circumstances described under the heading "SECURITY FOR THE BONDS — Covenants of the District." However, prosecution of such proceedings could be delayed due to crowded local court calendars or by bankruptcy, insolvency and other laws generally affecting creditors' rights (such as the Soldiers' and Sailors' Relief Act of 1940) and by the laws of the State relating to judicial and non-judicial foreclosure. Although bankruptcy proceedings would not cause the liens of the Special Taxes to become extinguished, bankruptcy of a person or entity with an interest in the applicable property could result in a delay in the enforcement proceedings because federal bankruptcy laws provide for an automatic stay of foreclosure and tax sale proceedings. Any such delay could increase the likelihood of delay or default in payment of the principal of and interest on the applicable Bonds.

FDIC/Federal Government Interests in Parcels

The ability of the District to collect interest and penalties specified by the Mello-Roos Act and to foreclose the lien of delinquent Special Taxes may be limited in certain respects with regard to parcels in which the Federal Deposit Insurance Corporation (the "FDIC"), or other federal government entities such as Fannie Mae or Freddie Mac, has or obtains an interest.

In the case of FDIC, in the event that any financial institution making a loan which is secured by parcels is taken over by the FDIC and the applicable Special Tax is not paid, the remedies available to the District may be constrained. The FDIC's policy statement regarding the payment of state and local real property taxes (the

"Policy Statement") provides that taxes other than *ad valorem* taxes which are secured by a valid lien in effect before the FDIC acquired an interest in a property will be paid unless the FDIC determines that abandonment of its interests is appropriate. The Policy Statement provides that the FDIC generally will not pay installments of non-*ad valorem* taxes which are levied after the time the FDIC acquires its fee interest, nor will the FDIC recognize the validity of any lien to secure payment except in certain cases where the Resolution Trust Corporation had an interest in property on or prior to December 31, 1995. Moreover, the Policy Statement provides that, with respect to parcels on which the FDIC holds a mortgage lien, the FDIC will not permit its lien to be foreclosed out by a taxing authority without its specific consent, nor will the FDIC pay or recognize liens for any penalties, fines or similar claims imposed for the non-payment of taxes.

The FDIC has taken a position similar to that expressed in the Policy Statement in legal proceedings brought against Orange County in United States Bankruptcy Court and in Federal District Court. The Bankruptcy Court issued a ruling in favor of the FDIC on certain of such claims. Orange County appealed that ruling, and the FDIC cross-appealed. On August 28, 2001, the Ninth Circuit Court of Appeals issued a ruling favorable to the FDIC except with respect to the payment of pre-receivership liens based upon delinquent property tax.

The District is unable to predict what effect the application of the Policy Statement would have in the event of a delinquency with respect to parcels in which the FDIC has or obtains an interest, although prohibiting the lien of the FDIC to be foreclosed out at a judicial foreclosure sale would prevent or delay the foreclosure sale.

In the case of Fannie Mae and Freddie Mac, in the event a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, or a private deed of trust secured by a parcel of taxable property is owned by a federal government entity or federal government sponsored entity, such as Fannie Mae or Freddie Mac, the ability to foreclose on the parcel or to collect delinquent Special Taxes may be limited. Federal courts have held that, based on the supremacy clause of the United States Constitution "this Constitution, and the Laws of the United States which shall be made in Pursuance thereof; and all Treaties made, or which shall be made, under the authority of the United States, shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, anything in the Constitution or Laws of any State to the contrary notwithstanding." In the absence of Congressional intent to the contrary, a state or local agency cannot foreclose to collect delinquent taxes or assessments if foreclosure would impair the federal government interest. This means that, unless Congress has otherwise provided, if a federal government entity owns a parcel of taxable property but does not pay taxes and assessments levied on the parcel (including Special Taxes), the applicable state and local governments cannot foreclose on the parcel to collect the delinquent taxes and assessments.

Moreover, unless Congress has otherwise provided, if the federal government has a mortgage interest in the parcel and the District wishes to foreclose on the parcel as a result of delinquent Special Taxes, the property cannot be sold at a foreclosure sale unless it can be sold for an amount sufficient to pay delinquent taxes and assessments on a parity with the Special Taxes and preserve the federal government's mortgage interest. For a discussion of risks associated with taxable parcels within the District becoming owned by the federal government, federal government entities or federal government sponsored entities, see "— Insufficiency of Special Tax Revenues."

The District's remedies may also be limited in the case of delinquent Special Taxes with respect to parcels in which other federal agencies (such as the Internal Revenue Service and the Drug Enforcement Administration) have or obtain an interest.

Direct and Overlapping Indebtedness

The ability of an owner of property within the District to pay the applicable Special Taxes could be affected by the existence of other taxes and assessments imposed upon taxable parcels. See "THE

COMMUNITY FACILITIES DISTRICT — Direct and Overlapping Debt" herein. Other public agencies whose boundaries overlap those of the District could impose additional taxes or assessment liens on the property within the District in order to finance public improvements or services to be located or provided inside of or outside of such area. The lien created on the property within the District through the levy of such additional taxes may be on a parity with the lien of the Special Taxes applicable to the property within the District.

The imposition of additional liens on a parity with the Special Taxes may reduce the ability or willingness of property owners to pay the Special Taxes and increase the possibility that foreclosure proceeds will not be adequate to pay delinquent Special Taxes.

Reductions in Property Values

The value of the land within the District is an important factor in determining the investment quality of the Bonds. If a property owner is delinquent in the payment of Special Taxes, the District's only remedy is to commence foreclosure proceedings in an attempt to obtain funds to pay the Special Taxes. Reductions in property values due to a downturn in the economy, physical events such as earthquakes, wildfires or floods, stricter land use regulations, delays in development or other events will adversely impact the security underlying the Special Taxes. See "THE COMMUNITY FACILITIES DISTRICT — Estimated Value-to-Lien Ratios" for a discussion of the estimated value of the property within the District.

Payment of Special Taxes is not a Personal Obligation of the Property Owners

An owner of a taxable parcel is not personally obligated to pay Special Taxes. Rather, Special Taxes are an obligation which is secured only by a lien against the taxable parcel. If the value of a taxable parcel is not sufficient, taking into account other liens imposed by public agencies, to secure fully Special Taxes, the District has no recourse against the property owner.

No Acceleration Provision

The Bonds do not contain a provision allowing for the acceleration of the Bonds in the event of a payment default or other default under the terms of the Bonds or the Fiscal Agent Agreement.

Future Measures and Initiatives

From time to time constitutional initiatives or other initiative measures may be adopted by California voters. The adoption of any such initiative might place limitations on the ability of the State or any political subdivision thereof to increase revenues or to increase appropriations, or might affect the ability of the District to collect the Special Tax.

Proposition 218

An initiative measure commonly referred to as the "Right to Vote on Taxes Act" (the "Initiative") was approved by the voters of the State of California at the November 5, 1996 general election. The Initiative added Article XIIIC and Article XIIID to the California Constitution. According to the "Title and Summary" of the Initiative prepared by the California Attorney General, the Initiative limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." The provisions of the Initiative continue to be interpreted by the courts. The Initiative could potentially impact the Special Taxes available to the District to pay the principal of and interest on the Bonds as described below.

Among other things, Section 3 of Article XIII states that ". . . the initiative power shall not be prohibited or otherwise limited in matters of reducing or repealing any local tax, assessment, fee or charge." The Mello-Roos Act provides for a procedure which includes notice, hearing, protest and voting requirements to alter the rate and method of apportionment of an existing special tax. However, the Mello-Roos Act prohibits a legislative

body from adopting any resolution to reduce the rate of any special tax or terminate the levy of any special tax pledged to repay any debt incurred pursuant to the Mello-Roos Act unless such legislative body determines that the reduction or termination of the special tax would not interfere with the timely retirement of that debt. On August 1, 1997, a bill was signed into law by the Governor of the State enacting Government Code Section 5854, which states that:

> Section 3 of Article XIIIC of the California Constitution, as adopted at the November 5, 1996, general election, shall not be construed to mean that any owner or beneficial owner of a municipal security, purchased before or after that date, assumes the risk of, or in any way consents to, any action by initiative measure that constitutes an impairment of contractual rights protected by Section 10 of Article I of the United States Constitution.

Accordingly, although the matter is not free from doubt, it is likely that the Initiative has not conferred on the voters the power to repeal or reduce the Special Taxes if such reduction would interfere with the timely retirement of the Bonds.

The interpretation and application of the Initiative will continue to be determined by the courts with respect to a number of the matters discussed above, and it is not possible at this time to predict with certainty the outcome of such determination or the timeliness of any remedy afforded by the courts. See "SPECIAL RISK FACTORS — Limitations on Remedies."

Litigation with Respect to Community Facilities Districts

Shapiro. The California Court of Appeal, Fourth Appellate District, Division One, issued its opinion in *City of San Diego v. Melvin Shapiro* (2014) 228 Cal.App.4th 756 (the "San Diego Decision"). The case involved a Convention Center Facilities District (the "CCFD") established by the City of San Diego ("San Diego"). The CCFD is a financing district much like a community facilities district established under the provisions of the Mello-Roos Act. The CCFD is comprised of all of the real property in San Diego. However, the special tax to be levied within the CCFD was to be levied only on hotel properties located within the CCFD.

The election authorizing the special tax was limited to owners of hotel properties and lessees of real property owned by a governmental entity on which a hotel is located. Thus, the election was not a registered voter election. Such approach to determining who would constitute the qualified electors of the CCFD was modeled after Section 53326(c) of the Mello-Roos Act, which generally provides that, if a special tax will not be apportioned in any tax year on residential property, the legislative body may provide that the vote shall be by the landowners of the proposed district whose property would be subject to the special tax. The Court held that the CCFD special tax election was invalid under the California Constitution because Article XIIIA, Section 4 thereof and Article XIIIC, Section 2 thereof require that the electors in such an election be the registered voters within the district.

Horizon. The Sacramento County Superior Court had issued a tentative ruling in *Horizon Capital Investments, LLC v. City of Sacramento et al*. (Case No. 34-2017-80002661). That ruling subsequently became the court's final order. As described below, this case involved an election to approve the levy of a special tax within a community facilities district ("CFD") formed under the Mello-Roos Act.

In 2017, the City of Sacramento initiated proceedings to form a CFD to finance certain costs to operate and maintain a streetcar line. As permitted by the Mello-Roos Act, the proposed district included non-contiguous parcels of non-residential property. Because there were fewer than 12 registered voters residing within the territory of the proposed CFD, the City Council submitted the special tax proposed to be levied within the proposed CFD to the owners of land within the proposed CFD, as required by the Mello-Roos Act. The proposed special tax received the requisite two-thirds vote in the landowner election.

Petitioners Horizon Capital Investments, LLC et al. filed a writ of mandate and complaint for reverse validation and declaratory relief. Petitioners argued, and the superior court agreed in its final ruling, that under section 4(a) of article XIII A of the California Constitution (which provides that "Cities, Counties and special districts, by a two-thirds vote of the qualified electors of such district [sic], may impose special taxes on such district…") the phrase "qualified electors" means the registered voters of the entire City of Sacramento and not just the owners of the property within the boundaries of the proposed CFD. Citing the San Diego Decision, the tentative ruling states that the phrase "qualified electors of the district" refers to the registered voters of the entity imposing the special tax, which in this case was the City of Sacramento. Because the vote within the proposed CFD was by landowners only and not by all registered voters in the City of Sacramento, the final ruling states that the special tax is invalid.

The superior court's final ruling is not binding upon other courts within the State and does not directly apply to the District, the Special Taxes, or the Bonds. The City of Sacramento did not appeal the superior court's ruling.

The Special Tax Elections in the District. With respect to the San Diego Decision, the facts of such case show that there were thousands of registered voters within the CCFD (*viz.*, all of the registered voters in San Diego). The elections held in the District had less than 12 registered voters at the time of the election to authorize the Special Taxes. In the San Diego Decision, the court expressly stated that it was not addressing the validity of landowner voting to impose special taxes pursuant to the Mello-Roos Act in situations where there are fewer than 12 registered voters. Thus, by its terms, the court's holding in the San Diego Decision does not apply to the Special Tax elections in the District. Moreover, Section 53341 of the Mello-Roos Act provides that any "action or proceeding to attack, review, set aside, void or annul the levy of a special tax…shall be commenced within 30 days after the special tax is approved by the voters." Similarly, Section 53359 of the Mello-Roos Act provides that any action to determine the validity of bonds issued pursuant to the Mello-Roos Act be brought within 30 days of the voters approving the issuance of such bonds. The petitioners in *Horizon* filed the writ of mandate within 30 days of the landowner election. Voters in the District approved the Special Taxes, in some cases, more than twenty years ago. Based on Sections 53341 and 53359 of the Mello-Roos Act and analysis of existing laws, regulations, rulings and court decisions, the District believes that no successful challenge to their respective Special Taxes being levied in accordance with the Rate and Method may now be brought.

Loss of Tax Exemption

As discussed under the caption "LEGAL MATTERS — Tax Matters" herein, interest on the Bonds could become includable in gross income for purposes of federal income taxation retroactive to the date the Bonds were issued, as a result of future acts or omissions the City or the District in violation of covenants in the Fiscal Agent Agreement or the Fiscal Agent Agreement, respectively. Legislative changes have been proposed in Congress, which, if enacted, would result in additional federal income tax being imposed on certain owners of tax-exempt state or district bonds, such as the Bonds. The introduction or enactment of any of such changes could adversely affect the market value or liquidity of the Bonds. Should such an event of taxability occur, the Bonds are not subject to a special redemption and will remain outstanding until maturity or until redeemed under one of the other redemption provisions contained in the Fiscal Agent Agreement.

Limited Secondary Market

There can be no guarantee that there will be a secondary market for the Bonds, or, if a secondary market exists, that the Bonds can be sold for any particular price. Although the District has committed to provide certain financial information and operating data on an annual basis, there can be no assurance that such information will be available to Beneficial Owners of the Bonds on a timely basis. The failure to provide the required annual information does not give rise to monetary damages but merely an action for specific performance. Occasionally, because of general market conditions, lack of current information, the absence of a credit rating, or adverse history or economic prospects connected with a particular issue, secondary marketing practices in connection

with a particular issue are suspended or terminated. Additionally, prices of issues for which a market is being made will depend upon then prevailing circumstances. Such prices could be substantially different from the original purchase price.

Limitations on Remedies

Remedies available to the Owners of the Bonds may be limited by a variety of factors and may be inadequate to assure the timely payment of principal of and interest on the Bonds or to preserve the tax-exempt status of interest on the Bonds.

Bond Counsel has limited its opinion as to the enforceability of the Bonds and of the Fiscal Agent Agreement to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance or transfer, moratorium or other similar laws affecting generally the enforcement of creditor's rights, by equitable principles and by the exercise of judicial discretion and by limitations on remedies against public agencies in the State of California. The lack of availability of certain remedies or the limitation of remedies may entail risks of delay, limitation or modification of the rights of the Owners.

Potential Early Redemption of Bonds from Prepayments or Assessment Bond Proceeds

Property owners within the District, including Pulte and any individual property owner, are permitted to prepay their Special Taxes at any time. Such prepayments could also be made from the proceeds of bonds issued by or on behalf of an overlapping special assessment district or community facilities district. Such prepayments will result in a redemption of the Bonds on the Interest Payment Date for which timely notice may be given under the Fiscal Agent Agreement following the receipt of the prepayment. The resulting redemption of Bonds, if any, that were purchased at a price greater than par could reduce the otherwise expected yield on such Bonds. See the caption "THE BONDS — Redemption — *Special Mandatory Redemption from Prepayment of Special Taxes and Surplus Funds*."

Cyber Security

The City, like many other public and private entities, relies on a large and complex technology environment to conduct its operations. As a recipient and provider of personal, private, or sensitive information, the City is subject to multiple cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized access to the City's digital systems for the purposes of misappropriating assets or information or causing operational disruption and damage. To date, the City has not experienced an attack on its computer operating systems which resulted in a breach of its cybersecurity systems that are in place. However, no assurances can be given that the City's efforts to manage cyber threats and attacks will be successful or that any such attack will not materially impact the operations or finances of the City.

Impact of Economic Conditions on the Development in the District

Certain events and factors which negatively affect the regional, State and national economies could have an adverse effect on the pace at which the current or any future developers in the District can complete the remaining infrastructure and future homes, and demand by, and the ability of individuals to purchase homes within the District. Such events and factors could include rising inflation and interest rates, persistent supply chain issues and global market instability caused by geopolitical events. Any adverse impact of the foregoing and other economic factors on the projects in the District and the real estate market in general cannot be predicted.

LEGAL MATTERS

Tax Matters

Tax Exemption. At closing, Bond Counsel expects to render an opinion to the District that based on existing statutes, regulations, rulings, and court decisions, interest on the Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. Bond Counsel observes, however, that interest on the Bonds is included in annual adjusted financial statement income for the purpose of computing the alternative minimum tax imposed on applicable corporations. Bond Counsel expects to deliver an opinion at the time of issuance of the Bonds substantially in the form set forth in Appendix C hereto.

The Code imposes various restrictions, conditions, and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District will covenant to comply with certain restrictions designed to assure that interest on the Bonds will not be included in federal gross income. Failure to comply with these covenants may result in interest on the Bonds being included in federal gross income, possibly from the date of issuance of the Bonds. In addition, the District will make certain representations and covenants in the Fiscal Agent Agreement and the Tax Certificate to be delivered the date of the closing. The opinion of Bond Counsel will assume compliance with all these covenants and representations. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Bonds may affect the value of, or the tax status of interest on, the Bonds. Further, no assurance can be given that pending or future legislation or amendments to the Code will not adversely affect the value of, or the tax status of interest on, the Bonds. Prospective owners are urged to consult their own tax advisors with respect to proposals to restructure the federal income tax.

If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public (excluding bond houses and brokers) at which a Bond is sold is greater than the amount payable at maturity thereof, then the excess of the tax basis of a purchaser of such Bond (other than a purchaser who holds such Bond as inventory, stock in trade, or for sale to customers in the ordinary course of business) over the principal amount of such Bond constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes.

Original issue discount is excludable from gross income for federal income tax purposes and exempt from State of California personal income taxes to the same extent as the interest on the Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each such Bond and the basis of such Bond acquired at such initial offering price by an initial purchaser of each such Bond will be increased by the amount of such accrued discount. The Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase such Bonds after the initial offering of a substantial amount thereof. Owners who do not purchase such Bonds in the initial offering at the initial offering prices should consult their own tax advisors with respect to the tax consequences of ownership of such Bonds. All holders of such Bonds should consult their own tax advisors with respect to the allowance of a deduction for any loss on a sale or other disposition to the extent that calculation of such loss is based on accrued original issue discount.

Original issue premium is amortized for federal income tax purposes and State of California personal income taxes over the term of such Bond based on the purchaser's yield to maturity in such Bond, except that in the case of such Bond callable prior to its stated maturity, the amortization period and the yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Bond. A purchaser of such Bond is required to decrease his or her adjusted basis in such Bond by the amount of bond premium

attributable to each taxable year in which such purchaser holds such Bond. The amount of bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of such Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of bond premium attributable to each taxable year and the effect of bond premium on the sale or other disposition of such Bond and with respect to the state and local tax consequences of owning and disposing of such Bond.

Certain agreements, requirements, and procedures contained or referred to in the Fiscal Agent Agreement and other relevant documents may be changed and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in those documents, upon the advice or with the approving opinion of nationally recognized bond counsel. Bond Counsel expresses no opinion as to any Bond or the interest payable with respect thereto if any change occurs or action is taken or omitted upon the advice or approval of counsel other than Bond Counsel.

Although Bond Counsel has rendered an opinion that interest on the Bonds is excluded from federal gross income under Section 103 of the Code and is exempt from current State of California personal income taxes, the ownership or disposition of the Bonds and the accrual or receipt of interest on the Bonds may otherwise affect an Owner's State, local, or federal tax liability. The nature and extent of these other tax consequences will depend upon each Owner's particular tax status and the Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences. Bond Counsel's opinion is rendered as of its date and Bond Counsel assumes no obligation to update its opinion.

Future rulings, court decisions, legislative proposals, if enacted into law, or clarification of the Code may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation, or otherwise prevent Owners from realizing the full current benefit of the tax status of such interest. There can be no assurance that such future rulings, court decisions, legislative proposals, if enacted into law, or clarification of the Code enacted or proposed after the date of issuance of the Bonds will not have an adverse effect on the tax exempt status or market price of the Bonds.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the District or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The District will covenant, however, to comply with the requirements of the Code. Unless separately engaged, Bond Counsel is not obligated to defend the District or the Beneficial Owners regarding the tax-exempt status of the Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the District and their appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the District legitimately disagrees may not be practicable. Any action of the IRS, including but not limited to selection of the Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues, may affect the market price for, or the marketability of, the Bonds, and may cause the District or the Beneficial Owners to incur significant expense.

Absence of Litigation

The District will certify at the time the Bonds are issued that no litigation is pending or threatened concerning the validity of the Bonds and that no action, suit or proceeding is known by the District to be pending against the District that would restrain or enjoin the delivery of the Bonds, or contest or affect the validity of the Bonds or any proceedings of the District taken with respect to the Bonds.

Legal Opinion

Certain proceedings in connection with the issuance of the Bonds are subject to the approval as to their legality of Aleshire & Wynder, LLP, Irvine, California, Bond Counsel for the District in connection with the issuance of the Bonds. The opinion of Bond Counsel approving the validity of the Bonds substantially in the form attached as Appendix C hereto will be attached to each Bond. Bond Counsel's employment is limited to a review of legal procedures required for the approval of the Bonds and to rendering an opinion as to the validity of the Bonds and the exemption of interest on the Bonds from income taxation. Bond Counsel expresses no opinion to the Owners of the Bonds as to the accuracy, completeness or fairness of this Official Statement or other offering materials relating to the Bonds and expressly disclaims any duty to do so.

Payment of the fees of Disclosure Counsel, the Municipal Advisor, Underwriter's Counsel and the Underwriter is contingent upon issuance of the Bonds.

MISCELLANEOUS

No Rating

The District has not made and does not contemplate making application to any rating agency for the assignment of a rating of the Bonds.

Underwriting

The Bonds are being purchased by Oppenheimer & Co. Inc. (the "Underwriter") at a purchase price of $_____ (representing the par amount of the Bonds, less an Underwriter's discount of $_____ and plus original issue premium of $_____).

The purchase contract relating to the Bonds between the District and the Underwriter provides that all Bonds will be purchased if any are purchased, and that the obligation to make such purchase is subject to certain terms and conditions set forth in said purchase contract, including, but not limited to, the approval of certain legal matters by counsel.

Continuing Disclosure

The District. Pursuant to a Continuing Disclosure Agreement, the District will agree to provide, or cause to be provided, through the Electronic Municipal Market Access system ("EMMA") maintained by the Municipal Securities Rulemaking Board (or with such other entity as is designated or authorized under Rule 15c2-12 adopted by the Securities and Exchange Commission) certain annual financial information and operating data. The Annual Report to be filed by the District will include audited financial statements of the City, and additional financial and operating data concerning the District as set forth in Section 4 of the Continuing Disclosure Agreement attached hereto as Appendix D.

The Continuing Disclosure Agreement will inure solely to the benefit of any Dissemination Agent, the Underwriter and Owners or Beneficial Owners from time to time of the Bonds. A default under the Continuing Disclosure Agreement is not a default under the Fiscal Agent Agreement and the sole remedy following a default is an action to compel specific performance by the District with the terms of the Continuing Disclosure Agreement.

[The City and its related governmental entities (such as the Perris Joint Powers Authority (the "Authority"), the Successor Agency to the Redevelopment Agency of the City of Perris (the "Successor Agency"), certain community facilities districts formed by the City and the Perris Public Financing Authority (the "PPFA") have previously entered into disclosure undertakings under Rule 15c2-12 in connection with the issuance of long-term obligations. Compliance with such undertakings has been the responsibility of City staff.

During the last five years the City, the Authority, the Successor Agency, certain of the City's community facilities districts and the PPFA failed to comply in certain respects with continuing disclosure undertakings related to outstanding bonded indebtedness. The failures to comply include (i) the City, the Successor Agency, the Authority and the PPFA failed to file audited financial statements by the required dates for the fiscal years ending June 30, 2020 through 2024; and (ii) the PPFA timely filed an annual report for the fiscal year ending June 30, 2019 with respect to the PPFA's Tax Allocation Revenue Refunding Bonds, 2015 Series A and Tax Allocation Subordinate Revenue Refunding Bonds, 2015 Series B; however, such report did not include all required information, and the PPFA filed a supplemental annual report with the required information approximately 29 days after the due date for the annual report. The audited financial statements for the fiscal year ending June 30, 2021 were filed on March 21, 2022 (approximately 80 days late for certain continuing disclosure undertakings), the audited financial statements for the fiscal year ending June 30, 2022 were filed on August 22, 2023 (approximately 234 days late for certain continuing disclosure undertakings), the audited financial statements for the fiscal year ending June 30, 2023 were filed on September 23, 2024 (approximately 267 days late for certain continuing disclosure undertakings), the audited financial statements for the fiscal year ending June 30, 2024 were filed on September 19, 2025 (approximately 261 days late for certain continuing disclosure undertakings), and the audited financial statements for the fiscal year ending June 30, 2025 were filed on March 10, 2026 (approximately 69 days late for certain continuing disclosure undertakings).]

In order to promote compliance by the Authority, the PPFA, the Successor Agency and the City and its community facilities districts with continuing disclosure undertakings in the future, the City has continued to retain Willdan Financial Services to serve as the dissemination agent for its outstanding bonded indebtedness which are subject to the Rule.

The Master Developer. The Underwriter does not consider the Master Developer to be an "obligated person" with respect to the Bonds for purposes of the Rule. Notwithstanding the foregoing, to provide updated information with respect to the development within the District, the Master Developer will execute a continuing disclosure certificate (the "Master Developer Continuing Disclosure Certificate") pursuant to which it will covenant to provide semiannual reports, commencing _____, until satisfaction of certain conditions set forth in the Master Developer Continuing Disclosure Certificate. The semiannual reports to be provided by the Master Developer will contain updates regarding the development within the District as outlined in Section ___ of the Master Developer Continuing Disclosure Certificate attached hereto as Appendix E. In addition to its semiannual reports, the Master Developer will agree to provide notices of certain events set forth in the Master Developer Continuing Disclosure Certificate.

The Master Developer's obligations under the Master Developer Continuing Disclosure Certificate will terminate upon the earliest to occur of: (a) the legal defeasance, prior redemption or payment in full of all the Bonds; or (b) at such time as _____.

Pending Legislation

The District is not aware of any significant pending legislation which would have material adverse consequences on the Bonds or the ability of the District to pay the principal of and interest on the Bonds when due.

Additional Information

References are made herein to certain documents and reports which are brief summaries thereof which do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

The execution and delivery of this Official Statement has been duly authorized by the District.

COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS

By: _____
City Manager

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE FISCAL AGENT AGREEMENT

APPENDIX B

RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

RATE AND METHOD OF APPORTIONMENT FOR COMMUNITY FACILITIES DISTRICT NO. 2022-2 (PERRIS LOGISTICS CENTER) OF THE CITY OF PERRIS

A Special Tax shall be levied on all Taxable Property within the boundaries of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris ("CFD No. 2022-2") and collected each Fiscal Year commencing in Fiscal Year 2023-24, in an amount determined by the CFD Administrator through the application of the procedures described below. All of the real property within CFD No. 2022-2, unless exempted by law or by the provisions hereof, shall be taxed for the purposes, to the extent, and in the manner herein provided.

1. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"**Acre**" **or** "**Acreage**" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable Final Map. An Acre means 43,560 square feet of land.

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

"**Acquisition Agreement**" means this Acquisition and Funding Agreement, dated July 25, 2023, by and among the City, the Developer, and the IDI Property Owners, as originally executed or as the same may be amended from time to time in accordance with its terms

"**Administrative Expenses**" means the following actual or reasonably estimated costs related to the administration of CFD No. 2022-2 including, but not limited to: the costs of preparing and computing the Annual Special Tax (whether by the City or designee thereof or both); the costs of collecting the Special Taxes (whether by the City, the County or otherwise); the costs of remitting the Special Taxes to the Trustee; the costs of the Trustee (including its legal counsel) in the discharge of the duties required of it under the Indenture; the costs to the City, CFD No. 2022-2, or any designee thereof complying with arbitrage rebate requirements, including without limitation rebate liability costs and periodic rebate calculations; the costs to the City, CFD No. 2022-2, or any designee thereof complying with disclosure or reporting requirements of the City or CFD No. 2022-2, associated with applicable federal and State laws; the costs associated with preparing Special Tax disclosure statements and responding to public inquiries regarding the Special Taxes; the costs to the City, CFD No. 2022-2, or any designee thereof related to an appeal of the Special Tax; and the City's annual administration fees and third party expenses. Administrative Expenses shall also include amounts estimated or advanced by the City or CFD No. 2022-2 for any other administrative purposes of CFD No. 2022-2, including attorney's fees and other costs related to commencing and pursuing any foreclosure of delinquent Special Taxes.

"**Annual Special Tax**" means the Special Tax actually levied in any Fiscal Year on any Assessor's Parcel.

"**Assessor**" means the Assessor of the County of Riverside.

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

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

"**Assessor's Parcel Number**" means the number assigned to an Assessor's Parcel by the County for purposes of identification.

"**Authorized Fees**" means development, impact or other fees imposed by the City as shown on Exhibit C to the Acquisition Agreement.

"**Boundary Map**" means the map of the boundaries of CFD No. 2022-2 recorded on in the Riverside County Recorder's Office in Book 91, Pages 29-30, of Maps of Assessments and Community Facilities Districts (instrument number 2023-0160018).

"**Bonds**" means any bonds or other Debt of CFD No. 2022-2, whether in one or more series, secured by the levy of Special Taxes.

"**Calendar Year**" means the period commencing January 1 of any year and ending the following December 31.

"**CFD Administrator**" means an authorized representative of the City, or designee thereof, responsible for determining the Special Tax Requirement and for preparing the Annual Special Tax roll.

"**CFD No. 2022-2**" means the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris.

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

"**Council**" means the City Council of the City acting as the legislative body of CFD No. 2022-2 under the Act.

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

"**Debt**" means any binding obligation to pay or repay a sum of money, including obligations in the form of bonds, certificates of participation, long-term leases, loans from government agencies, or loans from banks, other financial institutions, private businesses, or individuals, or long-term contracts.

"**Debt Service**" means for each Fiscal Year, the total amount of principal and interest payable on any Outstanding Bonds during the Calendar Year commencing on January 1 of such Fiscal Year.

"**Developer**" means IDI Logistics, LLC, a Delaware limited liability company, and its successors and assigns.

"**Exempt Property**" means for each Fiscal Year, all Assessor's Parcels designated as being exempt from Special Taxes pursuant to Section 8 below.

"**Facilities**" means the facilities described in Exhibit B to the Acquisition Agreement.

"**Final Map**" means a subdivision of property by recordation of a final map, parcel map, or lot line adjustment, pursuant to the Subdivision Map Act (California Government Code Section 66410 et seq.) or recordation of a condominium plan pursuant to California Civil Code 4285 that creates individual lots for which Building Permits may be issued without further subdivision.

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

"**Indenture**" means the indenture, fiscal agent agreement, resolution or other instrument pursuant to which Bonds are issued, as modified, amended and/or supplemented from time to time, and any instrument replacing or supplementing the same.

"**IDI Property Owners**" means IDIL Perris North 3, L.P., a Delaware limited partnership, and IDIL Perris Fulfillment Center L.P., a Delaware limited partnership, and/or an affiliated company thereof, and their respective successor and/or assigns.

"**Lower Income Households Welfare Exemption Property**" means, for each Fiscal Year, an Assessor's Parcel that is entitled to a welfare exemption under subdivision (g) of Section 214 of the California Revenue and Taxation Code (or any successor statute), as indicated in the County Assessor's roll finalized as of January 1 of the previous Fiscal Year; provided that such property shall not be classified as Lower Income Households Welfare Exemption Property if debt is outstanding and the property was subject to the Special Tax prior to receiving the exemption, in which case the property shall remain subject to the Special Tax and the Special Tax shall be enforceable against the property.

"**Maximum Special Tax**" means for each Assessor's Parcel, the maximum Special Tax, determined in accordance with Sections 3.A and 3.B below, which may be levied in a given Fiscal Year on such Assessor's Parcel of Taxable Property.

"**Outstanding Bonds**" means all Bonds, which are deemed to be outstanding under the Indenture.

"**Prepayment Amount**" means the amount required to prepay the Annual Special Tax obligation in full for an Assessor's Parcel as described in Section 6.A below.

"**Proportionately**" **or** "**Proportionate**" means for Taxable Property, that the ratio of the actual Special Tax levy to the applicable Maximum Special Tax Special Tax is equal for all Assessor's Parcels of Taxable Property.

"**Provisional Property**" means all Assessor's Parcels of Public Property, or property that would otherwise be classified as Exempt Property pursuant to the provisions of Section 8, but cannot be classified as Exempt Property because to do so would reduce the Acreage of all Taxable Property below the required minimum Acreage as set forth in Section 8.

"**Public Property**" means any property within the boundaries of CFD No. 2022-2, which is owned by, or irrevocably offered for dedication to the federal government, the State of California, the County, the City or any other public agency; provided however that any property owned by a public agency and leased to a private entity and subject to taxation under Section 53340.1 of the Act shall be taxed and classified in accordance with its use.

"**Special Tax**" means any special tax levied within CFD No. 2022-2 pursuant to the Act and this Rate and Method of Apportionment of Special Tax.

"**Special Tax Obligation**" means the total obligation of an Assessor's Parcel of Taxable Property to pay the Special Tax for the remaining life of CFD No. 2022-2.

"**Special Tax Requirement**" means that amount required in any Fiscal Year to: (i) pay regularly scheduled Debt Service on all Outstanding Bonds; (ii) pay periodic costs on the Outstanding Bonds, including but not limited to, credit enhancement and rebate payments on the Outstanding Bonds; (iii) pay Administrative Fees and Expenses; (iv) pay any amounts required to establish or replenish any reserve funds for all Outstanding Bonds; (v) accumulate funds for deposit in the Improvement Fund to pay directly or reimburse Developer for acquisition or construction of Facilities or Authorized Fees; and (vi) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less (vii) a credit for funds available to reduce the Annual Special Tax levy, as determined by the CFD Administrator pursuant to the Indenture.

"**State**" means the State of California.

"**Taxable Property**" means all of the Assessor's Parcels within the boundaries of CFD No. 2022- 2, which are not exempt from the levy of the Special Tax pursuant to law or Section 8 below.

"**Trustee**" means the trustee or fiscal agent under the Indenture.

2. LAND USE CLASSIFICATION

Each Fiscal Year, beginning with Fiscal Year 2023-24, each Assessor's Parcel within CFD No. 2022-2 shall be classified as Taxable Property, Exempt Property or Provisional Property and all such Taxable Property shall be subject to the levy of Special Taxes in accordance with this Rate and Method of Apportionment of Special Tax determined pursuant to Sections 3 and 4 below.

3. SPECIAL TAX RATES

A. Maximum Special Tax for Taxable Property

The Maximum Special Tax applicable to an Assessor's Parcel classified as Taxable Property commencing in Fiscal Year 2023-24 shall be determined pursuant to Table 1 below.

Table 1
Maximum Special Tax Rates

Land Use Type	Maximum Special Tax per Acre
Taxable Property	$4,400

Each July 1, commencing July 1, 2024, the Maximum Special Tax rates for Taxable Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

B. Maximum Special Tax for Provisional Property

The Maximum Special Tax for Provisional Property commencing in Fiscal Year 2023-24 shall be $4,400 per Acre for property. Each July 1, commencing July 1, 2024, the Maximum Special Tax rates for Provisional Property shall be increased by two percent (2%) of the amount in effect the prior Fiscal Year.

4. METHOD OF APPORTIONMENT

For each Fiscal Year, commencing Fiscal Year 2023-24, the CFD Administrator shall levy the Special Tax on all Taxable Property in accordance with the following steps:

Step 1: The Special Tax shall be levied Proportionately on each Assessor's Parcel of Taxable Property in an amount up to 100% of the applicable Maximum Special Tax as necessary to satisfy the Special Tax Requirement;

Step 2: If additional monies are needed to satisfy the Special Tax Requirement after the first step has been completed, then the Special Tax shall be levied Proportionately on each Assessor's Parcel of Provisional Property.

5. COLLECTION OF SPECIAL TAXES

Collection of the Annual Special Tax shall be made by the County in the same manner as ordinary ad valorem property taxes are collected and the Annual Special Tax shall be subject to the same penalties and the same lien priority in the case of delinquency as ad valorem taxes; provided, however, that the Council may provide for (i) other means of collecting the Special Tax, including direct billings thereof to the property owners; and (ii) judicial foreclosure of delinquent Annual Special Taxes.

6. PREPAYMENT OF SPECIAL TAX OBLIGATION

A. Prepayment in Full

Property owners may prepay and permanently satisfy the Special Tax Obligation by a cash settlement with the City as permitted under Government Code Section 53344. The following definitions apply to this Section 6:

"**CFD Public Facilities Costs**" means $21,000,000 or such number that (i) shall be determined by the CFD Administrator as sufficient to acquire or construct the facilities to be financed under the Act and financing program for CFD No. 2022-2, or (ii) shall be determined by the Council concurrently with a covenant that it will not issue any more Bonds (except refunding bonds).

"**Future Facilities Costs**" means the CFD Public Facilities Costs minus (i) costs previously paid from the Improvement Fund to acquire or construct the facilities, (ii) monies currently on deposit in the Improvement Fund, and (iii) monies currently on deposit in an escrow or other designated fund that are expected to be available to finance CFD Public Facilities Costs.

"**Improvement Fund**" means the fund (regardless of its name) established pursuant to the Indenture (and referenced in the Acquisition Agreement) or a separate account maintained by the City to hold funds, which are currently available for expenditure to acquire or construct the Facilities or pay Authorized Fees to be funded by CFD No. 2022-2.

"**Outstanding Bonds**" means all Previously Issued Bonds, which remain outstanding as of the first interest and/or principal payment date following the current Fiscal Year excluding Bonds to be redeemed at a later date with proceeds of prior Special Tax prepayments.

"**Previously Issued Bonds**" means all Bonds that have been issued prior to the date of prepayment.

The Special Tax Obligation applicable to an Assessor's Parcel of Taxable Property may be prepaid and the obligation to pay the Special Tax for such Assessor's Parcel permanently satisfied as described herein, provided that a prepayment may be made with respect to a particular Assessor's Parcel only if there are no delinquent Special Taxes with respect to such Assessor's Parcel at the time of prepayment or the delinquent special taxes are paid off concurrently with the prepayment to the satisfaction of the CFD Administrator. An owner of an Assessor's Parcel eligible to prepay the Special Tax Obligation shall provide the CFD Administrator with written notice of intent to prepay, and designate or identify the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the Prepayment Amount for such Assessor's Parcel within thirty (30) days of the request, and may charge a reasonable fee for providing this service. Prepayment must be made at least 60 days prior to any redemption date provided for in the Indenture with respect to CFD No. 2022-2 Bonds to be redeemed with the proceeds of such prepaid Special Taxes, unless a shorter period is acceptable to the Trustee and the City.

The Prepayment Amount (defined below) shall be calculated for each applicable Assessor's Parcel or group of Assessor's Parcels as summarized below (capitalized terms as defined below):

Bond Redemption Amount
plus Redemption Premium
plus Future Facilities Prepayment Amount
plus Defeasance Amount
plus Prepayment Administrative Fees and Expenses
less Reserve Fund Credit
less Capitalized Interest Credit
Total: equals Prepayment Amount

As of the proposed date of prepayment, the Prepayment Amount (defined in Step 14 below) shall be calculated as follows:

Step No.:

1. Confirm that no Special Tax delinquencies apply to such Assessor's Parcel.

2. For Assessor's Parcels of Taxable Property, determine the Maximum Special Tax.

3. Divide the Maximum Special Tax computed pursuant to paragraph 2 by the total expected Maximum Special Tax revenue for CFD No. 2022-2, excluding any Assessor's Parcels for which the Special Tax Obligation has been previously prepaid.

4. Multiply the quotient computed pursuant to paragraph 3 by the Outstanding Bonds to compute the amount of Outstanding Bonds to be retired and prepaid for all applicable parcels and round that amount up to the nearest $5,000 increment (the "**Bond Redemption Amount**").

5. Multiply the Bond Redemption Amount computed pursuant to paragraph 4 by the applicable redemption premium (expressed as a percentage), if any, on the Outstanding Bonds to be redeemed at the first available call date (the "**Redemption Premium**").

6. Compute the Future Facilities Costs.

7. Multiply the quotient computed pursuant to paragraph 3 by the amount determined pursuant to paragraph 6 to compute the amount of Future Facilities Costs to be prepaid (the "**Future Facilities Prepayment Amount**").

8. Compute the amount needed to pay interest on the Bond Redemption Amount from the first bond interest and/or principal payment date following the current Fiscal Year until the expected redemption date for the Outstanding Bonds which, depending on the Indenture, may be as early as the next interest payment date, but the redemption date may be any date determined by the CFD Administrator as convenient and appropriate, provided such date is permitted by the Indenture.

9. Compute the amount the CFD Administrator reasonably expects to derive from the reinvestment of the Prepayment Amount less the Future Facilities Prepayment Amount and the Prepayment Administrative Fees from the date of prepayment until the redemption date for the Outstanding Bonds to be redeemed with the prepayment.

10. Subtract the amount computed in paragraph 9 from the amount computed in paragraph 8 (the "**Defeasance Amount**").

11. Calculate the administrative fees and expenses of CFD No. 2022-2, including the costs of computation of the prepayment, the costs to invest the prepayment proceeds, the costs of

redeeming CFD No. 2022-2, and the costs of recording any notices to evidence the prepayment and the redemption (the "**Prepayment Administrative Fees**").

12. If reserve funds for the Outstanding Bonds, if any, are at or above 100% of the reserve requirement (as defined in the Indenture) on the prepayment calculation date, a reserve fund credit shall be calculated as a reduction in the applicable reserve fund for the Outstanding Bonds to be redeemed pursuant to the prepayment (the "**Reserve Fund Credit**"). No Reserve Fund Credit shall be granted if, after the Prepayment Amount is calculated, reserve funds are below 100% of the reserve requirement.

13. If any capitalized interest for the Outstanding Bonds will not have been expended at the time of the first interest and/or principal payment following the current Fiscal Year, a capitalized interest credit shall be calculated by multiplying the quotient computed pursuant to paragraph 3 by the expected balance in the capitalized interest fund after such first interest and/or principal payment (the "**Capitalized Interest Credit**").

14. The amount to prepay the Special Tax Obligation is equal to the sum of the amounts computed pursuant to paragraphs 4, 5, 7, 10, and 11, less the amounts computed pursuant to paragraphs 12 and 13 (the "**Prepayment Amount**").

15. From the Prepayment Amount, the sum of the amounts computed pursuant to paragraphs 4, 5, and 10, less the amounts computed pursuant to paragraphs 12 and 13 shall be deposited into the appropriate fund as established under the Indenture and be used to retire Outstanding Bonds or make Debt Service payments. The amount computed pursuant to paragraph 7 shall be deposited into the Improvement Fund. The amount computed pursuant to paragraph 11 shall be retained by CFD No. 2022-2.

The Prepayment Amount may be sufficient to redeem an amount other than a $5,000 increment of CFD No. 2022-2 Bonds. In such cases, the increment above $5,000 or integral multiple thereof will be retained in the appropriate fund established under the Indenture to redeem CFD No. 2022-2 Bonds to be used with the next prepayment of CFD No. 2022-2 Bonds.

The CFD Administrator will confirm that all previously levied Special Taxes have been paid in full. With respect to any Assessor's Parcel for which the Special Tax Obligation is prepaid in full, once the CFD Administrator has confirmed that all previously levied Special Taxes have been paid, the Council shall cause a suitable notice to be recorded in compliance with the Act, to indicate the prepayment of the Special Tax and the release of the Special Tax lien on such Assessor's Parcel, and the obligation of the owner of such Assessor's Parcel to pay the Special Tax shall cease.

Notwithstanding the foregoing, no Special Tax prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

B. Partial Prepayment

The Special Tax on an Assessor's Parcel of Taxable Property may be partially prepaid. The amount of the prepayment shall be calculated as in Section 6.A.; except that a partial prepayment shall be calculated according to the following formula:

$$PP = (P_E - A) \times F + A$$

These terms have the following meaning:

PP = the partial prepayment
P_E = the Prepayment Amount calculated according to Section 6.A
F = the percentage by which the owner of the Assessor's Parcel(s) is partially prepaying the Special Tax Obligation
A = the Prepayment Administrative Fees and Expenses from Section 6.A

The owner of any Assessor's Parcel who desires such partial prepayment shall notify the CFD Administrator of (i) such owner's intent to partially prepay the Special Tax Obligation, (ii) the percentage by which the Special Tax Obligation shall be prepaid, and (iii) the company or agency that will be acting as the escrow agent, if any. The CFD Administrator shall provide the owner with a statement of the amount required for the partial prepayment of the Special Tax Obligation for an Assessor's Parcel within sixty (60) days of the request and may charge a reasonable fee for providing this service.

With respect to any Assessor's Parcel that is partially prepaid, the City shall (i) distribute the funds remitted to it according to Section 6.A., and (ii) indicate in the records of CFD No. 2022-2 that there has been a partial prepayment of the Special Tax Obligation and that a portion of the Special Tax with respect to such Assessor's Parcel, equal to the outstanding percentage (1.00 - F) of the Maximum Special Tax, shall continue to be levied on such Assessor's Parcel.

Notwithstanding the foregoing, no partial prepayment shall be allowed unless the aggregate amount of Maximum Special Taxes less Administrative Expenses that may be levied on Taxable Property, respectively, after the proposed partial prepayment is at least 1.1 times the Debt Service on all Outstanding Bonds in each Fiscal Year.

7. TERM OF SPECIAL TAX

The Special Tax shall be levied as long as necessary to meet the Special Tax Requirement for a period not to exceed fifty (50) Fiscal Years commencing with Fiscal Year 2023-24, provided however that the Special Tax will cease to be levied in an earlier Fiscal Year if the CFD Administrator has determined that all required interest and principal payments on CFD No. 2022-2 Bonds have been paid and the City has not instructed the CFD Administrator to continue levying.

8. EXEMPTIONS

The CFD Administrator shall classify as Exempt Property (i) Assessor's Parcels of Public Property, or (ii) Assessor's Parcels which are used as places of worship and are exempt from ad valorem property taxes because they are owned by a religious organization, (iii) Assessor's Parcels with public or utility easements making impractical their utilization for other than the purposes set forth in the easement, and (iv) Lower Income Households Welfare Exemption Property, provided that no such classification would reduce the sum of all Taxable Property in CFD No. 2022-2 to less than 327.658 Acres. Assessor's Parcels which cannot be classified as Exempt Property because such classification would reduce the sum of all Taxable Property in CFD No. 2022-2 to less than 327.658 Acres shall be classified as Provisional Property and will continue to be subject to the CFD No. 2022-2 Special Taxes accordingly. Tax exempt status for the purpose of this paragraph will be assigned by the CFD Administrator in the chronological order in which property becomes eligible for classification as Exempt Property.

If the use of an Assessor's Parcel of Exempt Property changes so that such Assessor's Parcel is no longer classified as one of the uses set forth in the first paragraph of Section 8 above that would make such Assessor's Parcel eligible to be classified as Exempt Property, such Assessor's Parcel shall cease to be classified as Exempt Property and shall be deemed to be Taxable Property.

Notwithstanding the above, the CFD Administrator will interpret any ambiguities in the provisions of this RMA to facilitate the levy of $1,441,695.20 on the Taxable Property within CFD No. 2022-2 for Fiscal Year 2023-24.

9. APPEALS

Any landowner who pays the Special Tax and claims the amount of the Special Tax levied on his or her Assessor's Parcel is in error shall first consult with the CFD Administrator regarding such error not later than twelve (12) months after first having paid the first installment of the Special Tax that is disputed. If following such consultation the CFD Administrator determines that an error has occurred, then the CFD Administrator shall take any of the following actions, in order of priority, in order to correct the error:

(i) Amend the Special Tax levy on the landowner's Assessor's Parcel(s) for the current Fiscal Year prior to the payment date,

(ii) Require the CFD to reimburse the landowner for the amount of the overpayment to the extent of available CFD funds, or

(iii) Grant a credit against, eliminate or reduce the future Special Taxes on the landowner's Assessor's Parcel(s) in the amount of the overpayment.

If following such consultation and action by the CFD Administrator the landowner believes such error still exists, such person may file a written notice of appeal with the City Council. Upon the receipt of such notice, the City Council or designee may establish such procedures as deemed necessary to undertake the review of any such appeal. If the City Council or designee determines an error still exists, the CFD Administrator shall take any of the actions described as (i), (ii) and (iii) above, in order of priority, in order to correct the error.

The City Council or designee thereof shall interpret this Rate and Method of Apportionment of Special Tax for purposes of clarifying any ambiguities and make determinations relative to the administration of the Special Tax and any landowner appeals. The decision of the City Council or designee shall be final.

APPENDIX C

FORM OF BOND COUNSEL OPINION

APPENDIX D

FORM OF DISTRICT CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Disclosure Agreement"), dated as of October 1, 2026, is executed and delivered by the Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District") and Willdan Financial Services, as dissemination agent, in connection with the issuance and delivery of Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series (the "Bonds"). The Bonds are being issued pursuant to a resolution adopted by the Board of Directors of the District on September 29, 2026 and a Fiscal Agent Agreement by and between the District and U.S. Bank Trust Company, National Association, as fiscal agent, dated as of October 1, 2026 (the "Fiscal Agent Agreement"). The District covenants as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Authority, for the benefit of the Owners and Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (as defined below).

SECTION 2. Definitions. In addition to the definitions set forth in the Fiscal Agent Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"*Annual Report*" shall mean any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"*Beneficial Owner*" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income purposes.

"City" shall mean the City of Perris, California.

"*Disclosure Representative*" shall mean the City Manager, Assistant City Manager or Finance Director of the City of Perris (the "City"), or his or her designee, or such other officer or employee as the District shall designate in writing to the Dissemination Agent from time to time.

"*Dissemination Agent*" shall mean, initially, Willdan Financial Services, or any successor Dissemination Agent designated in writing by the District which has filed with the then current Dissemination Agent a written acceptance of such designation.

"*District"* shall mean Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris.

"*Financial Obligation*" means a: (A) debt obligation; (B) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (C) guarantee of (A) or (B). The term "Financial Obligation" does not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

"*Listed Events*" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

"*Owners*" shall mean the registered owners of the Bonds as set forth in the registration books maintained by the Trustee.

"*Participating Underwriter*" shall mean Oppenheimer & Co. Inc., as the original underwriter of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"*Rate and Method of Apportionment*" means the Rate and Method of Apportionment of Special Taxes for the District.

"*Repository*" shall mean the Electronic Municipal Market Access System of the Municipal Securities Rulemaking Board, which can be found at http://emma.msrb.org/, or any other repository of disclosure information that may be designated by the Securities and Exchange Commission as such for purposes of the Rule in the future.

"*Rule*" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"*Special Tax*" shall mean the special tax levied on property within the District in accordance with the Rate and Method of Apportionment for the District.

"Tax-exempt" shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preferences or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) Not later than March 1 immediately following the end of the District's fiscal year, commencing March 1, 2027, the District shall, provide or shall cause the Dissemination Agent to provide, to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement; provided, however, that the first Annual Report due March 1, 2027 shall consist solely of the Official Statement. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the City, if any are prepared, may be submitted separately from and later than the balance of the Annual Report if they are not available by the date required above for the filing of the Annual Report.

An Annual Report shall be provided at least annually notwithstanding any fiscal year longer than 12 calendar months. The District's fiscal year ("Fiscal Year") is currently effective from July 1 to the immediately succeeding June 30 of the following year. The District will promptly notify the Repository or the Municipal Securities Rulemaking Board and the Dissemination Agent of a change in the fiscal year dates.

(b) In the event that the Dissemination Agent is an entity other than the District, then the provisions of this Section 3(b) shall apply. Not later than fifteen (15) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the District shall provide the Annual Report to the Dissemination Agent. If by fifteen (15) Business Days prior to such date the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District will be filing the Annual Report in compliance with subsection (a). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent may conclusively rely upon such certification of the District and shall have no duty or obligation to review such Annual Report.

(c) If the District is the Dissemination Agent and the District is unable to provide to the Repository an Annual Report by the date required in subsection (a), the District shall, in a timely manner, send a notice to the Municipal Securities Rulemaking Board and the Repository, if any, in substantially the form attached to this

Disclosure Agreement as Exhibit A. If the Dissemination Agent is other than the District and if the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall, in a timely manner, send a notice to the Repository, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall upon receipt, promptly file each Annual Report received under Section 3(b) with the Repository.

SECTION 4. Content of Annual Reports. The District's Annual Report shall contain or include by reference:

(a) Financial Statements. The audited financial statements of the City for the most recent fiscal year of the City then ended, if such audited financial statements are prepared. If the audited financial statements (if prepared) are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the District and the City, in each case, if any are prepared, in a format similar to the audited financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements of the District and the City, in each case if any are prepared, shall be audited by such auditor as shall then be required or permitted by State law or the Fiscal Agent Agreement. Audited financial statements (if prepared) shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the District and the City may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the District or the City shall modify the basis upon which their respective financial statements, if any, are prepared, the District shall provide a notice of such modification to the Repository, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis. If no financial statements of the District and the City are prepared, then none shall be included on the Annual Report.

The City's audited financial statements are provided solely to comply with the Securities Exchange Commission staff's interpretation of the Rule. The Bonds are special obligations of the District payable solely from and secured solely by the Revenues and Redemption Revenues and other funds and accounts pledged therefor in the Fiscal Agent Agreement. The Bonds are not a debt or liability of the City, the State of California or any political subdivisions thereof other than the District to the limited extent described in the Official Statement.

(b) Financial and Operating Data. The Annual Report shall contain or incorporate by reference the following information:

(i) the current Fiscal Year's total assessed valuation (per the County of Riverside Assessor's records) of all parcels within the District subject to the Special Tax for the District, showing the assessed valuation for land value and improvement value, and total assessed value for the District.

(ii) an update of the estimated assessed value-to-lien ratio for the District based upon the then-outstanding principal amount of the applicable series of District Bonds, the most recent Special Tax levy and the assessed values of property within the District for the current fiscal year;

(iii) for the current Fiscal Year, the actual amount of the Special Tax levy and the maximum Special Tax levy pursuant to the Rate and Method of Apportionment within the District;

(iv) with respect to delinquencies within the District;

(a) The Special Tax delinquency rate as of the September 30 next preceding the Annual Report Date for all parcels within the District on which the Special Taxes are levied;

(b) The status of foreclosure proceedings for any parcels within the District on which the Special Taxes are levied and a summary of the results of any foreclosure sales as of the September 30 next preceding the Annual Report Date; and

(c) The identity of any property owner representing more than five percent (5%) of the annual Special Tax levy who is delinquent in payment of such Special Taxes as of the September 30 next preceding the Annual Report Date;

(v) the principal amount of any prepayments of the Special Tax for the District as of the date the applicable District transmitted the Special Tax amounts for the District to the County of Riverside for inclusion on the secured tax roll for the then current Fiscal Year (which is currently no later than August 10) and a description of any parcels for which the Special Taxes have been prepaid in the Fiscal Year for which the Annual Report is being prepared;

(vi) a current debt service schedule for the outstanding Bonds and the principal amount of the Bonds outstanding as of September 30 for the most recent Fiscal Year;

(vii) any changes to the Rate and Method of Apportionment for the District of the Special Taxes approved or submitted to the qualified electors for approval prior to the filing of the Annual Report; and

(viii) the balance in the Reserve Account (as defined in each Fiscal Agent Agreement) held under each Fiscal Agent Agreement (and a statement of the Reserve Requirement (as defined in each Fiscal Agent Agreement) for such Reserve Account) as of September 30 of the current Fiscal Year.

In addition to any of the information expressly required to be provided under paragraphs (a) or (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements set forth in clauses (i) to (viii) under paragraph (b) of this Section, in the light of the circumstances under which they were made, not misleading.

(c) Any or all of the items listed in (a) or (b) above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the Repository or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Repository. The District shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Significant Events.

(a) The District shall notify the Dissemination Agent not more than eight (8) Business Days after the following events, and the Dissemination Agent shall file a notice with the Repository not more than ten (10) Business Days after the following events:

1. principal and interest payment delinquencies;

2. unscheduled draws on debt service reserves reflecting financial difficulties;

3. unscheduled draws on credit enhancements reflecting financial difficulties;

4. substitution of credit or liquidity providers, or their failure to perform;

5. adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds;

6. defeasances;

7. tender offers;

8. bankruptcy, insolvency, receivership or similar proceedings;

9. ratings changes;

10. default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

(b) Additionally, the District shall provide the Dissemination Agent, and the Dissemination Agent shall promptly file with the Repository, notice of the occurrence of any of the following events with respect to the Bonds, if material:

1. The consummation of a merger, consolidation or acquisition involving an obligated person or sale of all or substantially all of the assets of the obligated persons or their person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination; of a definitive agreement relating to any such actions, other than pursuant to its term;

2. appointment of a successor or additional fiscal agent or the change of the name of a fiscal agent;

3. non-payment related defaults;

4. modifications to the rights of Bondholders;

5. Bond calls;

6. release, substitution or sale of property securing repayment of the Bonds; and

7. incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material

(c) The District hereby agrees that the undertaking set forth in this Disclosure Agreement is the responsibility of the District and the Dissemination Agent shall not be responsible for determining whether the District's instructions to the Dissemination Agent under this Section 5 comply with the requirements of the Rule.

SECTION 6. Termination of Reporting Obligation. The obligations of the District and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(a).

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be Willdan Financial Services. The Dissemination Agent may resign by providing (i) thirty days written notice to the District, and (ii) upon appointment of a new Dissemination Agent hereunder.

SECTION 8. Amendment.

(a) This Disclosure Agreement may be amended, by written agreement of the parties, without the consent of the Owners, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law, or a change in the identity, nature or status of the District or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the District shall have delivered to the Dissemination Agent an opinion of a nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the District and the Participating Underwriter, to the same effect as set forth in clause (2) above, (4) the District shall have delivered to the Dissemination Agent an opinion of nationally recognized bond counsel or counsel expert in federal securities laws, addressed to the District, to the effect that the amendment does not materially impair the interests of the Owners or Beneficial Owners, or such amendment shall have been approved by the Owners in the same manner as an amendment to the Fiscal Agent Agreement, and (5) the District shall have delivered copies of such opinion and amendment to the Repository and the Participating Underwriter.

(b) This Disclosure Agreement also may be amended by written agreement of the parties upon obtaining consent of Owners in the same manner as provided in the Fiscal Agent Agreement for amendments to the Fiscal Agent Agreement with the consent of the Owners of the Bonds; provided that the conditions set forth in Section 8(a)(1), (2) and (3) have been satisfied.

(c) To the extent any amendment to this Disclosure Agreement results in a change in the type of financial information or operating data provided pursuant to this Disclosure Agreement, the first Annual Report provided thereafter shall include a narrative explanation of the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

(d) If an amendment is made to the basis on which financial statements are prepared, the Annual Report for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. Such comparison shall include a quantitative and, to the extent reasonably feasible, qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

The District acknowledges and understands that other state and federal laws, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, as amended may apply to the District, and that under some circumstances compliance with this Disclosure Agreement, without additional disclosures or other action, may not fully discharge all duties and obligations of the District under such laws.

SECTION 10. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Owner or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District and/or the Dissemination Agent to comply with their respective obligations under this

Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Fiscal Agent Agreement, and the sole remedy under this Disclosure Agreement in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. Any Dissemination Agent other than the District shall be paid (i) compensation by the District for its services provided hereunder in accordance with a schedule of fees to be mutually agreed to; and (ii) all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it by the District pursuant to this Disclosure Agreement. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. No person shall have any right to commence any action against the Dissemination Agent seeking any remedy other than to compel specific performance of this Disclosure Agreement. The Dissemination Agent shall not be liable under any circumstances for monetary damages to any person for any breach under this Disclosure Agreement.

The Dissemination Agent may file reports, notices and other information as required by this agreement electronically to the Repository. If the District is equipped to receive such information electronically, the Dissemination Agent will include the District in any simultaneous electronic dissemination of materials.

SECTION 12. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and Owners and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 13. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 14. Governing Law. This Disclosure Agreement shall be construed and governed in accordance with the laws of the State of California.

SECTION 15. Notices. Notices shall be provided, as required hereunder, to the applicable addressees below:

Authority:	Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris 101 North D Street Perris, California 92570 Telephone: (951) 943-6100 Attention: Finance Director
Dissemination Agent:	Willdan Financial Services 27368 Via Industria, Suite 200 Temecula, CA 92590 Telephone: (951) 587-3500 Attention: District Administration

SECTION 16. Severability. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof.

SECTION 17. Merger. Any person succeeding to all or substantially all of the Dissemination Agent's corporate trust business shall be the successor Dissemination Agent without the filing of any paper or any further act.

COMMUNITY FACILITIES DISTRICT NO. 2022-2
(PERRIS LOGISTICS CENTER) OF THE CITY OF
PERRIS

By: _____
Executive Director

WILLDAN FINANCIAL SERVICES,
as Dissemination Agent

By: _____
Its: Authorized Agent

EXHIBIT A

NOTICE TO REPOSITORIES OF FAILURE TO FILE ANNUAL REPORT

Name of Obligated Person:	Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris
Name of Bond Issue:	Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris Special Tax Bonds, 2026 Series
Date of Issuance:	_____, 2026

NOTICE IS HEREBY GIVEN that Community Facilities District No. 2022-2 (Perris Logistics Center) of the City of Perris (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 3 of the Continuing Disclosure Agreement, dated October 1, 2026. [The District anticipate that the Annual Report will be filed by _____.]

Dated: _____

_____,
as Dissemination Agent

cc: City of Perris

APPENDIX E

FORM OF MASTER DEVELOPER CONTINUING DISCLOSURE CERTIFICATE

APPENDIX F

APPRAISAL REPORT

APPENDIX G

DTC AND THE BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry only system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the completeness or accuracy thereof. The following description of the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, premium, if any, accreted value and interest on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfers of beneficial ownership interests in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Bonds (the "Securities"). The Securities will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Security certificate will be issued for each maturity of the Securities in the aggregate principal amount of such maturity, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Securities are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no

knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

6. Redemption notices shall be sent to DTC. If less than all of the Securities within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of the Direct Participant in such maturity to be redeemed.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Principal, redemption price and interest payments on the Securities will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Fiscal Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Fiscal Agent, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Fiscal Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. If applicable, a Beneficial Owner shall give notice to elect to have its Securities purchased or tendered, through its Participant, to the Fiscal Agent, and shall effect delivery of such Securities by causing the Direct Participant to transfer the Participant's interest in the Securities, on DTC's records, to tender/remarketing agent. The requirement for physical delivery of Securities in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the Securities are transferred by Direct Participants on DTC's records and followed by a book-entry credit of tendered Securities to tender/remarketing agent's DTC account.

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to the District or the Fiscal Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

11. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Security certificates will be printed and delivered to DTC.

ATTACHMENT 8

CONTINUING DISCLOSURE AGREEMENT (ATTACHED AS EXHIBIT TO PRELIMINARY OFFICIAL STATEMENT)

Attachment No. 9

APPRAISAL REPORT

Integra Realty Resources
Los Angeles

Appraisal of Real Property

Perris Logistics Center - North and South Sites
Industrial Properties
350 W. Markham St.
Perris, Riverside County, California 92571

Prepared For:
City of Perris

Date of the Report:
September 9, 2026

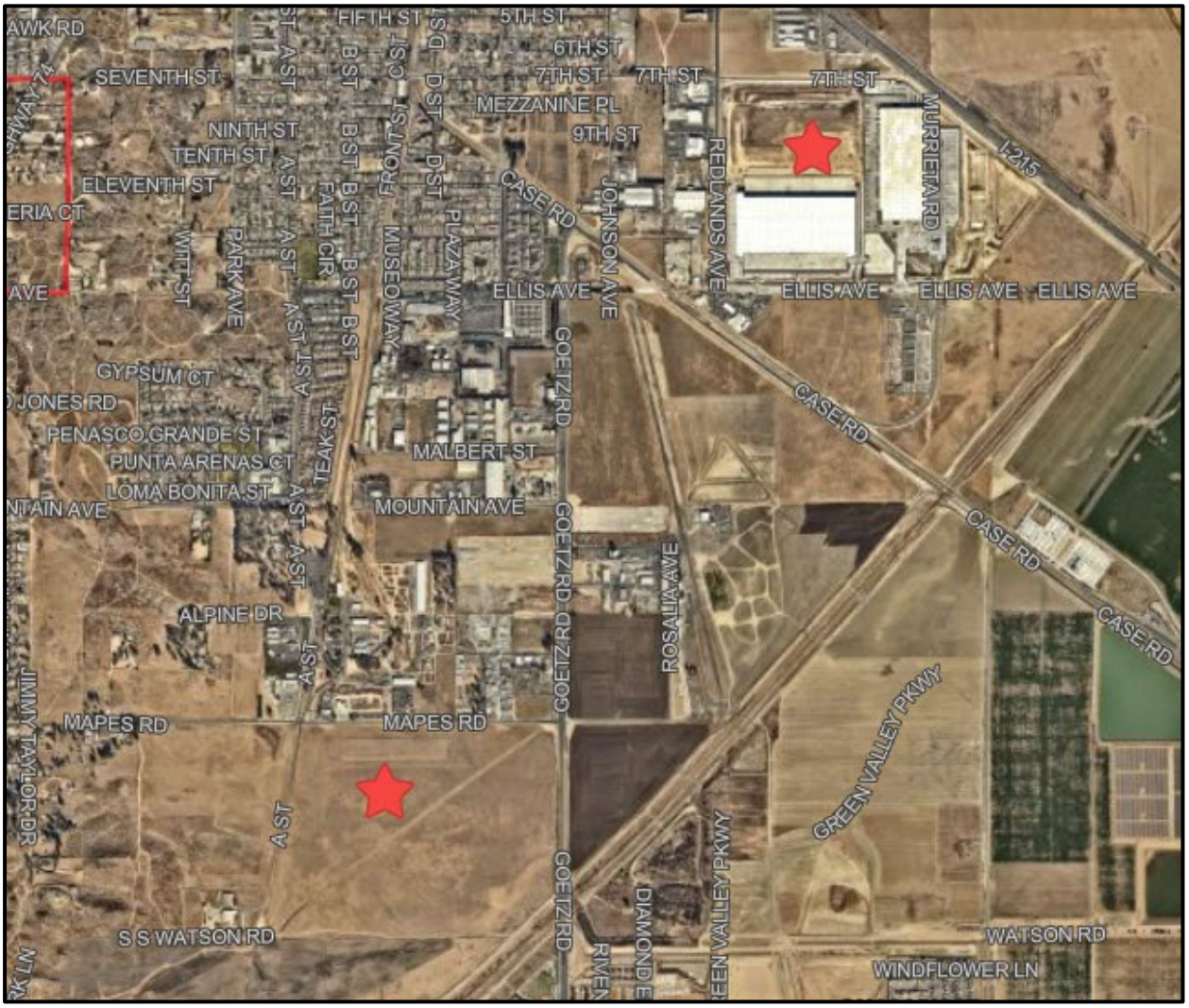
Report Format:
Appraisal Report

IRR - Los Angeles
File Number: 219-2026-0099

Subject Photographs

Perris Logistics Center - North and South Sites
350 W. Markham St.
Perris, California

Aerial Photograph



The subject's North and South Sites are indicated by the red stars above.

Integra Realty Resources
Los Angeles

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September 9, 2026

Mr. Matthew Schenk
Director of Finance
City of Perris
101 North D Street
Perris, CA 92570

SUBJECT: Market Value Appraisal
Perris Logistics Center - North and South Sites
350 W. Markham St.
Perris, Riverside County, California 92571
IRR - Los Angeles File No. 219-2026-0099

Dear Mr. Schenk:

Integra Realty Resources – Los Angeles is pleased to submit the accompanying appraisal of the referenced property. The purpose of the appraisal is to develop an opinion of the market value, by ownership, subject to a hypothetical condition, pertaining to the fee simple interest in the subject properties, as well as the aggregate, or cumulative, value of the appraised properties. The client for the assignment is the City of Perris and the intended use of the report is for bond underwriting purposes.

The subject property represents a portion of the City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center) ("CFD No. 2022-2"). Perris Logistics Center comprises two separate non-contiguous sites, Perris Logistics North and Perris Logistics South, each of which includes three sites entitled for development of industrial warehouse use. Overall, CFD No. 2022-2 includes a total of approximately 339.54 acres of land subject to the Special Tax. The appraised property includes North Site 1 and South Sites 1, 2, and 3. With the exception of North Site 1, which is currently under construction of a build-to-suit logistics center 100% pre-leased to Medline Inc., the remainder of the subject property consists of vacant industrial land. It is noted the appraised property excludes North Site 2, a recently completed 1,018,178 square foot logistics center 100% leased and occupied by Lowe's, and North Site 3, a 799,522 square foot logistics center 100% leased and occupied by Home Depot, as these properties have completed assessed value for both land and improvements by the County of Riverside Assessor. Thus, they are excluded from the appraisal. A more

detailed legal and physical description of the subject property is contained within the attached report.

The appraisal conforms to the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and applicable state appraisal regulations. The Appraisal Report is also prepared in accordance with the Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis that were used to develop the opinion of value.

Based on the valuation analysis in the accompanying Appraisal Report, and subject to the hypothetical condition, definitions, assumptions, and limiting conditions expressed in the report, the concluded opinion(s) of value, as of the date of value, August 14, 2026, is as follows:

Value Conclusion

Market Value, Subject to a Hypothetical Condition	Ownership	Interest Appraised	Date of Value	Value Conclusion
North Site 1	IDI Perris North	Fee Simple	August 14, 2026	$221,000,000
South Site 1	Anatolia Perris, LLC	Fee Simple	August 14, 2026	$107,620,000
South Site 2	Silver Hollow, LLC	Fee Simple	August 14, 2026	$95,060,000
South Site 3	IDIL Perris Fulfillment Center, LP	Fee Simple	August 14, 2026	$51,440,000
Aggregate of Appraised Values				**$475,120,000**
Assessed Value				
North Site 3	Recline Borrower, LLC			$191,294,300
North Site 2	IDIL Perris Logistics Center North, LP			$166,365,714
Aggregate of Assessed Values				**$357,660,014**

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

(None)

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject property is encumbered by City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center). This appraisal is based on the hypothetical condition that bond proceeds are available to reimburse for certain public improvements and/or Impact Fees completed/paid.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Please note the aggregate of the appraised values is not the market value of the appraised properties in bulk. As defined by The Dictionary of Real Estate Appraisal, an aggregate value is the "total of multiple market value conclusions." For purposes of this Appraisal Report, market value is estimated by ownership. In addition, although North Site 1 and South Site 3 are owned by affiliated entities, no further discounting of these properties is necessary as both sites are expected to sell individually to separate buyers.

As a condition of this assignment, the Assessed Value for Parcels 310-170-016 (North Site 3) and 310-170-021 (North Site 2), which have completed vertical improvements and a complete Assessed Value for both Land and Improvements, is presented herein for illustration purposes only. As requested, these Assessor's Parcels are not appraised herein; instead, the assigned County of Riverside Assessor's value will be relied upon for underwriting purposes.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

Integra Realty Resources - Los Angeles

Eric Segal, MAI
California Certified General Real Estate
Appraiser #AG026558
Telephone: 213.984.4425
Email: esegal@irr.com

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Executive Summary

Property Name	Perris Logistics Center - North and South Sites
Address	350 W. Markham St. Perris, Riverside County, California 92571
Property Type	Industrial
Owners of Record	IDI Perris North, Anatolia Perris, LLC, Silver Hollow, LLC, IDIL Perris Fulfillment Center, LP
Tax ID	310-170-014, 310-170-015, 330-120-002, 330-120-017, 330-120-018, 330-120-020, and 330-120-021
Land Area (Gross)	228.27 acres; 9,943,442 SF
Gross Building Area	982,879 SF
Rentable Area	982,879 SF
Percent Leased (Improvements Upon Completion)	100%
Year Built	2027
Zoning Designation	LI, Light Industrial & GI, General Industrial
Highest and Best Use - As if Vacant	Industrial use
Highest and Best Use - As Improved	Continued industrial use
Exposure Time; Marketing Period	6 - 9 months; 6 - 9 months
Effective Date of the Appraisal	August 14, 2026
Date of the Report	September 9, 2026
Property Interest Appraised	Fee Simple

The values reported above are subject to the definitions, assumptions, and limiting conditions set forth in the accompanying report of which this summary is a part. No party other than City of Perris and associated finance team may use or rely on the information, opinions, and conclusions contained in the report. It is assumed that the users of the report have read the entire report, including all of the definitions, assumptions, and limiting conditions contained therein.

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

(None)

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject property is encumbered by City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center). This appraisal is based on the hypothetical condition that bond proceeds are available to reimburse for certain public improvements and/or Impact Fees completed/paid.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Identification of the Appraisal Problem

Subject Description

The subject property represents a portion of the City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center) ("CFD No. 2022-2"). Perris Logistics Center comprises two separate non-contiguous sites, Perris Logistics North and Perris Logistics South, each of which includes three sites entitled for development of industrial warehouse use. Overall, CFD No. 2022-2 includes a total of approximately 339.54 acres of land subject to the Special Tax. The appraised property includes North Site 1 and South Sites 1, 2, and 3. With the exception of North Site 1, which is currently under construction of a build-to-suit logistics center 100% pre-leased to Medline Inc., the remainder of the subject property consists of vacant industrial land. It is noted the appraised property excludes North Site 2, a recently completed 1,018,178 square foot logistics center 100% leased and occupied by Lowe's, and North Site 3, a 799,522 square foot logistics center 100% leased and occupied by Home Depot, as these properties have completed assessed value for both land and improvements by the County of Riverside Assessor. Thus, they are excluded from the appraisal. A legal description of the property is provided in the addenda.

Property Identification

Property Name	Perris Logistics Center - North and South Sites
Address	350 W. Markham St. Perris, California 92571
Tax ID	310-170-020, 330-120-002 & 017 and 330-120-018 & 020, 330-120-021
Owner of Record	IDI Perris North, Anatolia Perris, LLC, Silver Hollow, LLC, IDIL Perris Fulfillment Center, LP

Land Use Summary

Tax ID	Location / Future Land Use	Development Status	Ownership	Entitled Building SF	Land SF	Acres
310-170-020	North Site 1	Development In Progress	IDI Perris North	982,879	2,178,436	50.01
330-120-002 & 017	South Site 1	Industrial Land	Anatolia Perris, LLC	1,385,090	3,262,644	74.90
330-120-018 & 020	South Site 2	Industrial Land	Silver Hollow, LLC	1,396,020	2,842,290	65.25
330-120-021	South Site 3	Industrial Land	IDIL Perris Fulfillment Center, LP	535,207	1,660,072	38.11
Total - Appraised Properties				**4,299,196**	**9,943,442**	**228.27**
310-170-016	North Site 3	Completed Warehouse - Home Depot	Recline Borrower, LLC	799,522	2,399,982	55.10
310-170-021	North Site 2	Completed Warehouse - Lowe's	IDIL Perris Logistics Center North, LP	1,018,178	2,446,765	56.17
Total - Property with Completed Assessed Value on Assessor's Roll				**1,817,700**	**4,846,747**	**111.27**

Source: Public Records

Sale History

The most recent closed sales of the subject property are summarized as follows:

	North Site 2	South Site 1
Sale Date	October 12, 2023	April 10, 2024
Seller	IDIL Perris North 3, LP	IDIL Perris Fulfillment Center, LP
Buyer	IDIL Perris Logistics Center North, LP	Anatolia Perris, LLC
Sale Price	-	$98,874,000
Price PSF of Land Area	-	$30.30
Recording Instrument Number	2023-0301219	2024-0104484
Notes	Non-arm's length	Entitled vacant land

	South Site 2	South Site 2
Sale Date	April 16, 2024	September 25, 2025
Seller	IDIL Perris Fulfillment Center, LP	DSV Real Estate Los Angeles, LLC
Buyer	DSV Real Estate Los Angeles, LLC	Silver Hollow, LLC
Sale Price	$106,982,000	$115,000,000
Price PSF of Land Area	$37.64	$40.46
Recording Instrument Number	2024-0110572	2025-0294233
Notes	Entitled vacant land	Entitled vacant land

The most recent transfer of North Site 2, which was completed in March 2025 and 100% leased to Lowe's, was non-arm's length between related parties with no reported sale price.

Both Sites 1 and 2 within Perris Logistics Center South sold in April 2024; the sites were entitled for warehouse buildings at the time of sale. Both purchases were arm's-length transactions with no unusual motivations. Considering the condition of the sites at the time of the sale, the prior arm's-length transactions are reasonable indicators of the subject's market value, as of the date of purchase. South Site 2, which comprises Assessor's Parcels 330-120-018 and -020, previously sold in April 2024 for a total of $106,982,000, or $37.64 per square foot of land area. The site was subsequently sold in September 2025 (shown above) to the current owner, Silver Hollow, LLC, for a total of $115,000,000, or $40.46 per square foot of land area.

It is noted the site development budget for the North and South Sites is approximately $138,267,174, including off-site improvements. The above sales transferred with the expectation that the subject's master developer would be responsible for completion of off-site work.

South Site 3 is currently being marketed for sale at an undisclosed sale price. To the best of our knowledge, no other sale or transfer of ownership has taken place within a three-year period prior to the effective appraisal date. With the exception of South Site 3, the subject property is not currently being offered for sale.

Pending Transactions

Based on discussions with the appropriate contacts, the property is not subject to an agreement of sale or an option to buy as of the effective appraisal date.

Appraisal Purpose

The purpose of this Appraisal Report is to estimate the market value (fee simple estate) of the appraised properties comprising CFD No. 2022-2 (Perris Logistics Center), subject to the hypothetical condition that certain proceeds from the Special Tax Bonds are available to reimburse for various public improvements and/or impact fees, as of the effective date of the appraisal, August 14, 2026. The date of the report is September 9, 2026. The appraisal is valid only as of the stated effective date.

Value Type Definitions

The definitions of the value types applicable to this assignment are summarized below.

Market Value

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. [1]

Assessed Value

The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value. [2]

Property Rights Definitions

The property rights appraised which are applicable to this assignment are defined as follows.

[1] Code of Federal Regulations, Title 12, Chapter I, Part 34.42[h]; also, Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472

[2] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.[3]

Client and Intended User(s)

The client is City of Perris. The intended users are the City of Perris and associated finance team. No party or parties beyond the client and the Finance Team with this proposed issuance may use or rely on the information, opinions, and conclusions contained in this report; however, this appraisal report may be included in the offering document provided in connection with the issuance and sale of the Bonds.

Intended Use

The intended use of the appraisal is for bond underwriting purposes. The appraisal is not intended for any other use.

Applicable Requirements

This appraisal report conforms to the following requirements and regulations:

- Uniform Standards of Professional Appraisal Practice (USPAP);
- Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute;
- Applicable state appraisal regulations;
- Interagency Appraisal and Evaluation Guidelines issued December 10, 2010;
- Appraisal Standards for Land Secured Financing published by the California Debt and Investment Advisory Commission (CDIAC) (2004).

Report Format

Standards Rule 2-2 (Content of a Real Property Appraisal Report) contained in the Uniform Standards of Professional Appraisal Practice (USPAP) requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report. This report is prepared as an Appraisal Report as defined by USPAP under Standards Rule 2-2(a), and incorporates practical explanation of the data, reasoning, and analysis used to develop the opinion of value.

Prior Services

USPAP requires appraisers to disclose to the client any other services they have provided in connection with the subject property in the prior three years, including valuation, consulting, property management, brokerage, or any other services. We have provided appraisal services for the existing client regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.

[3] Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022)

Appraiser Competency

No steps were necessary to meet the competency provisions established under USPAP. The assignment participants have appraised several properties similar to the subject in physical, locational, and economic characteristics, and are familiar with market conditions and trends; therefore, appraiser competency provisions are satisfied for this assignment. Appraiser qualifications and state credentials are included in the addenda of this report.

Scope of Work

Introduction

The appraisal development and reporting processes require gathering and analyzing information about the assignment elements necessary to properly identify the appraisal problem. The scope of work decision includes the research and analyses necessary to develop credible assignment results, given the intended use of the appraisal. Sufficient information includes disclosure of research and analyses performed and might also include disclosure of research and analyses not performed.

To determine the appropriate scope of work for the assignment, the intended use of the appraisal, the needs of the user, the complexity of the property, and other pertinent factors were considered. The concluded scope of work is described below.

Research and Analysis

The type and extent of the research and analysis conducted are detailed in individual sections of the report. Although effort has been made to confirm the arms-length nature of each sale with a party to the transaction, it is sometimes necessary to rely on secondary verification from sources deemed reliable.

Subject Property Data Sources

The legal and physical features of the subject property, including size of the site, flood plain data, seismic zone designation, property zoning, existing easements and encumbrances, access and exposure, and condition of the improvements (as applicable) were confirmed and analyzed.

Inspection

Details regarding the property inspection conducted as part of this appraisal assignment are summarized as follows:

Property Inspection

Party	Inspection Type	Inspection Date	Notes
Eric Segal, MAI	On-site & exterior	August 14, 2026	No interior inspection of completed improvements

Valuation Methodology

Three approaches to value are typically considered when developing a market value opinion for real property. These are the cost approach, the sales comparison approach, and the income capitalization approach. Use of the approaches in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used for the parcels which currently reflect vacant land. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis. In the sales comparison approach, the subject's South Site 2 is utilized as a benchmark site for analysis. The subject's remaining vacant sites (South Site 1 and 3) are then compared to the conclusion of land value for the benchmark site.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject's vacant parcels are not likely to generate rental income in its current state.

The subject's North Site 1 is currently owned by IDI Perris North, which is constructing an approximately 982,879 square foot industrial warehouse. Construction of North Site 1 began the second quarter of 2026 and is currently expected to be completed in first quarter 2027. North Site 1 has been 100% pre-leased to Medline, Inc. ("Medline") for use as a distribution center with a 12 year lease. Both the sales comparison approach and the income capitalization approaches are utilized to determine the market value of this site as if complete from which an estimate of costs to complete and rent loss will be deducted (extraction technique) to derive as estimate of market value in its current condition. As the purpose of this Appraisal Report is estimating the market value of the fee simple interest in the subject property, market rent is utilized in the income capitalization approach.

The cost approach is not utilized. Though the improvements are under new construction, the developer's construction budget is proprietary and was not provided for review. Construction costs can vary widely by market, with nuances that are often site specific, making national cost estimating services less reliable. As such, the cost approach is considered less reliable and is excluded from the analysis.

The market values estimated herein are based on a ***hypothetical condition***. USPAP defines a hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain completed public improvements and/or impact fees paid. The estimate of market value accounts for the impact of the Lien of the Special Taxes securing the Bonds.

As a condition of this assignment, the Assessed Values for certain Assessor's Parcels with a complete Assessed Value for both Land and Improvements is presented herein for illustration purposes only. As requested, these Assessor's Parcels are not appraised herein; instead, the assigned County of Riverside Assessor's value will be relied upon for underwriting purposes.

Economic Analysis

Riverside County Area Analysis

Riverside County is located in Southern California's Inland Empire region and represents one of the fastest-growing counties in the state. It is 7,209 square miles in size and has a population density of 352 persons per square mile. The area is characterized by a diverse economy driven by logistics, warehousing, manufacturing, healthcare, education, and tourism, with strong connections to neighboring Los Angeles, Orange, and San Diego counties. Riverside County benefits from its strategic location along major transportation corridors, including Interstates 10, 15, and 215, as well as proximity to regional rail lines and international airports. Community amenities include numerous parks, recreational areas, higher education institutions, and regional attractions such as the Coachella Valley, wine country, and resort destinations. Continued population growth, relatively affordable housing compared to coastal markets, and an expanding industrial base have contributed to increased demand across residential, commercial, and industrial real estate sectors.

Population

Riverside County has an estimated 2026 population of 2,540,505, which represents an average annual 0.8% increase over the 2020 census of 2,418,185. Riverside County added an average of 20,387 residents per year over the 2020-2026 period, and its annual growth rate contrasts with the State of California, which had little to no change in population over this time.

Looking forward, Riverside County's population is projected to increase at a 0.5% annual rate from 2026-2031, equivalent to the addition of an average of 11,986 residents per year. Riverside County's population growth differs from California, which is projected to have little or no change in population during this time.

Population Trends

	Population			Compound Ann. % Chng	
	2020 Census	2026 Estimate	2031 Projection	2020 - 2026	2026 - 2031
Riverside County	2,418,185	2,540,505	2,600,434	0.8%	0.5%
California	39,538,223	39,435,158	39,455,567	0.0%	0.0%

Source: Claritas SPOTLIGHT

Employment

Total employment in Riverside County was estimated at 842,108 jobs as of September 2025. Between year-end 2015 and 2025, employment rose by 161,203 jobs, equivalent to a 23.7% increase over the entire period. There were gains in employment in eight out of the past ten years. Riverside County's rate of employment growth over the last decade surpassed that of California, which experienced an increase in employment of 10.1% or 1,675,631 jobs over this period.

Employment Trends

	Total Employment (Year End)				Unemployment Rate (Ann. Avg.)	
Year	Riverside County	% Change	California	% Change	Riverside County	California
2015	680,905		16,606,038		6.7%	6.2%
2016	706,809	3.8%	16,930,563	2.0%	6.2%	5.5%
2017	732,428	3.6%	17,263,084	2.0%	5.4%	4.8%
2018	753,119	2.8%	17,573,378	1.8%	4.5%	4.3%
2019	781,240	3.7%	17,857,719	1.6%	4.3%	4.1%
2020	740,727	-5.2%	16,401,290	-8.2%	10.2%	10.2%
2021	791,327	6.8%	17,641,250	7.6%	7.4%	7.3%
2022	809,945	2.4%	18,066,913	2.4%	4.3%	4.3%
2023	826,900	2.1%	18,146,497	0.4%	4.8%	4.7%
2024	842,613	1.9%	18,246,332	0.6%	5.3%	5.3%
2025*	842,108	-0.1%	18,281,669	0.2%	5.5%	5.5%
Overall Change 2015-2025	161,203	23.7%	1,675,631	10.1%		
Avg Unemp. Rate 2015-2025					5.9%	5.7%
Unemployment Rate - February 2026					5.4%	5.5%

*Total employment data is as of September 2025.

Source: U.S. Bureau of Labor Statistics and Moody's Analytics. Employment figures are from the Quarterly Census of Employment and Wages (QCEW). Unemployment rates are from the Current Population Survey (CPS). The figures are not seasonally adjusted.

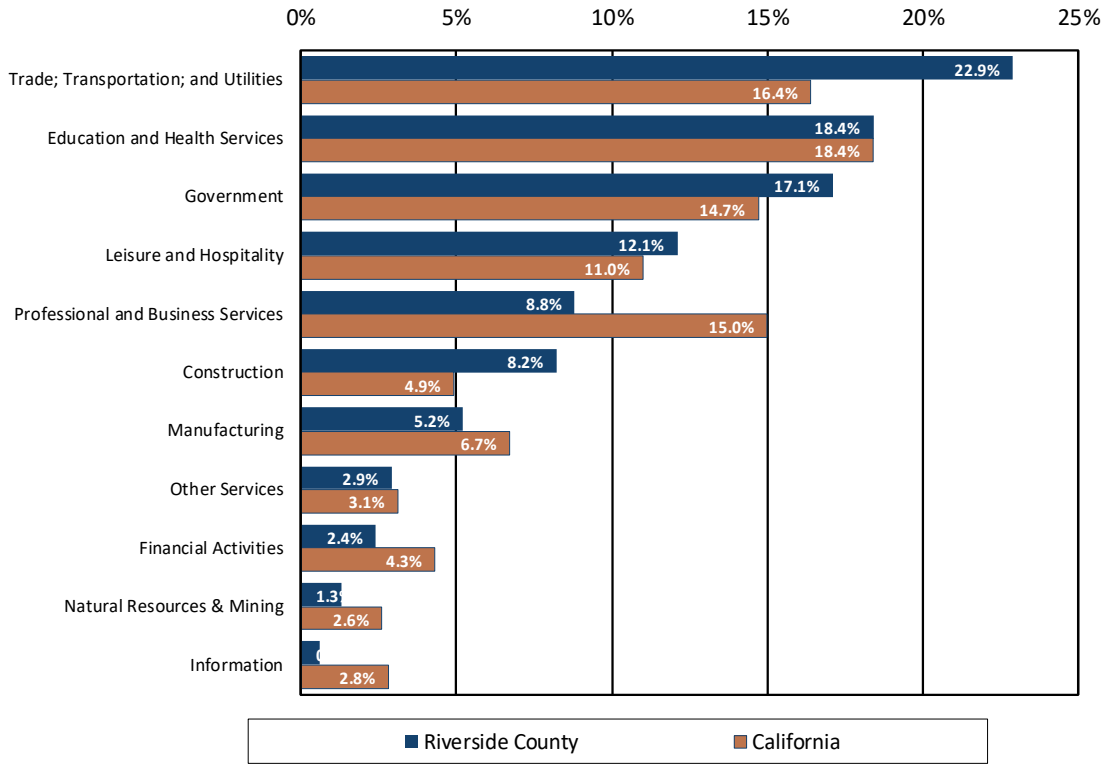
A comparison of unemployment rates is another way of gauging an area's economic health. Over the past decade, the Riverside County unemployment rate has been generally higher than that of California, with an average unemployment rate of 5.9% in comparison to a 5.7% rate for California.

Recent data shows that the Riverside County unemployment rate is 5.4% in comparison to a 5.5% rate for California, a positive sign that is consistent with the fact that Riverside County has outperformed California in the rate of job growth over the past two years.

Employment Sectors

The composition of the Riverside County job market is depicted in the following chart, along with that of California. Total employment for both areas is broken down by major employment sector, and the sectors are ranked from largest to smallest based on the percentage of Riverside County jobs in each category.

Employment Sectors - 2025



Source: U.S. Bureau of Labor Statistics and Moody's Analytics

Riverside County has greater concentrations than California in the following employment sectors:

1. Trade; Transportation; and Utilities, representing 22.9% of the Riverside County payroll employment compared to 16.4% for California as a whole. This sector includes jobs in retail trade, wholesale trade, trucking, warehousing, and electric, gas, and water utilities.
2. Government, representing 17.1% of the Riverside County payroll employment compared to 14.7% for California as a whole. This sector includes employment in local, state, and federal government agencies.

Riverside County is underrepresented in the following sectors:

1. Professional and Business Services, representing 8.8% of the Riverside County payroll employment compared to 15.0% for California as a whole. This sector includes legal, accounting, and engineering firms, as well as management of holding companies.

Major Employers

Major employers in Riverside County are shown in the following table.

Major Employers - Riverside County

	Name	Number of Employees
1	County of Riverside	25,345
2	Amazon	14,317
3	State of California	8,398
4	Wal-Mart	7,523
5	Riverside Unified School District	6,562
6	Moreno Valley Unified School District	6,306
7	Kaiser Permanente Riverside Medical Center	5,817
8	Stater Brothers Market	5,145
9	University of California, Riverside	5,137
10	Eisenhower Medical Center	4,971

Source: County of Riverside Annual Comprehensive Financial Report, Fiscal Year Ended June 30, 2025

Gross Domestic Product

Gross Domestic Product (GDP) is a measure of economic activity based on the total value of goods and services produced in a defined geographic area, and annual changes in Gross Domestic Product (GDP) are a gauge of economic growth.

Economic growth, as measured by annual changes in GDP, has been somewhat lower in Riverside County than California overall during the past decade. Riverside County has grown at a 3.0% average annual rate while the State of California has grown at a 3.1% rate. However, Riverside County has recently performed better than California. GDP for Riverside County rose by 3.3% in 2024 while California's GDP rose by 3.2%.

Riverside County has a per capita GDP of $40,503, which is 52% less than California's GDP of $84,007. This means that Riverside County industries and employers are adding relatively less value to the economy than their counterparts in California.

Gross Domestic Product				
Year	($,000s) Riverside County	% Change	($,000s) California	% Change
2014	76,101,228	–	2,428,675,700	–
2015	79,908,186	5.0%	2,545,979,500	4.8%
2016	81,899,120	2.5%	2,623,711,700	3.1%
2017	84,070,198	2.7%	2,740,550,300	4.5%
2018	87,407,109	4.0%	2,850,970,300	4.0%
2019	90,816,468	3.9%	2,969,609,000	4.2%
2020	89,350,023	-1.6%	2,930,654,600	-1.3%
2021	94,978,542	6.3%	3,151,112,500	7.5%
2022	97,055,611	2.2%	3,147,211,400	-0.1%
2023	99,182,409	2.2%	3,204,016,400	1.8%
2024	102,469,702	3.3%	3,306,928,600	3.2%
Compound % Chg (2014-2024)		3.0%		3.1%
GDP Per Capita 2024	$40,503		$84,007	

Source: U.S. Bureau of Economic Analysis (BEA) and Moody's Analytics; data released February 2026.
The release of state and local GDP data has a longer lag time than national data. The data represents inflation-adjusted "real" GDP stated in 2017 dollars.

Household Income

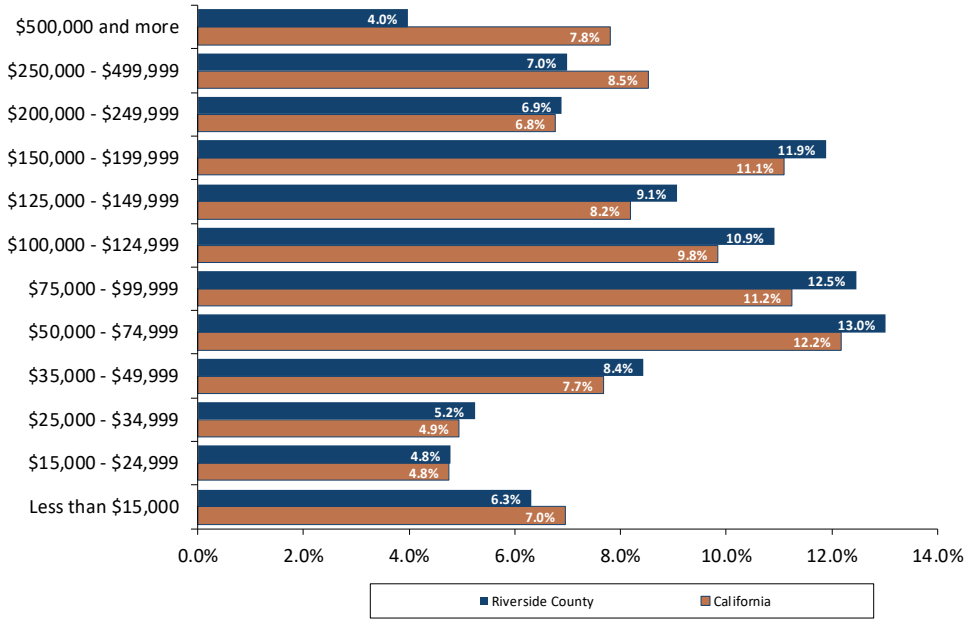
Riverside County has a lower level of household income than California. Median household income for Riverside County is $99,433, which is 5.6% less than the corresponding figure for California.

Median Household Income - 2026	
	Median
Riverside County	$99,433
California	$105,377
Comparison of Riverside County to California	- 5.6%

Source: Claritas SPOTLIGHT

The following chart shows the distribution of households across twelve income levels. Riverside County has a greater concentration of households in the middle income levels than California. Specifically, 45% of Riverside County households are between the $50,000 - $150,000 levels in household income as compared to 41% of California households. A lesser concentration of households is apparent in the higher income levels, as 30% of Riverside County households are at the $150,000 or greater levels in household income versus 34% of California households.

Household Income Distribution - 2026

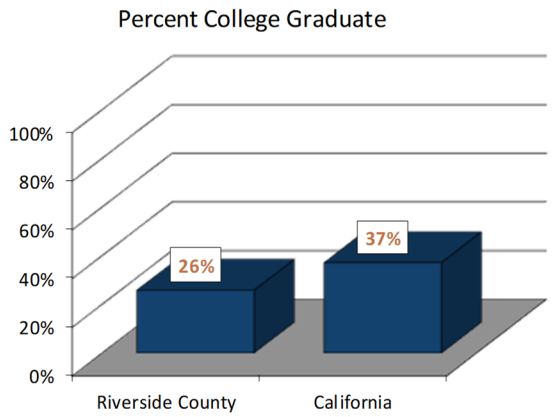


Source: Claritas SPOTLIGHT

Education Levels

Residents of Riverside County have a lower level of educational attainment than those of California. An estimated 26% of Riverside County residents are college graduates with four-year degrees, versus 37% of California residents.

Education Levels - 2026



Source: Claritas SPOTLIGHT

Transportation

Access to and through Riverside County is provided by several major routes, including the 10, 15 and 215 Freeways, as well as State Routes 60, 62, 74, 79, 86, 91, 111 and 243. The 10 Freeway is the primary east-west connector while the 15 and 215 Freeways are the primary north-south routes. The 91 Freeway provides travel from the Inland Empire to Los Angeles County and Orange County, via the 55 Freeway.

The 10 Freeway is a major east-west route in Southern California, connecting the Pacific coast (Santa Monica) with the Arizona state line before traveling further east through the southern states and terminating in Jacksonville, Florida. The 10 Freeway links the coast of California, from the City of Santa Monica, Los Angeles and San Bernardino Counties, with Riverside County and the desert cities of the Coachella Valley.

As a primary north-south connector, the 15 Freeway connects the counties of San Bernardino, Riverside and San Diego. The route extends north through Nevada, Arizona, Utah, Idaho and Montana to the Canadian border. The 15 Freeway is a major thoroughfare for traffic between San Diego and the Inland Empire, as well as between Southern California and Las Vegas, Nevada. The 215 Freeway comprises approximately 55 miles of interstate highway in the Inland Empire, generally traveling parallel with the 15 Freeway. The southern terminus of the 215 is at the junction of the 15 Freeway in Murrieta in south Riverside County and travels through Perris before briefly merging with the 60 Freeway in Moreno Valley and continuing north from the 60 Freeway interchange to San Bernardino County and reconnecting with the 15 Freeway at Cajon. This interstate provides an alternative to the 15 Freeway for travel within Riverside and San Bernardino Counties.

Public transportation is provided by various agencies. Riverside Transit Agency serves the western third of Riverside County, SunLine Transit Agency serves Palm Springs and the Coachella Valley area, Palo Verde Valley Transit Agency serves Blythe near the Arizona border, Pass Transit serves the San Gorgonio Pass communities, and Corona Cruiser serves the community of Corona. In addition, Riverside County is also served by Greyhound buses and Amtrak passenger trains.

The county's main airport is the Palm Springs International Airport. This two-runway airport is located about two miles east of downtown Palm Springs and is highly seasonal, with most flights operating during the winter.

Recreation & Culture

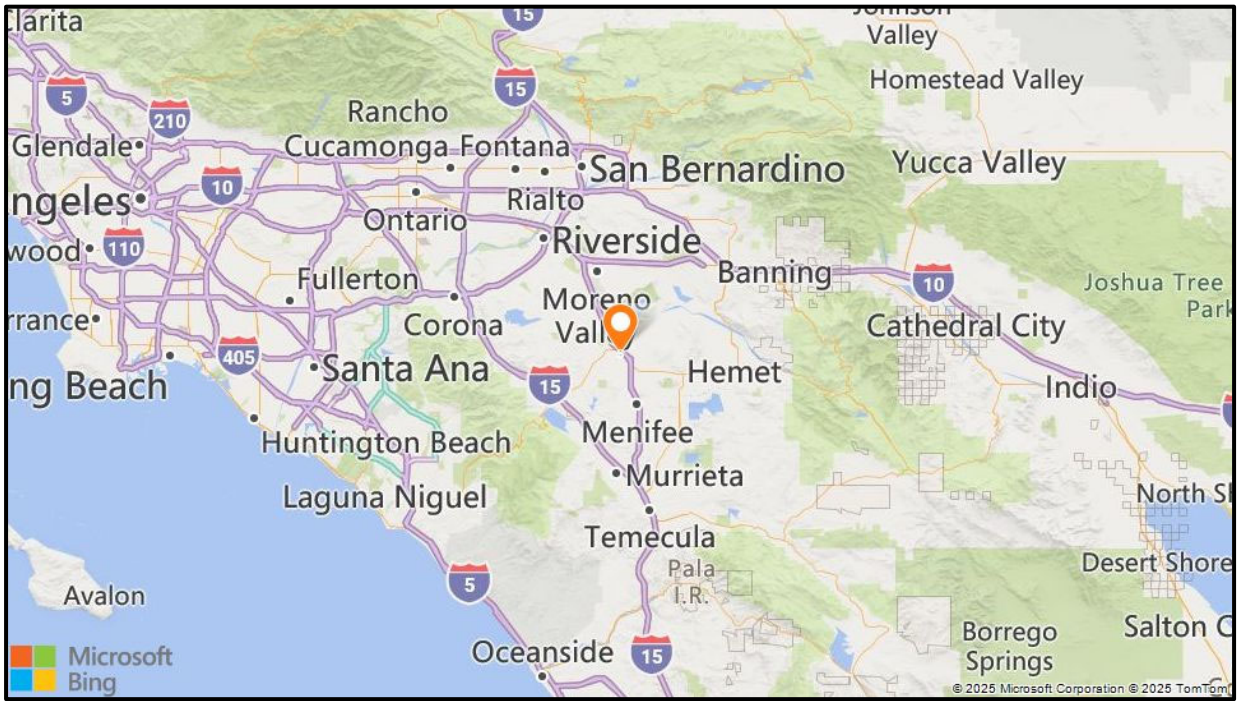
Riverside County offers innumerable recreational and cultural opportunities, including many public parks, schools, golf courses, museums and performing arts venues. Popular attractions include the Botanical Gardens at the University of California, Riverside; the historic Mission Inn in downtown Riverside; March Field Air Museum, an aviation museum near Moreno Valley and Riverside, adjacent to the March Air Reserve Base; Temecula Valley, a tourist destination in the southern part of the county with numerous wineries, wine tasting rooms, bed and breakfast inns and wedding venues; and Castle Park, an amusement park. Annual events in the county include the Festival of Lights in Riverside, known for its display of nearly three million Christmas lights; Ghost Walk Riverside; Temecula Valley Balloon and Wine Festival; and Harvest Wine Celebration.

Riverside County is home to multiple higher education institutions including, but not limited to, the University of California Riverside, California Baptist University, California Southern Law School, California State University San Bernardino and Mt. San Jacinto College.

Conclusion

Riverside County is expected to experience continued growth supported by its strategic location, expanding industrial base, and relative affordability compared to coastal markets. The county's diverse economy, population growth, and access to major transportation corridors will sustain demand across residential, commercial, and industrial real estate sectors. While ongoing development activity is expected, geographic, infrastructure, and regulatory constraints will likely limit large-scale expansion, supporting long-term market stability.

Area Map


Valley
Homestead Valley
Rancho
Cucamonga
Fontana
San Bernardino
Yucca Valley
Glendale
Rialto
Ontario
Riverside
Banning
Fullerton
Corona
Cathedral City
Joshua Tree
Santa Ana
Hemet
Indio
Huntington Beach
Menifee
Murrieta
Laguna Niguel
Temecula
Pala
I.R.
Desert Shore
Avalon
Borrego
Springs
Oceanside
Microsoft
Bing
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Surrounding Area Analysis

Boundaries

The subject property is located within the city of Perris, which is located in Riverside County, within the Inland Empire region of Southern California. Perris is bordered on the north by the March Air Reserve Base, on the east by the unincorporated community of Nuevo, on the south by Sun City, and on the west by the unincorporated community of Mead Valley. The city is associated with Lake Perris, an artificial lake completed in 1973.

Access and Linkages

Perris is served by Interstate 215 providing access to Murrieta to the south and San Bernardino to the north. State Route 74 provides access to Lake Elsinore and Orange County to the west and the San Jacinto and Coachella Valley to the east.

Public transit is available through Riverside Transit Agency. The system offers eleven routes with access to Perris. Additional Dial-A-Ride services are available for ADA certified and seniors 65 years and older. In 2016, the Metrolink commuter rail system was extended from Riverside to Perris, connecting it with other stations along the rail system within the Greater Los Angeles area.

In terms of air travel, there are several proximate airports available to residents of Perris. The Ontario International Airport is the nearest major airport, located approximately 33 miles northwest in Ontario. John Wayne Airport is located approximately 61 miles west in Irvine, and Palm Springs International Airport is located approximately 53 miles to the east. Additional municipal airports are located in Perris and the surrounding areas of Riverside, Hemet, French Valley, and Banning.

Demographics

A demographic profile of the surrounding area, including population, households, and income data, is presented in the following table.

Surrounding Area Demographics					
2026 Estimates	5-minute Drive Time	10-minute Drive Time	15-minute Drive Time	Riverside County	California
Population 2020	24,317	108,368	328,550	2,418,185	39,538,223
Population 2026	24,804	116,112	353,057	2,540,505	39,435,158
Population 2031	25,003	119,829	365,166	2,600,434	39,455,567
Compound % Change 2020-2026	0.3%	1.2%	1.2%	0.8%	0.0%
Compound % Change 2026-2031	0.2%	0.6%	0.7%	0.5%	0.0%
Households 2020	6,109	31,523	93,556	763,283	13,475,623
Households 2026	6,226	33,705	100,083	803,472	13,489,384
Households 2031	6,292	34,814	103,545	824,597	13,530,790
Compound % Change 2020-2026	0.3%	1.1%	1.1%	0.9%	0.0%
Compound % Change 2026-2031	0.2%	0.7%	0.7%	0.5%	0.1%
Median Household Income 2026	$79,575	$81,492	$97,695	$99,462	$105,694
Average Household Size	4.0	3.4	3.5	3.1	2.9
College Graduate %	9%	12%	19%	26%	37%
Owner Occupied %	46%	67%	69%	67%	54%
Renter Occupied %	54%	33%	31%	33%	46%
Median Owner Occupied Housing Value	$458,463	$466,650	$564,256	$615,005	$786,477
Median Year Structure Built	1989	1992	1996	1991	1977
Average Travel Time to Work in Minutes	36	38	39	36	31

Source: Claritas 360

As shown above, the current population within a 10-minute drive time of the subject is 116,112, and the average household size is 3.4. Population in the area has grown since the 2020 census, and this trend is projected to continue over the next five years. Compared to Riverside County overall, the population within a 10-minute drive time of the subject is projected to grow at a similar rate.

Median household income is $81,492, which is lower than the household income for Riverside County. Though, this is likely attributable to the subject's location with an industrial region of the Inland Empire.

Land Uses

Land uses in the immediate area are primarily industrial and commercial in nature, with some vacant/agricultural land, and residential uses located west of the subject’s North Site and north of the subject’s South Site.

The nearest large retail center south of the subject is along W. Nuevo Road and the 215 freeway. Some tenants within the center include Stater Bros Markets, Big 5, Planet Fitness, Walmart Supercenter, Aldi, Regency Perris as well as other small nationally recognized inline tenants. In addition, just northwest of the subject’s North Site is a shopping center anchored by La Mexicana Market which includes various inline retailers.

The March Air Reserve Base is located approximately eight miles northwest of the subject. While previously used and identified as the March Air Force Base, the site has been repurposed as part of the world-wide network of Army and Air Force Exchange Services. It stocks a variety of clothes, household goods and other items available for purchase by Military personnel. Major distribution

warehouse facilities nearby include: Amazon, Sketchers, Harbor Freight Tools, Ross Dress for Less, and Proctor & Gamble.

Land uses immediately adjacent to the subject's sites are presented below.

Immediate Surroundings

	North Site	South Site
North	Vacant Land, Light Industrial	Industrial
South	Vacant Land, Light Industrial	Vacant land
East	Home Depot Distribution Center, I-215	Vacant land
West	Light Industrial, Commercial	Vacant land

Recreation & Community Facilities

The city of Perris offers various recreational opportunities and community facilities, with additional services accessible within the larger cities of San Bernardino, Riverside, and Moreno Valley. Perris is known regionally as a location for skydiving and hot-air ballooning. Recreational activities in the city include museums and the Perris Auto Speedway, a half-mile oval racetrack located near Perris Reservoir.

The Perris Reservoir and California State Park, Lake Perris Recreation Area offers camping, hiking, bike trails, horseback riding, and water activities on the lake (boating, fishing, swimming). Additional water activities are available at Lake Elsinore, a natural freshwater lake located southwest of Perris, along State Route 74.

The nearest hospital is the Kindred Hospital Riverside, located in Perris, with additional hospital facilities mostly located to the north in Riverside. The city is served by numerous elementary schools, middle schools, high schools and an adult school. There are community parks and commercial services available within the city with additional supporting commercial services in nearby cities.

Outlook and Conclusions

In conclusion, the subject's immediate neighborhood includes a mix of industrial properties and vacant land. The overall condition and quality of the neighborhood is rated as average. The subject property is considered to have good transportation characteristics, including proximity to major neighborhood thoroughfares and freeway access. Overall, the subject is expected to perform reasonably well over the long term.

Surrounding Area Map – North Site

Surrounding Area Map – South Site

Industrial Market Analysis

Metro Area Overview

The subject is located in the Inland Empire metro area as defined by CoStar, which encompasses Riverside and San Bernardino Counties. The Inland Empire industrial market is experiencing a period of adjustment following several years of unprecedented growth. Leasing activity remains healthy by historical standards, though it has moderated from peak levels as tenants focus on more efficient, modern space and older facilities face higher vacancy. Overall availability has increased, reflecting a combination of new deliveries and shifting tenant demand. Rental rates, which surged during the pandemic, have softened in recent quarters but remain elevated compared to pre-pandemic norms. Construction activity continues, though at a more cautious pace, with developers responding to changing market dynamics and broader economic uncertainty. Despite near-term challenges, the region benefits from strong logistics infrastructure, a diversified economic base, and limited developable land, all of which support its long-term position as a key industrial hub in Southern California.

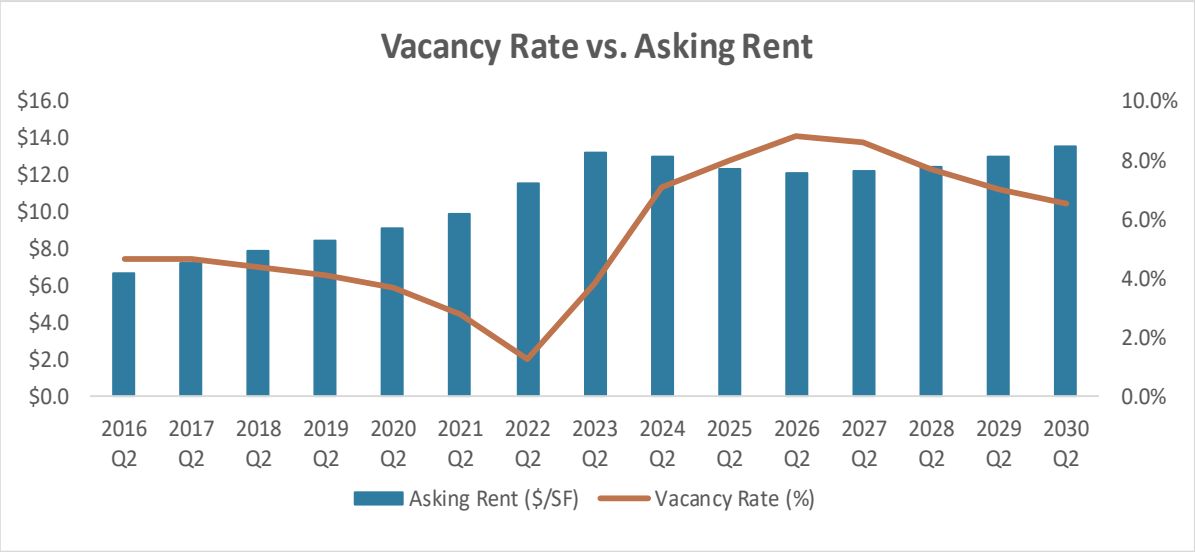
Trended supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for all classes of space are presented in the ensuing table.

All Industrial Inland Empire Metro Trends

Period	Stock	Demand	Vacancy	Net Completions 12 Months	Under Construction Stock	Net Absorption 12 Months	Asking Rent	Rent Growth 12 Month	Price Growth	Cap Rate
2016 Q2	581,021,630	553,950,656	4.66%	22,514,303	21,185,280	23,393,180	$6.66	8.66%	13.70%	5.02%
2017 Q2	600,388,449	572,242,112	4.69%	19,160,285	30,056,688	17,771,716	$7.24	8.69%	5.67%	5.14%
2018 Q2	629,263,810	601,587,584	4.40%	28,875,361	25,181,812	29,345,372	$7.86	8.52%	7.79%	5.16%
2019 Q2	654,930,420	628,117,824	4.09%	25,666,610	24,121,474	26,530,312	$8.51	8.32%	11.40%	5.07%
2020 Q2	677,011,224	652,008,640	3.69%	22,080,804	21,460,774	23,890,830	$9.16	7.61%	12.12%	4.91%
2021 Q2	696,785,293	677,346,496	2.79%	19,774,069	24,139,680	25,337,840	$9.93	8.33%	23.13%	4.38%
2022 Q2	710,719,500	701,636,864	1.28%	13,934,207	41,607,812	24,290,504	$11.60	16.89%	28.76%	4.00%
2023 Q2	735,007,971	706,878,912	3.83%	24,288,471	40,509,364	5,236,276	$13.27	14.38%	8.08%	4.29%
2024 Q2	770,027,230	715,372,736	7.10%	35,019,259	19,778,480	8,493,808	$12.97	-2.24%	-1.47%	4.64%
2025 Q2	784,010,126	721,557,568	7.97%	13,982,896	16,785,188	6,184,827	$12.37	-4.64%	0.05%	4.78%
2026 Q2	794,284,474	724,028,224	8.85%	10,274,348	11,589,215	2,470,641	$12.14	-1.85%	0.44%	4.87%
2027 Q2	803,258,143	734,020,992	8.62%	8,973,669	0	10,013,224	$12.20	0.43%	0.75%	4.83%
2028 Q2	809,658,424	747,403,904	7.69%	6,400,281	0	13,403,355	$12.49	2.43%	4.57%	4.76%
2029 Q2	820,006,559	762,616,064	7.00%	10,348,135	0	15,217,586	$12.98	3.92%	5.19%	4.73%
2030 Q2	833,303,978	778,695,936	6.55%	13,297,419	0	16,097,591	$13.56	4.48%	5.23%	4.72%

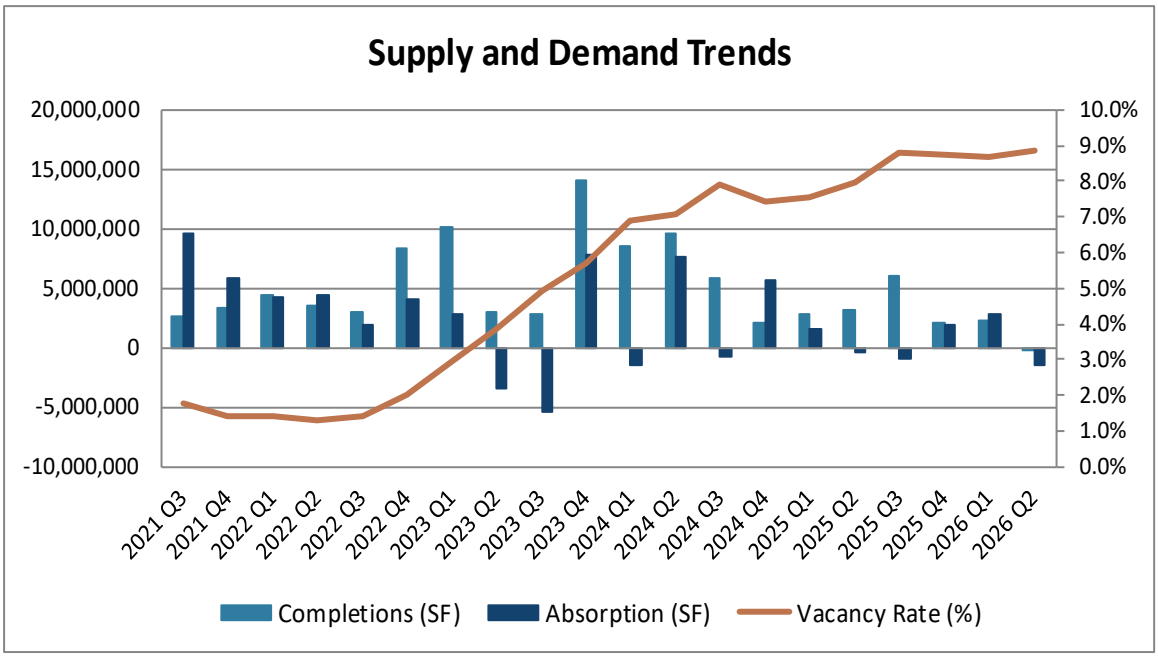
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Inland Empire Metro Trends and Forecasts



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

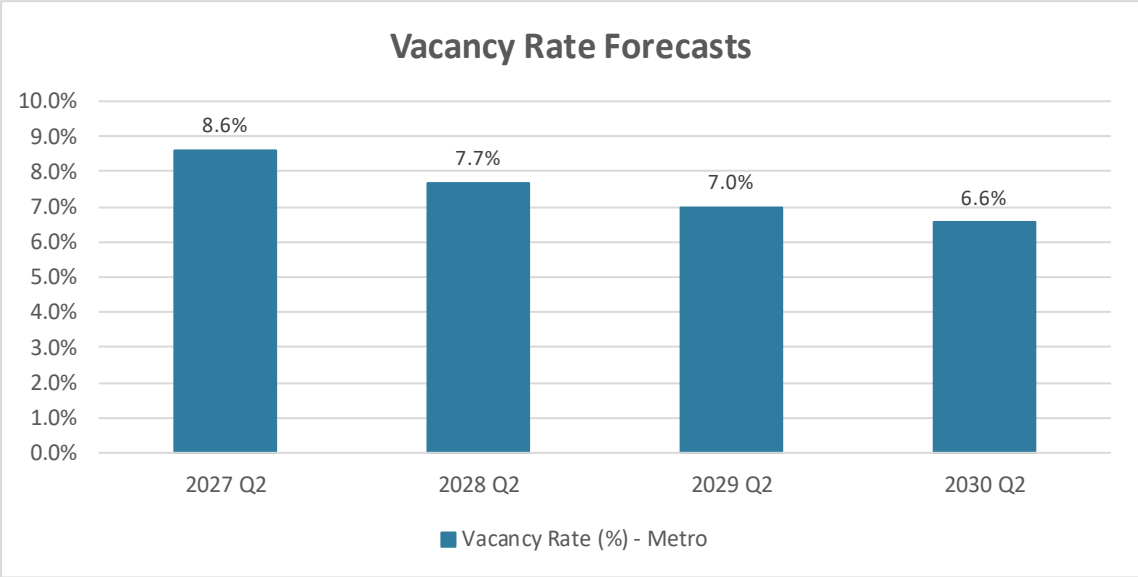
- The current vacancy rate in the metro area is 8.85%; the vacancy rate has increased by 175 bps from 2024 Q2.
- Two-year Base Case forecasts project a 7.69% vacancy rate in the metro area, representing a decrease of 116 bps by 2028 Q2.
- Asking rent averages $12.14/SF in the metro area, and values have decreased by 6.40% from 2024 Q2.
- Two-year Base Case forecasts project a $12.49/SF asking rent in the metro area, representing an increase of 2.88% by 2028 Q2.



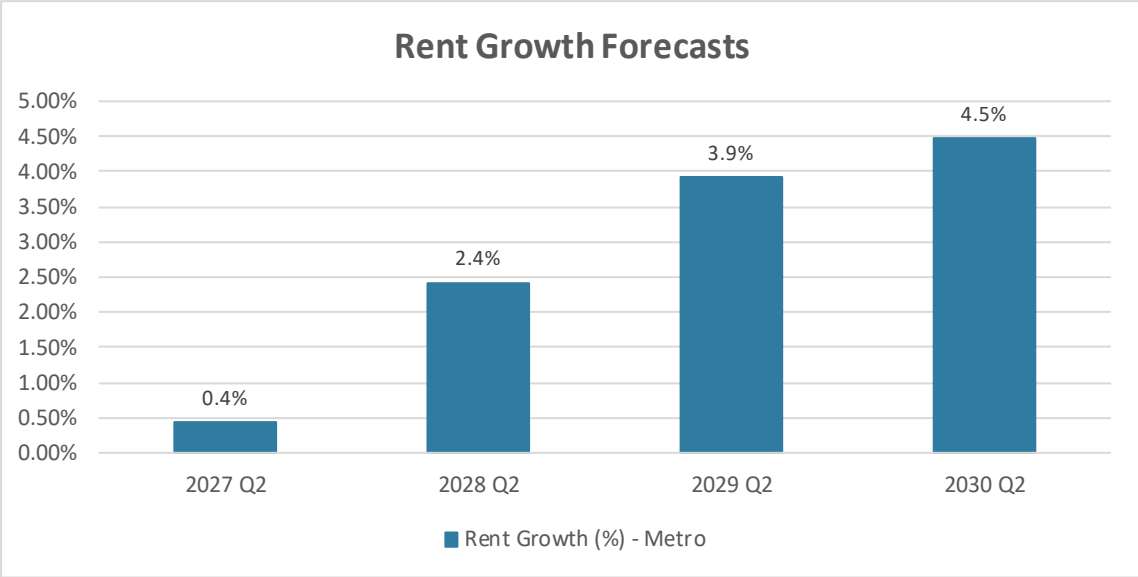
Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

- The total stock (SF) has increased by 3.15% from 2024 Q2, while the demand has increased by 1.21%.
- Between 2021 Q3 and 2026 Q2, net completions in the metro area have averaged 19,499,836 SF annually, and reached a peak of 14,031,005 SF in 2023 Q4.
- Between 2021 Q3 and 2026 Q2, net absorption in the metro area has averaged 9,335,211 SF annually, and reached a peak of 9,688,396 SF in 2021 Q3.

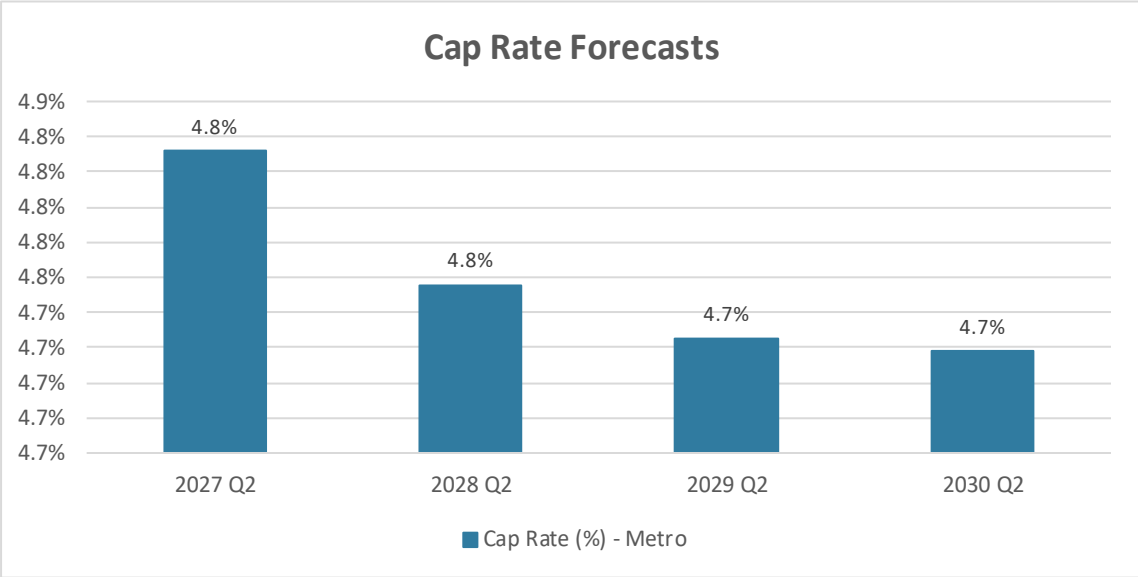
Industrial Market Forecast Comparisons



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.



Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Submarkets Overview

Current quarter supply and demand statistics, including inventory levels, absorption, vacancy, and rental rates for the submarkets within the Inland Empire industrial market are presented in the following table. The subject is located within the Moreno Valley / Perris submarket.

Submarkets Trends

Submarket	Stock	Demand	Vacancy	Net Completions 12 Months	Under Construction Stock	Net Absorption 12 Months	Asking Rent	Rent Growth 12 Month	Price Growth	Cap Rate
Airport Area	258,838,580	236,696,640	8.55%	3,096,135	1,826,125	-2,822,064	$1.05	-2.05%	-0.24%	4.64%
Beaumont/Hemet	15,379,536	13,364,656	13.10%	0	312,206	-1,346,941	$0.90	-1.96%	0.45%	4.88%
Chino/Chino Hills	57,504,859	54,645,872	4.97%	38,000	0	-6,784	$1.06	-1.74%	-0.04%	4.71%
Coachella Valley	17,749,045	16,833,992	5.16%	680,942	5,084	526,106	$1.43	-0.66%	-0.35%	6.25%
Corona/Eastvale	39,698,490	37,168,044	6.37%	0	0	-178,624	$1.22	-1.50%	-0.46%	5.13%
Mojave River Valley	32,104,282	27,645,192	13.89%	673,518	3,727,135	-340,463	$0.92	-1.60%	1.27%	5.36%
Moreno Valley/Perris	112,578,284	100,174,888	11.02%	2,738,198	2,043,840	3,669,143	$0.85	-2.16%	0.53%	4.74%
Redlands/Loma Linda	33,878,429	30,253,820	10.70%	927,830	0	813,808	$0.89	-2.16%	1.56%	4.76%
Riverside	82,977,725	76,491,664	7.82%	99,950	2,726	-1,352,227	$1.04	-1.83%	0.71%	4.90%
Riverside Outlying	674,694	603,544	10.55%	0	0	-6,200	$1.17	-1.05%	0.22%	5.48%
San Bernardino	106,650,021	96,208,192	9.79%	1,301,168	612,206	3,137,817	$0.89	-1.91%	1.06%	4.93%
San Bernardino Outlying	383,798	317,798	17.20%	0	0	-58,500	$1.28	-0.77%	0.68%	5.33%
South Riverside	24,586,250	23,092,122	6.08%	172,521	3,059,893	99,209	$1.26	-1.28%	-1.90%	5.65%
Twentynine Palms	505,400	494,290	2.20%	0	0	620	$1.39	-0.16%	0.38%	5.51%
Upland/Montclair	10,775,081	10,037,505	6.85%	546,086	0	335,741	$1.37	-0.60%	0.68%	5.46%
Total/Average	794,284,474	724,028,224	8.85%	10,274,348	11,589,215	2,470,641	$1.01	-1.85%	0.44%	4.87%

Source: CoStar, Inc.; compiled by Integra Realty Resources, Inc.

Submarket trends within the Inland Empire reflect a growing divide between newer, high-quality facilities and older, less efficient industrial space. The West Inland Empire, with its more established infrastructure and modern inventory, continues to outperform and is posting lower vacancy rates and stronger tenant demand, particularly in core submarkets like the Airport Area and Riverside. In contrast, parts of the East Inland Empire, such as Moreno Valley/Perris, Redlands/Loma Linda, and San

Bernardino, are experiencing higher vacancy levels and weaker absorption, driven by a combination of significant new deliveries and tenant relocations away from older product. It is noted over 2.7 million square feet of space has come to market in the past twelve months in the subject's Moreno Valley/Perris submarket, with an additional 2 million under construction.

The Mojave River Valley is the largest submarket with the highest construction activity, having over 3.7 million SF under construction. The Moreno Valley/Perris submarket leads in net absorption with approximately 3.67 million SF positive absorption over the past 12 months. Rental rates here are moderate at $0.85/SF but have declined by 2.16% year-over-year.

Across the region, demand is strongest for mid-sized, well-located distribution space, with large-block requirements slowing as companies reassess space needs amid economic uncertainty. Submarkets closer to ports and major transportation hubs are seeing stronger demand and construction, while outlying areas face higher vacancies, weaker absorption, and lower rents.

Industrial Market Outlook and Conclusions

Looking ahead, the Inland Empire industrial market is expected to face continued near-term challenges, including elevated vacancy in older properties, global supply chain disruptions, tariff-related trade uncertainties and shifting tenant preferences. However, the limited new supply pipeline and strong underlying economic drivers—particularly in transportation, warehousing, and e-commerce—support a positive outlook. Continued job growth and sustained import volumes through Southern California ports will further bolster demand, positioning the Inland Empire to regain momentum and strengthen its role as a critical logistics hub in the coming years.

Overall, the market is poised for a gradual recovery as the current oversupply is absorbed and construction activity remains subdued. Rental rates are expected to stabilize and begin rising again by 2026, especially in well-located submarkets like the Airport Area. The region's strategic location, established logistics infrastructure, and constrained land availability are anticipated to support long-term stability.

Property Analysis

Land Description and Analysis

Location and Project Details

The subject property's North Site is bound by E. 7th Street to the north, S. Redlands Avenue to the west, and E. Ellis Avenue to the south, with the 215 Freeway located to the east. The South Site is bound by Mapes Road to the north, Goetz Road to the east, and Watson Road to the west.

The subject's two sites are located within two miles of each other. The following table summarizes the subject's land area.

Land Use Summary

Tax ID	Location / Future Land Use	Development Status	Ownership	Entitled Building SF	Land SF	Acres
310-170-020	North Site 1	Development In Progress	IDI Perris North	982,879	2,178,436	50.01
330-120-002 & 017	South Site 1	Industrial Land	Anatolia Perris, LLC	1,385,090	3,262,644	74.90
330-120-018 & 020	South Site 2	Industrial Land	Silver Hollow, LLC	1,396,020	2,842,290	65.25
330-120-021	South Site 3	Industrial Land	IDIL Perris Fulfillment Center, LP	535,207	1,660,072	38.11
Total - Appraised Properties				**4,299,196**	**9,943,442**	**228.27**
310-170-016	North Site 3	Completed Warehouse - Home Depot	Recline Borrower, LLC	799,522	2,399,982	55.10
310-170-021	North Site 2	Completed Warehouse - Lowe's	IDIL Perris Logistics Center North, LP	1,018,178	2,446,765	56.17
Total - Property with Completed Assessed Value on Assessor's Roll				**1,817,700**	**4,846,747**	**111.27**

Source: Public Records

All of the subject sites are entitled for industrial warehouse/logistics center development.

Shape and Dimensions

The sites are overall generally rectangular in shape. Site utility based on shape and dimensions is generally average; though, the southern portion of South Site 3 is allocated to a detention basin.

Topography

The sites are generally level and at street grade. The topography does not result in any particular development limitations.

Drainage

No particular drainage problems were observed or disclosed at the time of field inspection. This appraisal assumes that surface water collection, both on-site and in public streets adjacent to the subject, is adequate.

Flood Hazard Status

The following table provides flood hazard information.

Flood Hazard Status

	North Site	South Site
Community Panel Number	06065C1440H	06065C1440H
Date	August 18, 2014	August 18, 2014
Zone	AE / X	AE / X
Description	Within 100- year floodplain / Outside 500-year floodplain	Within 100- year floodplain / Outside 500-year floodplain
Insurance Required?	No	No

A portion of both sites is located within the 100-year floodplain. However, according to developer representatives, a Federal Emergency Management Agency (FEMA) Conditional Letter of Map Revision (CLOMR) has been issued for the subject sites. The CLOMR assumes the installation of perimeter channels and on-site basins, which are currently under construction, and it moves the AE zones to the channel and basin footprints.

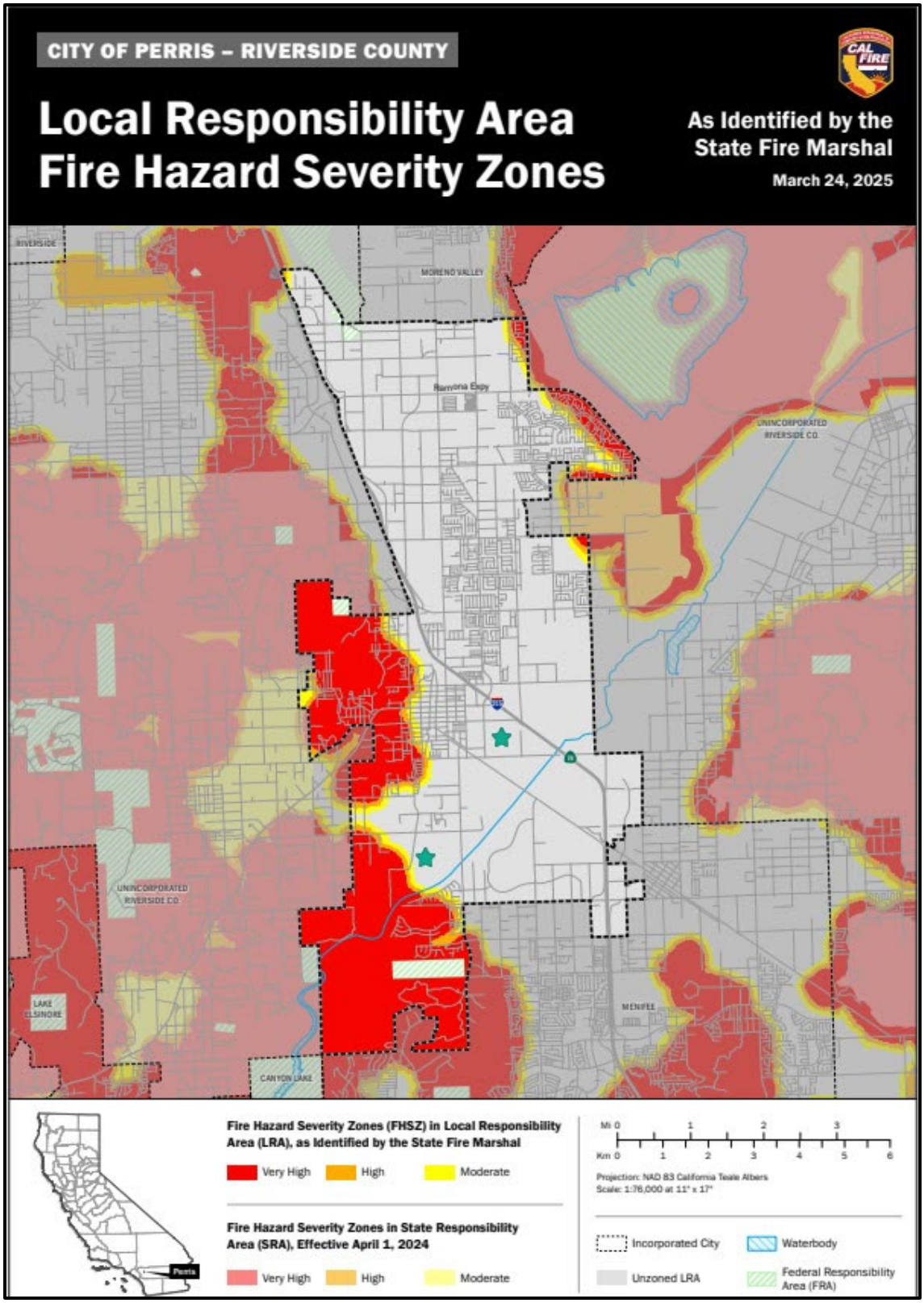
Seismic Hazards

All properties in California are subject to some degree of seismic risk. The Alquist-Priolo Earthquake Fault Zoning Act was enacted by the State of California in 1972 to regulate development near active earthquake faults. The Act required the State Geologist to delineate “Earthquake Fault Zones” (formerly known as “Special Studies Zones”) along known active faults in California. Cities and counties affected by the identified zones must limit certain development projects within the zones unless geologic investigations demonstrate that the sites are not threatened by surface displacement from future faulting.

According to information from the California Department of Conservation and the California Geological Survey, the subject is not located within an Alquist-Priolo Special Studies Zone, nor is located in a liquefaction zone.

Fire Hazard Risk

The Fire and Resource Assessment Program of CAL FIRE has classified areas of the subject’s County by Fire Hazard Severity Zone. As shown in the following map, the majority of the subject’s area has not been classified as an area of concern. However, a small portion of the southwest area of the South Site is designated as a Moderate Fire Hazard Severity Zone. The subject properties are indicated by the green star on the following map.


CITY OF PERRIS – RIVERSIDE COUNTY
Local Responsibility Area
Fire Hazard Severity Zones
As Identified by the
State Fire Marshal
March 24, 2025
RIVERSIDE
MORENO VALLEY
Ramona Expy
UNINCORPORATED
RIVERSIDE CO.
UNINCORPORATED
RIVERSIDE CO.
LAKE
ELSINORE
CANYON LAKE
MENIFEE
Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal
Very High
High
Moderate
Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024
Very High
High
Moderate
Perris
Mi 0 1 2 3
Km 0 1 2 3 4 5 6
Projection: NAD 83 California Teale Albers
Scale: 1:76,000 at 11" x 17"
Incorporated City
Waterbody
Unzoned LRA
Federal Responsibility Area (FRA)

Environmental Hazards

Phase I environmental reports were prepared for Perris Logistics Center North and South by Hazard Management Consulting, dated October 7, 2021, and March 12, 2021, respectively. Both reports found no issues of concern and had no recommendations for further action at the sites.

Ground Stability

A soils report was not provided for our review. Based on our inspection of the subject and observation of development on nearby sites, there are no apparent ground stability problems. However, we are not experts in soils analysis. We assume that the subject's soil bearing capacity is sufficient to support the existing improvements.

Utilities

The availability of utilities to the subject is summarized in the following table.

Utilities

Service	Provider
Water	City of Perris
Sewer	City of Perris
Electricity	Southern California Edison
Natural Gas	Southern Califonia Gas
Local Phone	Various Providers

Zoning

The subject's North Site is zoned LI, Light Industrial, and the South Site is zoned GI, General Industrial. Both zoning designations permit light industrial and manufacturing uses. The following table summarizes our understanding and interpretation of the zoning requirements that affect the subject.

Zoning Summary

	North Site	South Site
Zoning Jurisdiction	City of Perris	City of Perris
Zoning Designation	LI	GI
Description	Light Industrial	General Industrial
Legally Conforming?	Appears to be legally conforming	Appears to be legally conforming
Zoning Change Likely?	No	No
Permitted Uses	Various industrial uses, including warehouse/distribution and manufacturing	Various industrial uses, including warehouse/distribution and manufacturing
Category	Zoning Requirement	Zoning Requirement
Minimum Lot Area	15,000 SF	15,000 SF
Minimum Street Frontage (Feet)	75 ft	75 ft
Minimum Lot Width (Feet)	75 ft	75 ft
Minimum Lot Depth (Feet)	100 ft	100 ft
Maximum Building Height	50 ft	50 ft
Maximum Site Coverage	50%	50%
Maximum Floor Area Ratio	0.75	0.75
Parking Requirement	1 space/ 500 SF for manufacturing uses; 1 space / 1,000 SF for warehousing uses	1 space/ 500 SF for manufacturing uses; 1 space / 1,000 SF for warehousing uses

Source: City of Perris

According to the City of Perris Planning Department, there are no pending or prospective zoning changes. It appears that the current and proposed uses of the sites are legally conforming uses.

We are not experts in the interpretation of zoning ordinances. An appropriately qualified land use attorney should be engaged if a determination of compliance is required.

Other Land Use Regulations

We are not aware of any other land use regulations that would affect the property.

Summary of Entitlements

As noted, each of the subject sites is fully entitled for industrial development. The following table summarizes the subject's entitlements.

Summary of Entitlements

Site	Bldg SF	Status
North Site 1	982,879	North Site 1 is currently owned by IDI Perris North, which is constructing an approximately 982,879 square foot industrial warehouse. Construction of North Site 1 began the second quarter of 2026 and is currently expected to be completed in first quarter 2027. North Site 1 has been 100% pre-leased to Medline, Inc. ("Medline") for use as a distribution center with a 12 year lease.
South Site 1	1,385,090	South Site 1 is currently vacant land and is entitled for construction of approximately 1,385,090 square feet of industrial warehouse use. The owner is currently developing construction plans for South Site 1 and currently expects to begin construction in 2027.
South Site 2	1,396,020	South Site 2 was acquired by its owner in September 2025. South Site 2 is currently vacant land entitled for construction of an approximately 1,396,020 square foot industrial warehouse. The owner is currently developing construction plans for South Site 2, and currently expects to begin construction in 2027.
South Site 3	535,207	South Site 3 is vacant land entitled for approximately 535,207 square feet of industrial warehouse use. Construction drawings are underway, while the Master Developer is marketing South Site 3 for sale without a published asking price.

Easements, Encroachments and Restrictions

We have reviewed a preliminary title report for the subject's North Site 1 and South Site 3, prepared by First American Title Company dated March 4, 2025. The report identifies exceptions to title, which include various utility and access easements that are typical for a property of this type. Such exceptions would not appear to have an adverse effect on value. Our valuation assumes no adverse impacts from easements, encroachments or restrictions and further assumes that the subject has clear and marketable title.

We were not provided a current title report to review for South Sites 1 and 2. We are not aware of any easements, encroachments, or restrictions that would adversely affect value. Our valuation assumes no adverse impacts from easements, encroachments, or restrictions, and further assumes that the subject has clear and marketable title.

Site Development Costs

Offsite cost obligations are summarized in the following table according to the budget provided by the master developer of Perris Logistics Center. Overall site development costs for both the North and South sites are approximately $138,267,174. In addition, both sites are eligible for DIF and TUMF credits. As of the effective appraisal date, the Developer reports $65,503,527 in site development costs have been incurred on the North Site. There are no remaining cost obligations for the North Site. South Site remaining cost obligations are reported at $80,963,284, before considering costs incurred to date. For the purposes of this analysis, we have allocated South Site costs across the three sites based upon a pro rata share of acreage for each site.

Summary of Site Development Costs

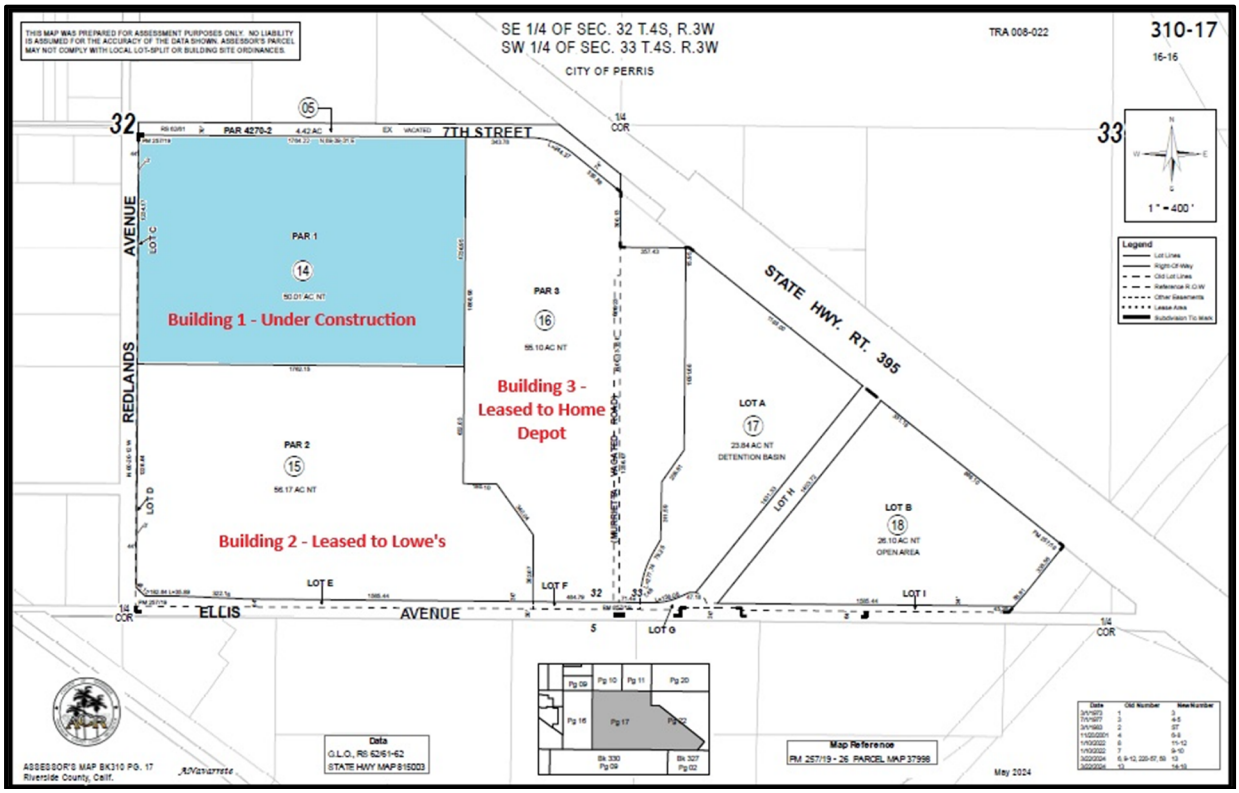
Description	Cost
North Site	
Case Road Improvement Costs	$21,984,082
Case Road Bridge	$12,777,777
Ellis / Redlands	$19,218,060
Bonnie / I-215 Cost (approx.)	$5,354,153
SCRRA (Metrolink) X-ing Improvement Fees	$6,122,000
SCRRA (flagging overage - IDI out-of-pocket)	$700,000
ROW Costs	$8,955,064
DIF Credits	($6,792,500)
TUMF Credits	($14,014,746)
Sub-Total	$54,303,890
Contingency	$3,000,000
Total Site Development Costs - North Site	**$57,303,890**
Less: Costs Spent to Date	($65,503,527)
Remaining Site Development Costs - North Site	**($8,199,637)**
South Site	
Ellis (Goetz to Case)	$2,153,778
Mapes / A-St. / Goetz / Watson	$20,619,113
Regional SS Mainline w/ Lift Station	$12,957,000
Onsite Storm Drain Channel & Spillway	$13,568,805
Goetz Road Bridge Fee	$22,000,000
Perris South Trail Fee	$6,104,454
ROW Costs	$2,724,400
DIF Credits	($5,810,636)
TUMF Credits	($2,353,630)
Sub-Total	$71,963,284
Contingency	$9,000,000
Total Site Development Costs - South Site	**$80,963,284**
Less: Costs Spent to Date	($26,490,915)
Remaining Site Development Costs - South Site	**$54,472,369**

South Site Allocation	Acreage	Pro Rata Share	Extension
South Site 1	74.90	42.0%	$22,887,807
South Site 2	65.25	36.6%	$19,938,977
South Site 3	38.11	21.4%	$11,645,585
Total	**178.26**	**100.0%**	**$54,472,369**

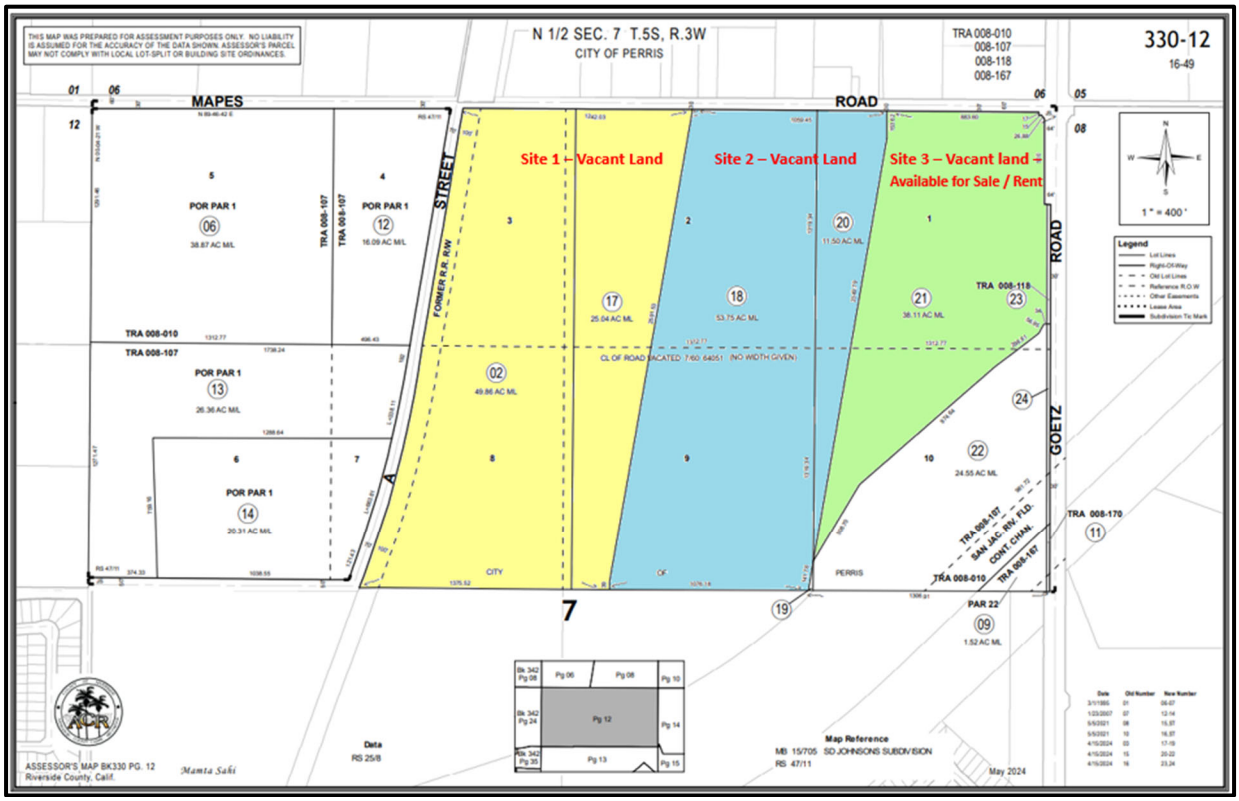
Conclusion of Site Analysis

Overall, the physical characteristics of the site and the availability of utilities result in functional utility suitable for a variety of uses including those permitted by zoning. Uses permitted by zoning include various industrial uses, including warehouse/distribution and manufacturing. We are not aware of any other particular restrictions on development.

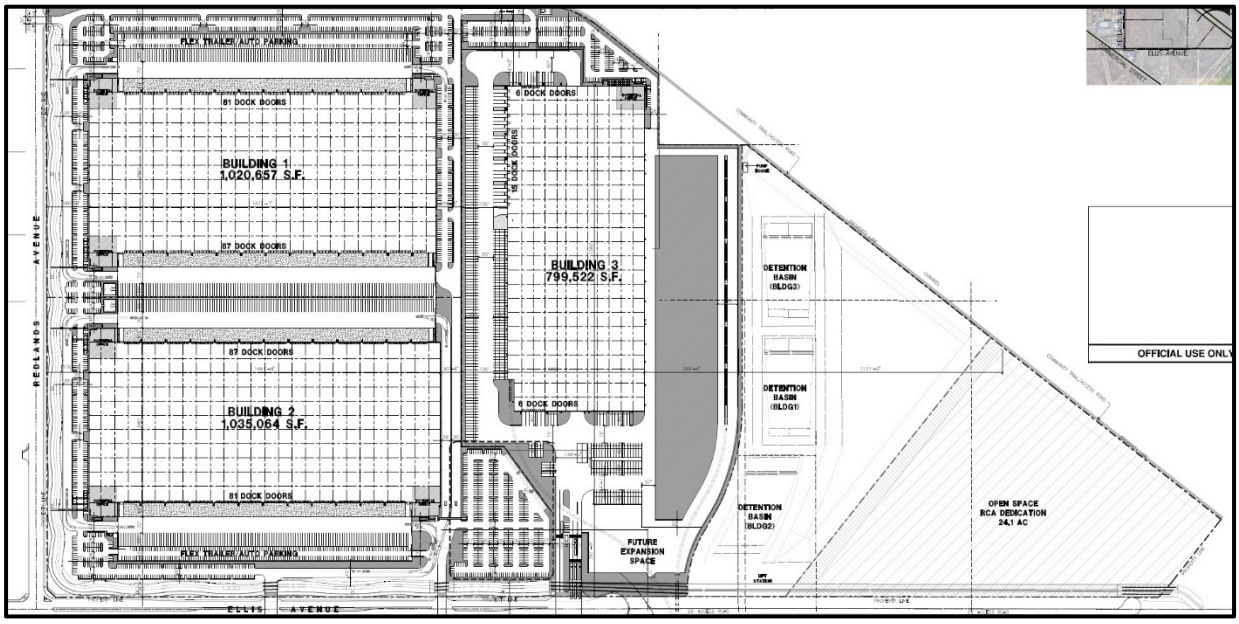
Plat Map – North Site



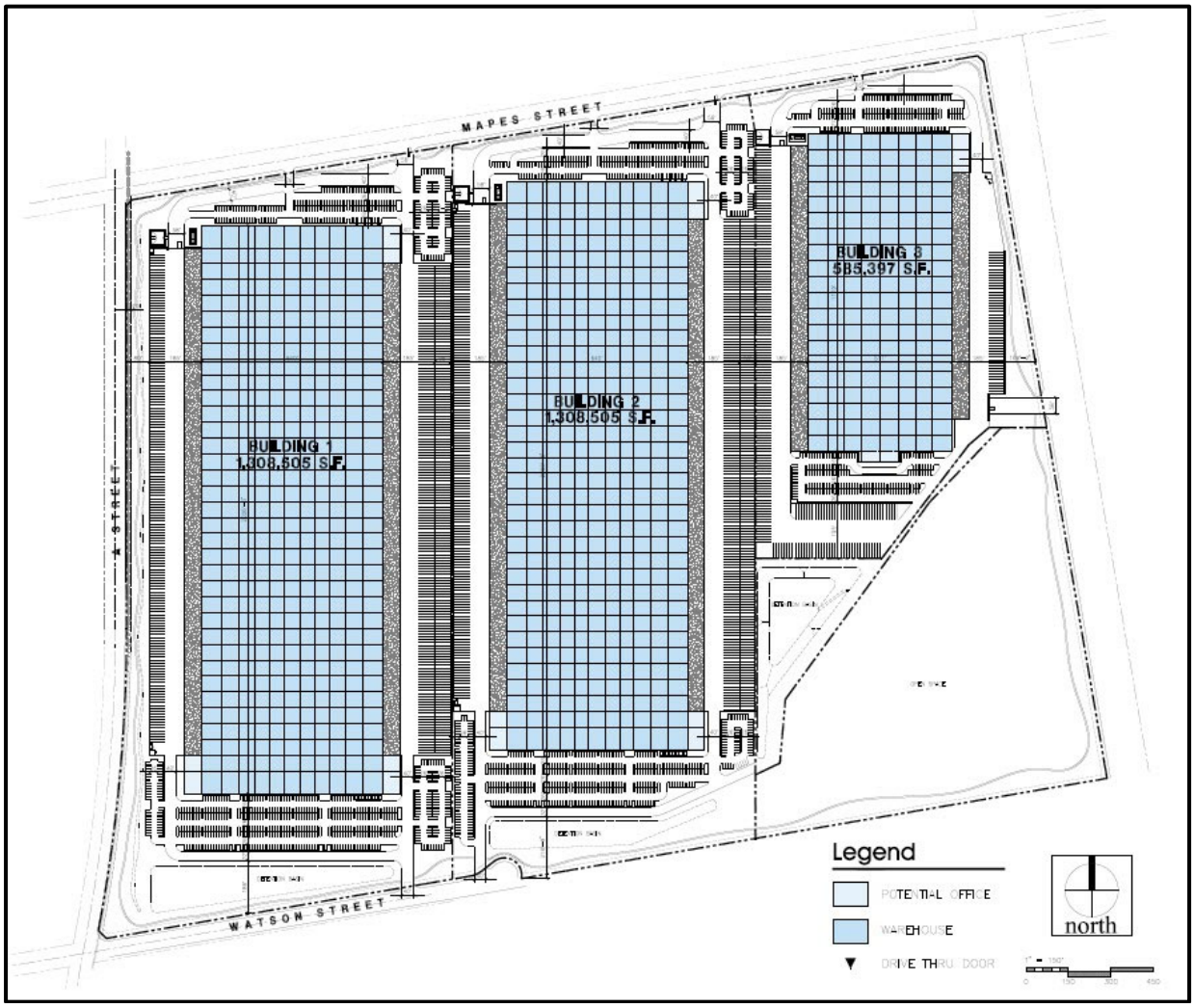
Plat Map – South Site



Site Plan – North Site



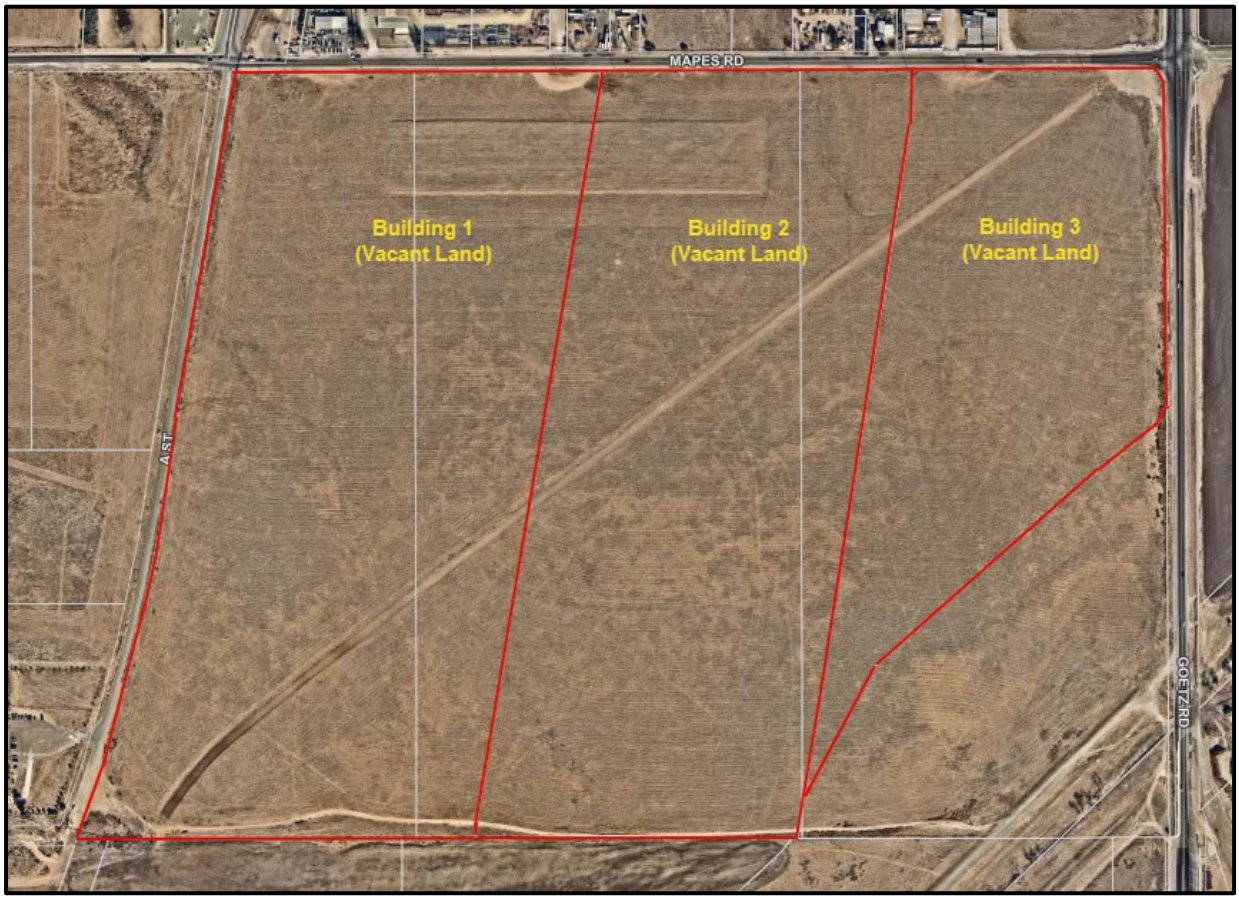
Site Plan – South Site



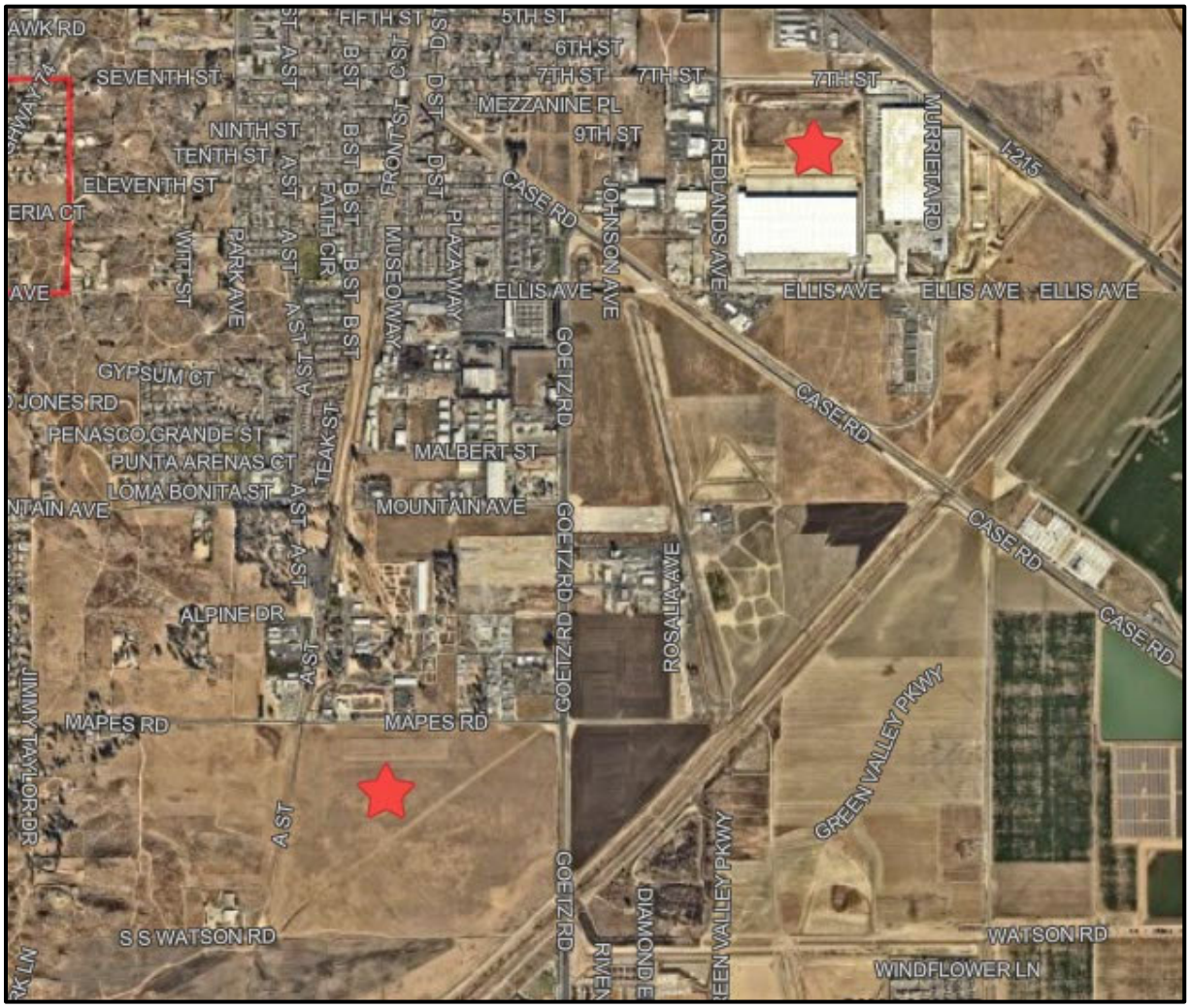
Please note, the square footages reported above vary slightly from current entitlements.

Assessor Aerial – North Site

Assessor Aerial – South Site



Assessor Aerial – Both Sites



Proposed Improvements Description

Overview

The subject's North Site 1 is currently owned by IDI Perris North, which is constructing an approximately 982,879 square foot industrial warehouse. Construction of North Site 1 began the second quarter of 2026 and is currently expected to be completed in first quarter 2027. North Site 1 has been 100% pre-leased to Medline, Inc. ("Medline") for use as a distribution center with a 12 year lease.

The subject includes 42-foot clear ceiling heights, 3.9% office build out, and 153 dock-high doors. Additional details regarding the subject's improvements are summarized in the following tables.

Improvements Description	
General Property Type	Industrial
Property Sub Type	Industrial
Competitive Property Class	C
Occupancy Type	Single Tenant
Percent Leased	100%
Number of Tenants	1
Number of Buildings	1
Stories	1
Construction Class	C
Construction Type	Concrete Tilt-Up
Construction Quality	Average
Condition	New
Gross Building Area (SF)	982,879
Rentable Area (SF)	982,879
Percent Office Space	3.9%
Land Area (SF)	9,943,442
Floor Area Ratio (RA/Land SF)	0.10
Floor Area Ratio (GBA/Land SF)	0.10
Building Area Source	Ownership Representatives
Year Built	2027
Actual Age (Yrs.)	0
Estimated Effective Age (Yrs.)	0
Estimated Economic Life (Yrs.)	55
Remaining Economic Life (Yrs.)	55
Number of Parking Spaces	349
Source of Parking Count	Site Plan
Parking Type	Surface
Parking Spaces/1,000 SF GBA	0.36

Construction Details	
Foundation	Concrete Slab
Structural Frame	Concrete Tilt-Up / Metal
Exterior Walls	Concrete Precast / Tilt-Up
Roof	Built-Up Composition
Clear Height in Feet	42 ft
Dock Height Loading Doors	153
Grade Level Doors	4
HVAC	Roof Central Mounted
Electrical	Assumed Adequate
Plumbing	Assumed Adequate
Sprinklers	Yes

Occupancy Status

The property is 100% pre-leased to Medline Inc.

Improvements Analysis

Quality and Condition

The improvements will be of average to good quality construction and in new condition. The quality of the subject is consistent with competing properties.

Functional Utility

The improvements appear to be adequately suited to their current use.

Deferred Maintenance

The property reflects new construction.

Conclusion of Improvements Analysis

In comparison to competitive properties in the market, the subject improvements, as proposed and partially improved, are as follows:

Improvements Ratings	
Visibility/Exposure	Average
Design and Appearance	Average
Age/Condition	Above Average
% Office	Average
Loading Docks	Average
Clear ceiling heights	Average to Above Average
% Sprinklered	Average
Landscaping	Average

Overall, the quality, condition, and functional utility of the improvements are anticipated to be average to above average for their age and location, based on the similarly constructed buildings on adjacent sites.

Subject north and south sites

Subject north site

Subject north site

Subject north site

North site 1

North site 1

North site 2

North site 2

Facing East along E Ellis Ave

Southwest corner of E Ellis Ave and S Redlands Ave

Facing north along E Ellis Ave

Facing north along E Ellis Ave

North site 3

North site 3

North site 3

Facing east along E Ellis Ave

Subject south site

Subject south site

Real Estate Taxes

The property tax system in California was amended in 1978 by Article XIII to the State Constitution, commonly referred to as Proposition 13. It provides for a limitation on property taxes and for a procedure to establish the current taxable value of real property by reference to a base year value, which is then modified annually to reflect inflation (if any). Annual increases cannot exceed 2% per year.

The base year was set at 1975-76 or any year thereafter in which the property is substantially improved or changes ownership. When either of these two conditions occurs, the property is to be re-appraised at market value, which becomes the new base year assessed value. Proposition 13 also limits the maximum tax rate to 1% of the value of the property, exclusive of bonds and direct charges. Bonded indebtedness approved prior to 1978, and any bonds subsequently approved by a two-thirds vote of the district in which the property is located, can be added to the 1% tax rate.

Ad Valorem Taxes

The existing ad valorem taxes are of nominal consequence in this appraisal, primarily due to the fact these taxes will be adjusted substantially as the remaining property improvements are completed and in consideration of the definition of market value employed in this appraisal, which assumes a sale of the appraised properties. According to the Riverside County Treasurer-Tax Collector's Office, the subject has a tax rate of 1.138350% for tax year 2026/2027 (latest available), based on assessed value. In addition, the appraised properties are subject to direct charges. A summary of the appraised properties' ad valorem taxes and direct assessments is provided below and on the following page.

Taxes and Assessments - 2026/2027

	Assessed Value	Taxes and Assessments			
			Ad Valorem		
Tax ID	Total	Tax Rate	Taxes	Direct Assessments	Total
310-170-020	$11,628,689	1.138350%	$132,375	$242,690	$375,065
330-120-002	$68,458,320	1.138350%	$779,295	$213,852	$993,147
330-120-017	$34,409,701	1.138350%	$391,703	$107,386	$499,089
330-120-018	$95,000,000	1.138350%	$1,081,433	$230,539	$1,311,971
330-120-020	$20,000,000	1.138350%	$227,670	$49,326	$276,996
330-120-021	$40,567,310	1.138350%	$461,798	$163,469	$625,267
	$270,064,020		$3,074,274	$1,007,261	$4,081,535

Direct Assessment Detail 2026/2027

Tax ID	Perris Storm Drain District 1	MWD Standby East	EMWD Infrastructure Availability Charge	Perris Landscape District	CFD No. 2022-2 (Perris Logistics Ct)	Total
310-170-020	$2,851	$335	$531	$17,958	$221,014	$242,690
330-120-002		$346	$548		$212,957	$213,852
330-120-017		$174	$275		$106,936	$107,386
330-120-018		$373	$591		$229,575	$230,539
330-120-020		$80	$127		$49,119	$49,326
330-120-021		$264	$419		$162,785	$163,469
	$2,851	$1,572	$2,492	$17,958	$982,387	$1,007,261

Special Assessments

All of the appraised properties are encumbered by the Special Tax Lien of City of Perris CFD No. 2022-2 (Perris Logistics Center), which increases 2% per year. With respect to special taxes, we have relied upon information provided by the special tax consultant. for the annual special tax levy on the appraised properties, which are updated in the following table for tax year 2026/2027.

Special Taxes 2026/2027

Tax ID	CFD No. 2022-2 (Perris Logistics Ct)
310-170-020	$225,435
330-120-002	$217,217
330-120-017	$109,075
330-120-018	$234,166
330-120-020	$50,102
330-120-021	$166,041

In addition, the North Sites have been annexed into CFD No. 1-S (South Perris Public Services) and CFD No. 2018-02 (Public Services District); the South Sites will eventually also be annexed into both CFDs. Special taxes for 2026/2027 are shown in the following table, based on information from the special tax consultant.

Additional Taxes - North Site

Tax	Unit	Acres / SF	Total Tax
$1,860.40	per acre	50.01	$93,039
$25.39	per 1,000 SF of building area	982,879	$24,955

Highest and Best Use

Process

Before a property can be valued, an opinion of highest and best use must be developed for the subject site, both as if vacant, and as improved or proposed. By definition, the highest and best use must be:

- Legally permissible under the zoning regulations and other restrictions that apply to the site.
- Physically possible.
- Financially feasible.
- Maximally productive, i.e., capable of producing the highest value from among the permissible, possible, and financially feasible uses.

Highest and Best Use As If Vacant

Legally Permissible

The sites are zoned LI, Light Industrial, and GI, General Industrial. Permitted uses include various industrial uses, including warehouse/distribution and manufacturing. To our knowledge, there are no legal restrictions such as easements or deed restrictions that would effectively limit the use of the property. Each of the subject Sites have approved entitlements for construction of industrial/warehouse improvements. The subject's present entitlements are the result of significant planning and review, and any rezone or land use different than currently approved is unlikely. Given prevailing land use patterns in the area, only industrial use is given further consideration in determining highest and best use of the site, as though vacant.

Physically Possible

The physical characteristics of a site that affect its possible use include, but are not limited to, location, street frontage, visibility, access, size, shape, topography, availability of utilities, offsite improvements, easements and soil and subsoil conditions. The legally permissible test has resulted in industrial development; at this point the physical characteristics are examined to see if they are suited for the legally permissible use.

Based on our physical inspection of the subject property, we know of no reason why the property would not support development. All utilities are available to the perimeter of the sites. The properties are not located within an adverse earthquake or flood zone (as a CLOMR has been issued), which would impact development. A small portion of the southwestern portion of the South Site is located within a moderate Fire Hazard Severity Zone, while the remaining portion of the subject are not located in an adverse fire zone. Further, the subject is proximate to new development and development appears possible. Surrounding land uses are compatible and/or similar. Development on adjacent properties provides support that soils are adequate for development. Based on the physical characteristics of the subject property, industrial use is considered physically possible and most appropriate

Financially Feasible

While industrial development is legally permissible and physically possible, new construction is not financially feasible under current market conditions. Overall, market conditions weakened in 2023 in response to macroeconomic factors, including increasing interest rates and inflation. Rental rates and sale prices may be high enough to justify new construction; though, new speculation space may lead to higher market vacancy. Thus, new construction may not be considered financially feasible unless in a build-to-suit situation. It is our opinion the highest and best use of the subject property as though vacant would be future industrial development, in accordance with the subject's approved entitlements. The timing of future development would depend on market conditions as it relates to the expected absorption timeline for the lease-up of new and existing industrial space, as well as market rent and sale price levels.

Maximally Productive

Legal, physical, and market conditions have been analyzed to evaluate the highest and best use of the appraised properties as vacant. The analysis is presented to evaluate the type of use(s) that will generate the greatest level of future benefits possible to the property. Based on the factors previously discussed, the maximally productive use of the appraised properties, and their highest and best use as vacant, is to hold for industrial development until market conditions support new construction (existing vacant space is absorbed by the market).

Most Probable Buyer

In conjunction with the definition of market value, this appraisal assumes a hypothetical sale of the subject properties to a probable buyer/user, as of the date of value. The most probable buyer of the subject sites as vacant would be an investor/industrial developer.

Valuation

Valuation Methodology

Appraisers usually consider three approaches to estimating the market value of real property. These are the cost approach, sales comparison approach and the income capitalization approach.

The **cost approach** assumes that the informed purchaser would pay no more than the cost of producing a substitute property with the same utility. This approach is particularly applicable when the improvements being appraised are relatively new and represent the highest and best use of the land or when the property has unique or specialized improvements for which there is little or no sales data from comparable properties.

The **sales comparison approach** assumes that an informed purchaser would pay no more for a property than the cost of acquiring another existing property with the same utility. This approach is especially appropriate when an active market provides sufficient reliable data. The sales comparison approach is less reliable in an inactive market or when estimating the value of properties for which no directly comparable sales data is available. The sales comparison approach is often relied upon for owner-user properties.

The **income capitalization approach** reflects the market's perception of a relationship between a property's potential income and its market value. This approach converts the anticipated net income from ownership of a property into a value indication through capitalization. The primary methods are direct capitalization and discounted cash flow analysis, with one or both methods applied, as appropriate. This approach is widely used in appraising income-producing properties.

Additional analyses often undertaken in the valuation of subdivisions include **extraction**, **land residual analysis,** and the **subdivision development method**.

Reconciliation of the various indications into a conclusion of value is based on an evaluation of the quantity and quality of available data in each approach and the applicability of each approach to the property type.

The methodology employed in this assignment is summarized as follows:

Approaches to Value

Approach	Applicability to Subject	Use in Assignment
Cost Approach	Not Applicable	Not Utilized
Sales Comparison Approach	Applicable	Utilized
Income Capitalization Approach	Applicable	Utilized

In developing an opinion of value for the subject, only the sales comparison approach is used for the parcels which currently reflect vacant land. This approach is applicable to the subject because there is an active market for similar properties, and sufficient sales data is available for analysis. In the sales

comparison approach, the subject's South Site 2 is utilized as a benchmark site for analysis. The subject's remaining vacant sites (South Site 1 and 3 and North Site 1) are then compared to the conclusion of land value for the benchmark site.

The cost approach is not applicable because there are no improvements that contribute value to the property, and the income approach is not applicable because the subject's vacant parcels are not likely to generate rental income in its current state.

The subject's North Site 1 features a logistics facility currently under construction. The sales comparison approach is utilized to determine the market value of this site.

The market values estimated herein are based on a ***hypothetical condition***. USPAP defines a hypothetical condition as "a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of the analysis." It is a hypothetical condition of the Appraisal that proceeds from the Bonds are available to reimburse for certain completed public improvements. The estimate of market value accounts for the impact of the Lien of the Special Taxes securing the Bonds.

Land Valuation

To develop an opinion of the subject's land value, as though vacant and available to be developed to its highest and best use, the sales comparison approach is used. This approach develops an indication of value by researching, verifying, and analyzing sales of similar properties. The research focused on transactions within the following parameters:

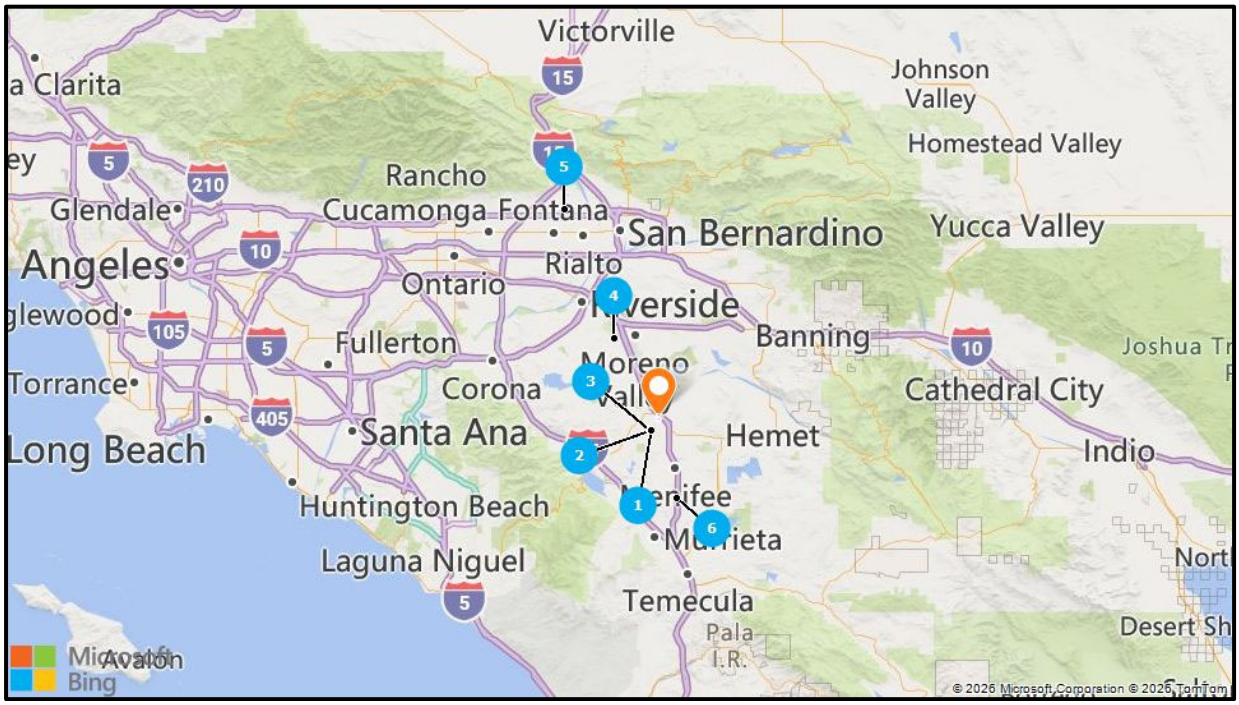
- Location: Riverside and San Bernardino Counties
- Size: Minimum of 20 acres
- Use: Proposed industrial use
- Transaction Date: 2023 or later

For this analysis, price per square foot is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The most relevant sales are summarized in the following table. Sale 1 represents the 2025 sale of the subject property's South Site 2. Sales 2 and 3 reflect 2024 sales of the subject property's South Sites 1 and 2.

Summary of Comparable Land Sales

No.	Name/Address	Sale Date; Status	Effective Sale Price	SF; Acres	Zoning	$/SF Land	$/Acre
1	Perris Logistics Center - South Site 2 Mapes St. Perris Riverside County CA	Sep-25 Closed	$115,000,000	2,842,290 65.25	GI	$40.46	$1,762,452
	Comments: Property sold with entitlements in place for a 1,396,020 SF distribution facility.						
2	Perris Logistics Center - South Site 2 Mapes St. Perris Riverside County CA	Apr-24 Closed	$106,982,000	2,842,290 65.25	GI	$37.64	$1,639,571
	Comments: Property sold with entitlements in place for a 1,396,020 SF distribution facility. As of April 2025, the buyer's plans are on-hold among current market conditions, and the buyer is evaluating whether to sell or retain the site.						
3	Perris Logistics Center - South Site 1 Mapes St. Perris Riverside County CA	Apr-24 Closed	$98,874,000	3,262,644 74.90	GI	$30.30	$1,320,080
	Comments: Sale of vacant industrial land entitled by the seller for development of a 1,385,090 SF distribution facility. The buyer's plans are on-hold among current market conditions; estimated timing for construction of future improvements is one to three years.						
4	Barton St Riverside Riverside County CA	Oct-23 Closed	$65,242,000	2,119,194 48.65	BMP	$30.79	$1,341,048
	Comments: Sale of 48.65 acres of land just west of I-215 Freeway; approximately 35 acres of the site is usable, with the remaining acreage designated for conservation. The buyer is constructing two industrial buildings totaling 603,100 SF, which will be offered for sale or lease.						
5	SWC Lowell St & N. Locust Ave Lowell St Rialto San Bernardino County CA	Aug-23 Closed	$72,000,000	1,738,480 39.91	I-GM	$41.42	$1,804,059
	Comments: The 39.91-acre industrial land at Lowell St., Fontana, CA, sold for $72 million on August 31, 2023, at $41.42 per square foot. Zoned I-GM, the property is vacant and intended for distribution and industrial development, with 584 feet of frontage on Lowell St. Owned by Brookfield Corporation, the site is located in the San Bernardino Submarket, approximately 15 miles from Ontario International Airport.						
6	Scott Road Commerce Center 33380 Zeiders Rd. Menifee Riverside County CA	Feb-23 Closed	$60,841,341	1,474,941 33.86	I-P	$41.25	$1,796,850
	Comments: Sale of three contiguous parcels with frontage along I-215. The property will be developed into the "Gateway at Menifee" logistics campus, which will include three industrial buildings totaling 544,115 SF.						
	Subject Perris Logistics Center - South Site 2 Perris, CA			2,842,290 65.25	LI		

Comparable Land Sales Map



Sale 1
Perris Logistics Center - South Site 2

Sale 2
Perris Logistics Center - South Site 2

Sale 3
Perris Logistics Center – South Site 1

Sale 4
Barton St

Sale 5
Scott Road Commerce Center

Sale 6
Scott Road Commerce Center

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis. In this analysis, qualitative adjustments are utilized.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The opinion of value in this report is based on a fee simple estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power and escheat, as well as non-detrimental easements, community facility districts, and conditions, covenants and restrictions (CC&Rs). All the comparables represent fee simple estate transactions. Therefore, adjustments for property rights are not necessary.

Financing Terms

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller or cash-equivalent transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);

- a lack of exposure to the open market;
- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

The sales took place from February 2023 to September 2025. Overall, industrial market conditions softened throughout 2023 into 2024, characterized by increasing vacancy rates, declining or stagnating asking rental rates, and macroeconomic challenges (such as 2023 interest rate increases). Further, global supply chain disruptions and tariff-related trade uncertainties are having an interim impact on the market. Comparables transacting in 2023 are adjusted downward.

Property Adjustments

Location

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sales 1, 2, and 3 are located at the subject's South Site, and Sale 6 is located in Menifee, which is similar in appeal to Perris. No adjustments are made to these comparables. The remaining comparables are located farther north in the cities of Riverside and Rialto. These submarkets tend to command higher rental rates than the subject's submarket and are ranked as superior.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including

proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the sales are similar to the subject and require no adjustment.

Size

When considering the industrial land market, particularly for logistics and distribution center sites, larger sites are typically more desirable than smaller sites due to increased utility for warehouse construction. After a certain point, when sites become so large that they appeal to only a very limited number of users, the market begins to exhibit an inverse relationship between land area and price per square foot; when this occurs, larger sites generally sell for a lower price per square foot than smaller sites, all else being equal, due to economies of scale.

The comparables range from 33.86 to 74.90 acres and bracket the subject; no adjustments are necessary.

Shape and Topography

This category accounts for the shape of the site influencing its overall utility and/or development potential, as well as the grade of the land.

Although Sale 4 includes 48.65 gross acres, only approximately 35 acres of the site are usable for development; the remaining acreage is allocated to conservation use. This Sale is adjusted upward. In addition, Sale 5 is ranked as inferior due to the flag shape of the site.

Zoning/Entitlements

This category considers allowable uses on the site, as well as whether entitlements for development were in-place at the time of sale. Sites that transfer with approved entitlements command premiums over unentitled sites.

The majority of comparables were entitled at the time of sale and require no adjustment. Sale 5 was unentitled and is ranked as inferior.

Adjustments Summary

The sales are compared to the subject and adjusted to account for material differences that affect value. The following table summarizes the adjustments applied to each sale.

Land Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6
Name	Perris Logistics Center - South Site 2	Perris Logistics Center - South Site 2	Perris Logistics Center - South Site 2	Perris Logistics Center - South Site 1	Barton St	SWC Lowell St & N. Locust Ave	Scott Road Commerce Center
Address	Mapes St.	Mapes St.	Mapes St.	Mapes St.	Barton St.	Lowell St	33380 Zeiders Rd.
City	Perris	Perris	Perris	Perris	Riverside	Rialto	Menifee
County	Riverside	Riverside	Riverside	Riverside	Riverside	San Bernardino	Riverside
State	California	CA	CA	CA	CA	CA	CA
Sale Date		Sep-25	Apr-24	Apr-24	Oct-23	Aug-23	Feb-23
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		$115,000,000	$106,982,000	$98,874,000	$65,242,000	$72,000,000	$60,841,341
Price Adjustment		–	–	–	–	–	–
Description of Adjustment							
Effective Sale Price		$115,000,000	$106,982,000	$98,874,000	$65,242,000	$72,000,000	$60,841,341
Square Feet	2,842,290	2,842,290	2,842,290	3,262,644	2,119,194	1,738,480	1,474,941
Acres	65.25	65.25	65.25	74.90	48.65	39.91	33.86
Price per Square Foot		**$40.46**	**$37.64**	**$30.30**	**$30.79**	**$41.42**	**$41.25**
Transactional Adjustments							
Property Rights		Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Ranking		–	–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller - buyer obtained financing	Cash to seller	Cash to seller - buyer obtained financing
Ranking		–	–	–	–	–	–
Conditions of Sale		Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length
Ranking		–	–	–	–	–	–
Expenditures Made Immediately After Purchase							
Ranking		–	–	–	–	–	–
Market Conditions	8/14/2026	Sep-25	Apr-24	Apr-24	Oct-23	Aug-23	Feb-23
Ranking		–	–	–	Superior	Superior	Superior
Property Adjustments							
Location	Perris	–	–	–	Superior	Superior	–
Access/Exposure	Average	–	–	–	–	–	–
Size	65.25 acres	–	–	–	–	–	–
Shape and Topography	Average	–	–	–	Very Inferior	Inferior	–
Zoning/Entitlements	Entitled	–	–	–	–	Inferior	–
Overall Ranking		**Similar**	**Similar**	**Similar**	**Similar**	**Superior**	**Superior**
Indicated Value		**$40.00**					

Land Value Conclusion

Prior to adjustments, the sales reflect a range of $30.30 - $41.42 per square foot. Overall, the comparables are deemed reliable and applicable to produce a credible estimate of market value for the subject properties. To arrive at an indication of value, primary weight is given to Sales 1, 2, and 3 (located within the subject's South Site), with the remaining comparables providing good secondary support.

Based on the preceding analysis, a ranking of the subject's South Site 2 and the comparable sales is provided as follows:

Ranking Analysis and Reconciliation - South Site 2

Comparable No.	Overall Comparability	Price per Square Foot	Estimated Value
5	Superior	$41.42	
6	Superior	$41.25	
1	Similar	$40.46	
Subject			$40.00
2	Similar	$37.64	
4	Similar	$30.79	
3	Similar	$30.30	
Estimated Unit Value			**$40.00**

The conclusion of land value is applied to the square footage of the subject's South Site 2 below.

Land Value Conclusion - South Site 2

Indicated Value per Square Foot	$40.00
Subject Square Feet	2,842,290
Indicated Value	$113,691,600
Rounded	$113,690,000

South Site 2 recently sold for $115,000,000, or $40.46 per square foot, which is considered indicative of market. Thus, the conclusion of value for South Site 2 will be consistent with the recent sale price in this analysis.

Land Value Conclusion – Remaining Subject Sites

As noted, the subject's South Site 2 is considered as a benchmark site for which to compare the subject property's remaining Sites.

South Site 1 includes 74.90 acres and is located at the corner of Mapes Road and South A Street. While the site enjoys a corner location, site development plans indicate access to the property is expected to solely be provided by Mapes Road (to the north) and Watson Street (to the south), similar to South Site 2. Overall, South Site 1 is expected to be viewed similarly as Site 2 by the local market. Therefore, a land value conclusion of $40.00 per square foot is selected.

South Site 3 is located at the southwest corner of Mapes Street and Goetz Road, with access from both roads according to site plans, and includes 38.11 acres. The site is somewhat irregularly shaped, with the southern portion of the site allocated to a detention basin and no access from Watson Street to the south. Accordingly, a 5% downward adjustment is applied to the market value conclusion of Site 2 to arrive at a market value conclusion of $38.00 per square foot for South Site 3.

The following table summarizes the land value conclusions for the subject sites.

Land Value Conclusion Per Square Foot

Site	Acreage	Land SF	Conclusion / SF	Ranking
South Site 2 (benchmark)	65.25	2,842,290	$40.46	
South Site 1	74.90	3,262,644	$40.00	Similar
South Site 3	38.11	1,660,072	$38.00	Inferior

Conclusion of Land Value

In addition, there are remaining off-site improvement obligations that must be considered for the subject Sites. Offsite cost obligations are summarized in the following table according to the budget provided by the master developer of Perris Logistics Center. Overall site development costs for both the North and South sites are approximately $138,267,174. In addition, both sites are eligible for DIF and TUMF credits. As of the effective appraisal date, the Developer reports $65,503,527 in site development costs have been incurred on the North Site. There are no remaining cost obligations for the North Site. South Site remaining cost obligations are reported at $80,963,284, before considering costs incurred to date. For the purposes of this analysis, we have allocated South Site costs across the three Buildings/Sites based upon a pro rata share of acreage for each site.

Summary of Site Development Costs

Description	Cost
North Site	
Case Road Improvement Costs	$21,984,082
Case Road Bridge	$12,777,777
Ellis / Redlands	$19,218,060
Bonnie / I-215 Cost (approx.)	$5,354,153
SCRRA (Metrolink) X-ing Improvement Fees	$6,122,000
SCRRA (flagging overage - IDI out-of-pocket)	$700,000
ROW Costs	$8,955,064
DIF Credits	($6,792,500)
TUMF Credits	($14,014,746)
Sub-Total	$54,303,890
Contingency	$3,000,000
Total Site Development Costs - North Site	**$57,303,890**
Less: Costs Spent to Date	($65,503,527)
Remaining Site Development Costs - North Site	**($8,199,637)**
South Site	
Ellis (Goetz to Case)	$2,153,778
Mapes / A-St. / Goetz / Watson	$20,619,113
Regional SS Mainline w/ Lift Station	$12,957,000
Onsite Storm Drain Channel & Spillway	$13,568,805
Goetz Road Bridge Fee	$22,000,000
Perris South Trail Fee	$6,104,454
ROW Costs	$2,724,400
DIF Credits	($5,810,636)
TUMF Credits	($2,353,630)
Sub-Total	$71,963,284
Contingency	$9,000,000
Total Site Development Costs - South Site	**$80,963,284**
Less: Costs Spent to Date	($26,490,915)
Remaining Site Development Costs - South Site	**$54,472,369**

South Site Allocation	Acreage	Pro Rata Share	Extension
South Site 1	74.90	42.0%	$22,887,807
South Site 2	65.25	36.6%	$19,938,977
South Site 3	38.11	21.4%	$11,645,585
Total	**178.26**	**100.0%**	**$54,472,369**

Remaining site development/offsite costs are considered in the following table, in conjunction with the concluded market value per square foot of land area.

Final Conclusion of Land Value

Site	Acreage	Land SF	Price / SF	Extension	Site Development	Total	Rounded
South Site 1	74.90	3,262,644	$40.00	$130,505,760	($22,887,807)	$107,617,953	$107,620,000
South Site 2	65.25	2,842,290	$40.46	$115,000,000	($19,938,977)	$95,061,023	$95,060,000
South Site 3	38.11	1,660,072	$38.00	$63,082,721	($11,645,585)	$51,437,136	$51,440,000

Sales Comparison Approach – North Site 1

The sales comparison approach develops an indication of value by comparing the subject to sales of similar properties. The steps taken to apply the sales comparison approach are:

- Identify relevant property sales;
- Research, assemble, and verify pertinent data for the most relevant sales;
- Analyze the sales for material differences in comparison to the subject;
- Reconcile the analysis of the sales into a value indication for the subject.

To apply the sales comparison approach, the research focused on transactions within the following parameters:

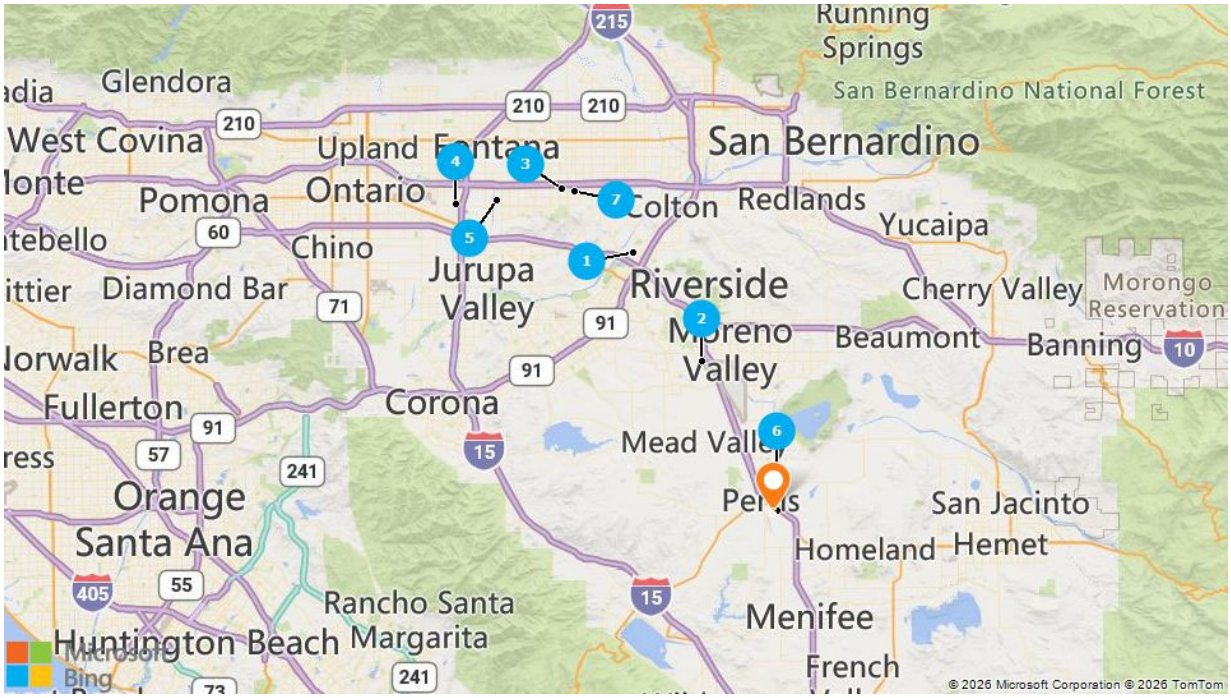
- Property Type: Distribution warehouse
- Location: Riverside and San Bernardino Counties
- Size: 500,000 SF or larger
- Age/Quality: No restriction
- Transaction Date: 2023 or later

For this analysis, price per square foot of rentable area is used as the appropriate unit of comparison because market participants typically compare sale prices and property values on this basis. The sales considered most relevant are summarized in the following table. Sale 5 reflects the Perris Logistics Center North Site 3, which was a build-to-suit for Home Depot.

Summary of Comparable Improved Sales

No.	Name/Address	Sale Date; Status	Yr. Blt.; # Stories; % Occ.	Acres; FAR; Parking Ratio	Clear Height; % Office; Prop Rights	Effective Sale Price	Rentable SF	$/Rentable SF	Cap Rate
1	1001 Columbia Ave. 1001 Columbia Ave. Riverside Riverside County CA	Jan-26 Closed	2011 1 –	25.33 0.46 0.31/1,000	42 4% Fee Simple	$223,000,000	507,000	$439.84	–
	Comments: Sale of 2011 build industrial/cold storage facility, totaling 507,000 square feet. The property sold to Walmart, the sole occupant of the building at the time of sale. The building features 42' clear heights and a 4.4% office build-out ratio.								
2	21600 Cactus Ave 21600 Cactus Ave. Riverside Riverside County CA	Mar-25 Closed	2019 1 100%	52.44 0.39 0.66/1,000	40 1% Fee Simple	$257,050,000	889,445	$289.00	–
	Comments: Sale of distribution center to tenant, Burlington Distribution. The improvements have 220 dock-high doors and 40 ft clear ceiling heights.								
3	Sierra Business Center 16604 Slover Ave Fontana San Bernardino County CA	Sep-24 Closed	2024 1 100%	32.30 0.49 –	40 1% Leased Fee	$240,637,500	690,967	$348.26	5.00%
	Comments: New ly-constructed single tenant industrial building. The property is located approximately 0.5 miles from freew ay access and has 1.4 doors per 10,000 SF.								
4	4450 E. Lowell St & 3351 E. Philadelphia St 4450 E. Lowell St & 3351 E. Philadelphia St Ontario San Bernardino County CA	May-24 Closed	1996/1998 1 100%	24.67 0.48 0.62/1,000	30 2% Leased Fee	$142,250,000	519,116	$274.02	5.42%
	Comments: Sale of tw o non-contiguous properties that sold as a single transaction. The buildings are similar in quality, age and condition. They are located 0.4 to 0.5 miles from freew ay access and have a combined total of 1.7 doors per 10,000 SF. Brokers believed rents to be approximately 15% below market w ith w eighted average lease term of 2.9 years.								
5	13423-13473 Santa Ana Ave. 13423 Santa Ana Ave. Fontana San Bernardino County CA	Apr-24 Closed	2000 1 70%	35.82 0.52 0.43/1,000	30 1% Leased Fee	$197,000,000	819,004	$240.54	–
	Comments: Property is located approximately 1.4 miles from freew ay access and has 1.6 doors per 10,000 SF. It w as reportedly 70% occupied at sale.								
6	Home Depot Distribution Center 400 Ellis Ave. Perris Riverside County CA	Dec-23 Closed	2023 1 100%	55.10 0.33 –	40 1% Leased Fee	$183,866,500	799,522	$229.97	–
	Comments: Property w as 100% leased to Home Depot on a 20-year term at the time of sale. The property includes a rail spur that runs through the property. Reportedly, the rental rate w as based on a yield on cost.								
7	Sierra Business Park - Bldg 5 10545 Production Ave Fontana San Bernardino County CA	Jan-23 Closed	2006 1 –	45.90 0.55 0.58/1,000	– 10% Fee Simple	$365,000,000	1,101,840	$331.26	–
	Comments: This reflects a sale-leaseback transaction to a single tenant.								
	Subject Perris Logistics Center - North and South Sites Perris, CA		2027 1 100%	228.27 0.10 0.36/1,000	42 ft 4% Fee Simple		982,879		

Comparable Improved Sales Map



Sale 1
1001 Columbia Ave.

Sale 2
21600 Cactus Ave

Sale 3
Sierra Business Center

Sale 4
4450 E. Lowell St & 3351 E. Philadelphia St

Sale 5
13423-13473 Santa Ana Ave.

Sale 6
Home Depot Distribution Center

Sale 7
Sierra Business Park - Bldg 5

Analysis and Adjustment of Sales

Adjustments are based on a rating of each comparable sale in relation to the subject. The adjustment process is typically applied through either quantitative or qualitative analysis, or a combination of both analyses. Quantitative adjustments are often developed as dollar or percentage amounts, and are most credible when there is sufficient data to perform a paired sales analysis. In this analysis, qualitative adjustments are utilized.

The rating of each comparable sale in relation to the subject is the basis for the adjustments. If the comparable is superior to the subject, its sale price is adjusted downward to reflect the subject's relative attributes; if the comparable is inferior, its price is adjusted upward.

Transactional adjustments are applied for property rights conveyed, financing, conditions of sale, expenditures made immediately after purchase, and market conditions. In addition, property adjustments include – but are not limited to – location, access/exposure, size, quality, effective age, economic and legal characteristics, and non-realty components of value. Adjustments are considered for the following factors, in the sequence shown below.

Transactional Adjustments

Real Property Rights Conveyed

The comparables consist of a combination of fee simple and leased fee sales. It appears the leased fee comparables sold with terms equivalent to market and were not influenced by above- or below-market contract terms. No adjustments are required for property rights conveyed.

Financing

In analyzing the comparables, it is necessary to adjust for financing terms that differ from market terms. Typically, if the buyer retained third-party financing (other than the seller) for the purpose of purchasing the property, a cash price is presumed and no adjustment is required. However, in instances where the seller provides financing as a debt instrument, a premium may have been paid by the buyer for below-market financing terms, or a discount may have been demanded by the buyer if the financing terms were above market. The premium or discounted price must then be adjusted to a cash equivalent basis. The comparable sales represented cash-to-seller or cash equivalent transactions and, therefore, do not require adjustment.

Conditions of Sale

Adverse conditions of sale can account for a significant discrepancy from the sale price actually paid, compared to that of the market. This discrepancy in price is generally attributed to the motivations of the buyer and the seller. Certain conditions of sale are considered non-market and may include the following:

- a seller acting under duress (e.g., eminent domain, foreclosure);
- buyer motivation (e.g., premium paid for assemblage, certain 1031 exchanges);
- a lack of exposure to the open market;

- an unusual tax consideration;
- a sale at legal auction.

None of the comparable sales had atypical or unusual conditions of sale. Thus, adjustments are not necessary.

Expenditures Made Immediately After Purchase

This category considers expenditures incurred immediately after the purchase of a property. There were no issues of deferred maintenance reported for any of the properties. No adjustments are required for expenditures after sale. In addition, the two fee simple comparables (Sales 1 and 6) reflect either a purchase by the tenant (Sale 1) or a sale-leaseback transaction (Sale 6); therefore, no adjustments for lease up costs are necessary.

Market Conditions

A market conditions adjustment is applied when market conditions at the time of sale differ from market conditions as of the effective date of value. Adjustments can be positive when prices are rising, or negative when markets are challenged by factors such as a deterioration of the economy or adverse changes in supply and/or demand in the market area. Consideration must also be given to when the property was placed under contract, versus when the sale actually closed.

In evaluating market conditions, changes between the comparable sale date and the effective date of this appraisal may warrant adjustment; however, if market conditions have not changed, then no adjustment is required.

The sales took place from January 2023 through March 2025. Overall, industrial market conditions softened throughout 2023 into 2024, characterized by increasing vacancy rates, declining or stagnating asking rental rates, and macroeconomic challenges (such as 2023 interest rate increases). Comparables transacting in 2023 are adjusted downward.

Property Adjustments

Location

Factors considered in evaluating location include, but are not limited to, demographics, growth rates, surrounding uses and property values.

Sale 6 reflects the adjacent North Site 3. The remaining sales are located farther north, proximate to I-10 and within submarkets that command higher industrial rental rates than the subject's submarket, and are superior to the subject.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes. All of the comparables are similar to the subject.

Building Size

Due to economies of scale, the market exhibits an inverse relationship between building area and price per square foot, such that larger properties sell for a lower rate per square foot than smaller properties, all else being equal. In some cases, larger buildings are constructed as build-to-suit projects with rents reflecting a return on cost.

The sales range from 507,000 to 1,101,840 square feet and bracket the subject. No adjustments have been made.

Effective Age/Condition

While year built can give insight into the utility of a property, the more important consideration is the level of condition and modernization of the property. The subject was constructed in 2025 and is in new condition. Comparables exhibiting older effective ages are adjusted upward to reflect the discrepancy in remaining economic life.

Sales 3 and 6 were constructed in 2024 and 2023 and are similar to the subject. Sales 1, 4, 5 and 7 are significantly older than the subject and are ranked inferior. Sale 2 was constructed in 2019 and is considered slightly inferior.

Quality of Construction

This category accounts for construction quality, amenities, market appeal and functional utility.

Sale 1 is a cold storage facility and is considered to be superior in terms of construction quality; thus, a downward consideration is warranted.

Property Characteristics

This category considers characteristics such as number of dock high and grade level doors, clear ceiling heights, percent office build out, and rail access. The following table compares the property characteristics of the subject property to the comparables.

Property Features - Sale Comparables

Feature	Subject	1001 Columbia Ave.	21600 Cactus Ave.	16604 Slover Ave	4450 E. Lowell St & 3351 E. Philadelphia St	13423 Santa Ana Ave.	400 Ellis Ave.	10545 Production Ave
Dock High Doors	153	98	220	92	79	130	27	96
Grade Level Overhead Doors	4	10	0	4	3	4	7	4
Total Doors	157	108	220	96	82	134	34	100
Total SF	982,879	507,000	889,445	690,967	519,116	819,004	799,522	562,089
SF of Building Area per Door	6,260	4,694	4,043	7,198	6,331	6,112	23,515	5,621
Adjustment		*Sl. Superior*	*Sl. Superior*	*Similar*	*Similar*	*Similar*	*Very Inferior*	*Similar*
Rail Access	No	No	No	No	No	No	Yes	No
Adjustment		*Similar*	*Similar*	*Similar*	*Similar*	*Similar*	*Very Superior*	*Similar*
Clear Height (ft)	42	42	40	40	30	30	40	30
Adjustment		*Similar*	*Similar*	*Similar*	*Inferior*	*Inferior*	*Similar*	*Inferior*
Office Space	3.9%	4.4%	1.3%	1.0%	2.0%	1.0%	1.3%	2.0%
Adjustment		*Similar*	*Sl. Inferior*	*Sl. Inferior*	*Similar*	*Sl. Inferior*	*Sl. Inferior*	*Similar*
Total Adjustment		*Superior*	*Similar*	*Similar*	*Inferior*	*Inferior*	*Similar*	*Inferior*

Sales 2, 3, and 6 are similar to the subject. Sales 4, 5 and 7 are inferior to the subject. Sale 1 is superior to the subject.

Economic Characteristics

Items considered in this category consist of non-stabilized occupancy, above/below market rents, tenant mix, and other economic factors. Excluded are differences in rent levels that are already considered in previous adjustments, such as for location or quality. Note: these adjustments are made as refinements. Care is made to avoid double-counting adjustments previously applied.

The majority comparables are similar to the subject. Sale 4 was leased below market at the time of sale and is ranked as inferior. In addition, Sale 6 reflects a build-to-suit for Home Depot, with the rental rate reportedly based upon a yield-on-cost, which falls below current market rent. This sale is ranked as inferior.

Adjustments Summary

The following table summarizes the adjustments discussed above and applied to each sale.

Improved Sales Adjustment Grid

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7
Property Name	Perris Logistics Center - North and South Sites	1001 Columbia Ave.	21600 Cactus Ave	Sierra Business Center	4450 E. Lowell St & 3351 E. Philadelphia St	13423-13473 Santa Ana Ave.	Home Depot Distribution Center	Sierra Business Park - Bldg 5
Address	350 W. Markham St.	1001 Columbia Ave.	21600 Cactus Ave.	16604 Slover Ave	4450 E. Lowell St & 3351 E. Philadelphia St	13423 Santa Ana Ave.	400 Ellis Ave.	10545 Production Ave
City	Perris	Riverside	Riverside	Fontana	Ontario	Fontana	Perris	Fontana
County	Riverside	Riverside	Riverside	San Bernardino	San Bernardino	San Bernardino	Riverside	San Bernardino
State	California	CA	CA	CA	CA	CA	CA	CA
Sale Date		Jan-26	Mar-25	Sep-24	May-24	Apr-24	Dec-23	Jan-23
Sale Status		Closed	Closed	Closed	Closed	Closed	Closed	Closed
Sale Price		$223,000,000	$257,050,000	$240,637,500	$142,250,000	$197,000,000	$183,866,500	$365,000,000
Conditions of Sale Adjustment		–	–	–	–	–	–	–
Other Adjustment		–	–	–	–	–	–	–
Description of Adjustment								
Effective Sale Price		$223,000,000	$257,050,000	$240,637,500	$142,250,000	$197,000,000	$183,866,500	$365,000,000
Gross Building Area	982,879	507,000	889,445	690,967	519,116	819,004	799,522	1,101,840
Rentable Area	982,879	507,000	889,445	690,967	519,116	819,004	799,522	1,101,840
Year Built	2027	2011	2019	2024	1996/1998	2000	2023	2006
Price per SF of Rentable Area		**$439.84**	**$289.00**	**$348.26**	**$274.02**	**$240.54**	**$229.97**	**$331.26**
Transactional Adjustments								
Property Rights		Fee Simple	Fee Simple	Leased Fee	Leased Fee	Leased Fee	Leased Fee	Fee Simple
Ranking		–	–	–	–	–	–	–
Financing Terms		Cash to seller	Cash to seller	Cash to seller	Cash to seller - buyer obtained financing	Cash to seller	Cash to seller	Sale Leaseback
Ranking		–	–	–	–	–	–	–
Conditions of Sale		Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length	Arm's-length
Ranking		–	–	–	–	–	–	–
Expenditures Made Immediately After Purchase								
Ranking		–	–	–	–	–	–	–
Market Conditions	8/14/2026	Jan-26	Mar-25	Sep-24	May-24	Apr-24	Dec-23	Jan-23
Ranking		–	–	–	–	–	Superior	Superior
Cumulative Adjusted Price		**$439.84**	**$289.00**	**$348.26**	**$274.02**	**$240.54**	**$229.97**	**$331.26**
Property Adjustments								
Location		Superior	Superior	Superior	Superior	Superior	–	Superior
Access/Exposure		–	–	–	–	–	–	–
Building Size		–	–	–	–	–	–	–
Effective Age/Condition		Inferior	Inferior	–	Inferior	Inferior	–	Inferior
Quality of Construction		Superior	–	–	–	–	–	–
Property Characteristics		Superior	–	–	Inferior	Inferior	–	Inferior
Economic Characteristics		–	–	–	Inferior	–	Inferior	–
Overall Ranking		**Superior**	**Similar**	**Superior**	**Similar**	**Inferior**	**Inferior**	**Superior**
Indicated Value		**$280.00**						

Value Indication

Prior to adjustment, the sales reflect a range of $229.97 - $439.84 per square foot. The following table reflects the ranking of the subject property among the comparables.

Ranking Analysis and Reconciliation

Comparable No.	Overall Comparability	Price per SF of Rentable Area	Estimated Value
1	Superior	$439.84	
3	Superior	$348.26	
7	Superior	$331.26	
2	Similar	$289.00	
Subject			$280.00
4	Similar	$274.02	
5	Inferior	$240.54	
6	Inferior	$229.97	
Estimated Unit Value			**$280.00**

Based on the preceding analysis, the value indication for the North Site 1, by the sales comparison approach, is as follows:

Value Indication by Sales Comparison - North Site 1

Indicated Value per SF	$280.00
Subject Square Feet	982,879
Indicated Value	$275,206,120
Rounded	$275,200,000

Income Capitalization Approach – North Site 1

The income capitalization approach converts anticipated economic benefits of owning real property into a value estimate through capitalization. The steps taken to apply the income capitalization approach are:

- Analyze the revenue potential of the property.
- Consider appropriate allowances for vacancy, collection loss, and operating expenses.
- Calculate net operating income by deducting vacancy, collection loss, and operating expenses from potential income.
- Apply the most appropriate capitalization method, either direct capitalization or discounted cash flow analysis, or both, to convert anticipated net income to an indication of value.

The two most common capitalization methods are direct capitalization and discounted cash flow analysis. In direct capitalization, a single year's expected income is divided by an appropriate capitalization rate to arrive at a value indication. In discounted cash flow analysis, anticipated future net income streams and a future resale value are discounted to a present value at an appropriate yield rate.

In this analysis, we use only direct capitalization because investors in this property type typically rely more on this method.

Leased Status of Property

The property is 100% pre-leased to Medline Inc., on a 12 year lease, with four five-year extension options. Consistent with estimating the market value of the fee simple interest in the subject property, market rent is utilized in the upcoming analysis.

Market Rent Analysis

To estimate market rent for the subject, the research focused on comparable rentals within the following parameters:

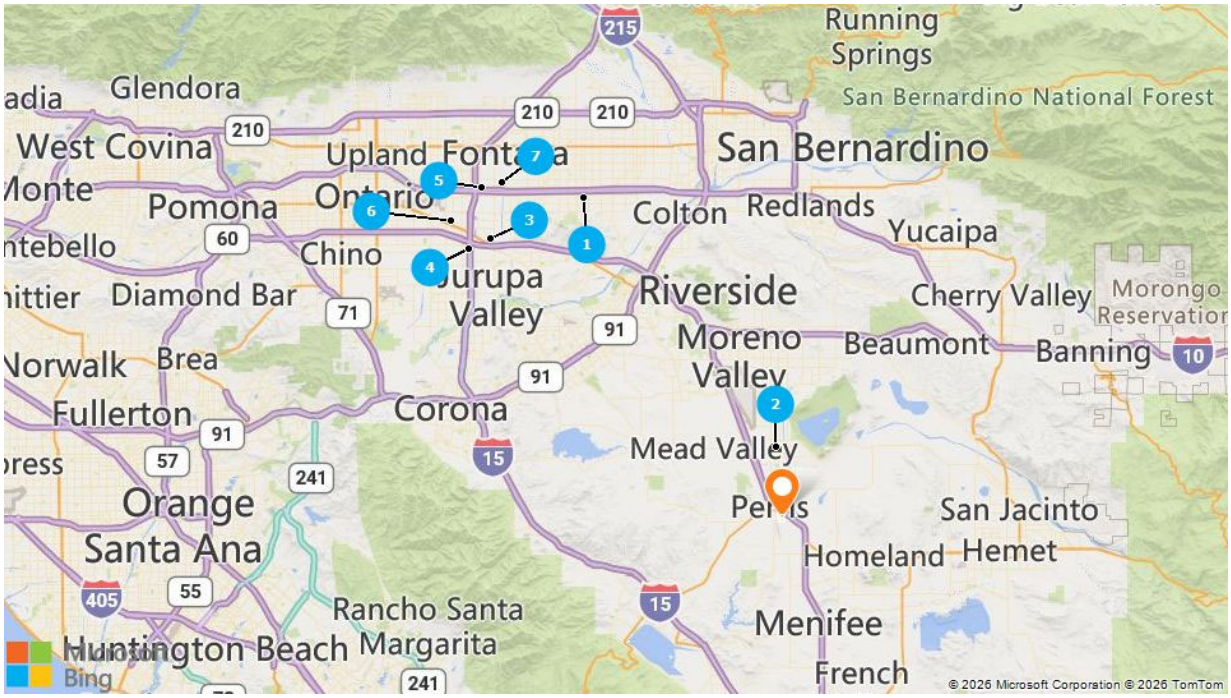
- Location: Riverside and San Bernardino Counties
- Property Type: Industrial
- Size: Minimum of 500,000 square feet
- Date: 2023 or later

Comparable rentals considered most relevant are summarized in the following table.

Summary of Comparable Rentals - Industrial

No.	Property Information	Tenant	SF	Clear Height; % Office	Lease Start	Term (Mos.)	Rent/SF	Escalations	Lease Type
1	Sierra Business Park - Bldg 10545 Production Ave Fontana San Bernardino County CA	Tireco, Inc.	1,101,840	32 10%	Feb-25	24	$1.46	Fixed	Triple Net
	Comments: Two-year lease renewal of a warehouse/distribution facility; tenant received two months of free rent and no TI allowance. The space has clear ceiling heights of 32 feet, 220 dock-high doors, and 4 grade-level doors.								
2	Perris Distribution Center 3722 N. Redlands Ave. Perris Riverside County CA	Whirlpool	1,686,590	30 1%	Jan-25	85	$1.08	Fixed	Triple Net
	Comments: Lease renewal to Whirlpool. The tenant received one month of free rent and a $1.50 psf TI allowance. The space includes 277 dock-high doors, 4 grade-level doors, and 1.2% office space. Clear ceiling heights are 30 feet.								
3	3412 Manitou Ct 3412 Manitou Ct. Jurupa Valley Riverside County CA	White Horse Logistics	560,025	40 1%	Jul-25	127	$1.29	Fixed	Triple Net
	Comments: Building has 79 dock-high doors and four grade-level doors.								
4	Building A 12300 Riverside Dr Eastvale Riverside County CA	LC Logistics Services	557,500	30 2%	Apr-25	91	$1.13	Fixed	Triple Net
	Comments: Building has 109 dock-high doors and four grade-level doors.								
5	Ontario Mills Distribution 5125 Ontario Mills Pky Ontario San Bernardino County CA	Owens & Minor	520,161	32 1%	Jan-25	60	$1.40	Fixed	Triple Net
	Comments: Building is located 0.9 miles from access to I-10, and also has good access to I-15. The building is LEED-certified. There are 2.1 doors per 10,000 SF. Tenant was given $4.00 per square foot for tenant improvements, with no free rent on a 60 month term. Escalations are 3.75% annually.								
6	Bldg 2 3510 E. Francis Ave Ontario San Bernardino County CA	Gigacloud Technology	562,089	30 2%	Jul-24	68	$1.10	Fixed	Triple Net
	Comments: Suite has 96 dock-high doors and four grade-level doors.								
7	13277 San Bernardino Ave. 13277 San Bernardino Ave. Fontana San Bernardino County CA	Western Post	577,905	30 1%	Jul-24	126	$1.10	Fixed	Triple Net
	Comments: Building has 85 dock-high doors and four grade-level doors.								

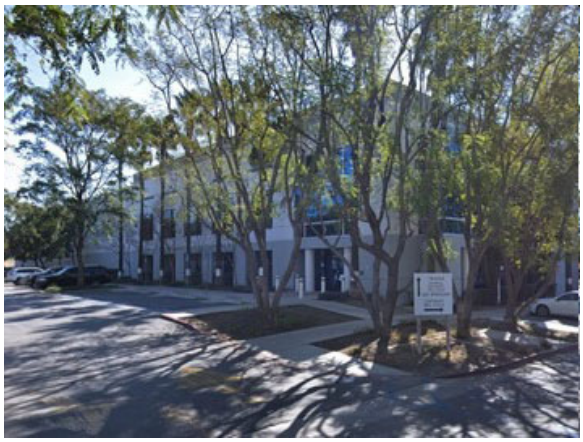
Comparable Rentals Map



Lease 1
Sierra Business Park - Bldg 5

Lease 2
Perris Distribution Center

Lease 3
3412 Manitou Ct



Lease 4
Building A

Lease 5
Ontario Mills Distribution Center

Lease 6
Bldg 2

Lease 7
13277 San Bernardino Ave.

Analysis and Adjustment of Rents

The rents are compared to the subject and adjusted to account for material differences that affect value, in the sequence shown below.

Expense Structure

The subject and comparables are leased on a triple net basis. No adjustments are necessary.

Market Conditions

The comparable rents were signed from July 2024 to July 2025. Market conditions have generally been stable over this time, and no adjustments are made.

Location

Factors considered in evaluating location include, but are not limited to, rental rates, growth rates, surrounding uses, and property values.

Rent 2 is located in Perris and requires no adjustment. The remaining comparables are located in Fontana, Jurupa Valley, Eastvale, and Ontario. These comparables are ranked as superior as they are located in submarkets that command higher industrial rental rates than the subject's submarket.

Access/Exposure

Convenience to transportation facilities, ease of site access, and overall visibility of a property can have a direct impact on property value. High visibility, however, may not translate into higher value if it is not accompanied by good access. In general, high visibility and convenient access, including proximity to major linkages, are considered positive amenities when compared to properties with inferior attributes.

All of the comparables are similar to the subject. No adjustments are necessary.

Space Size

Due to economies of scale, the market exhibits an inverse relationship between building area and price per square foot, such that larger properties rent for a lower rate per square foot than smaller properties, all else being equal. To account for this relationship, applicable adjustments are applied for differences in building area.

The comparables range from 520,161 to 1,686,590 and bracket the subject. No adjustments have been made.

Effective Age/Condition

While year built can give insight into the utility of a property, the more important consideration is the level of condition and modernization of the property. The subject is new (under) construction. Comparables are adjusted upward to reflect the discrepancy in remaining economic life.

Rent 3 is similar to the subject and requires no adjustment. The remaining comparables have older effective ages and are adjusted upward.

Quality of Construction

This category accounts for differences in quality of construction materials and finishes between the subject and the comparables.

All of the comparables are generally similar to the subject. No adjustments are necessary.

Property Characteristics

This element considers characteristics such as clear ceiling heights, percent office space, and number of dock-high and grade level doors. The following table compares the subject to the rent comparables.

Property Features - Lease Comparables

Feature	Subject	10545 Production Ave	3722 N. Redlands Ave.	3412 Manitou Ct.	12300 Riverside Dr	5125 Ontario Mills Pky	3510 E. Francis Ave	13277 San Bernardino Ave.
Dock High Doors	153	220	277	79	109	106	96	85
Grade Level Overhead Doors	4	4	4	4	4	4	4	4
Total Doors	157	224	281	83	113	110	100	89
Total SF	982,879	1,101,840	1,686,590	560,025	557,500	520,161	562,089	577,905
SF of Building Area per Door	6,260	4,919	6,002	6,747	4,934	4,729	5,621	6,493
Adjustment		*Sl. Superior*	*Similar*	*Similar*	*Sl. Superior*	*Sl. Superior*	*Similar*	*Similar*
Clear Height (ft)	42	32	30	40	30	32	30	30
Adjustment		*Inferior*	*Inferior*	*Similar*	*Inferior*	*Inferior*	*Inferior*	*Inferior*
Office Space	3.9%	10.0%	1.2%	1.0%	2.0%	0.8%	2.0%	1.0%
Adjustment		*Superior*	*Sl. Inferior*	*Sl. Inferior*	*Similar*	*Sl. Inferior*	*Similar*	*Sl. Inferior*
Total Adjustment		*Superior*	*Inferior*	*Similar*	*Similar*	*Similar*	*Inferior*	*Inferior*

Economic Characteristics

Items considered in this category include variations in rental rate attributable to such factors as free rent or other concessions, pattern of rent changes over the lease term, or tenant improvement allowances.

All of the comparables are similar to the subject. No adjustments are necessary.

Adjustments Summary

The following table summarizes the adjustments discussed above and applied to each comparable rent.

Rental Adjustment Grid - Industrial

	Subject	Comparable 1	Comparable 2	Comparable 3	Comparable 4	Comparable 5	Comparable 6	Comparable 7
Property Name	Perris Logistics Center- North Site 1	Sierra Business Park - Bldg 5	Perris Distribution Center	3412 Manitou Ct	Building A	Ontario Mills Distribution Center	Bldg 2	13277 San Bernardino Ave.
Address	S. Redlands Ave.	10545 Production Ave	3722 N. Redlands Ave.	3412 Manitou Ct.	12300 Riverside Dr	5125 Ontario Mills Pky	3510 E. Francis Ave	13277 San Bernardino Ave.
City	Perris	Fontana	Perris	Jurupa Valley	Eastvale	Ontario	Ontario	Fontana
County	Riverside	San Bernardino	Riverside	Riverside	Riverside	San Bernardino	San Bernardino	San Bernardino
State		CA	CA	CA	CA	CA	CA	CA
Lease Start Date		Feb-25	Jan-25	Jul-25	Apr-25	Jan-25	Jul-24	Jul-24
Lease Term (Months)		24	85	127	91	60	68	126
Tenant Name		Tireco, Inc.	Whirlpool	White Horse Logistics	LC Logistics Services	Owens & Minor	Gigacloud Technology	Western Post
Leased SF		1,101,840	1,686,590	560,025	557,500	520,161	562,089	577,905
Lease Type		Triple Net	Triple Net	Triple Net	Triple Net	Triple Net	Triple Net	Triple Net
Year Built	2027	2006	2006	2024	1998	2013	2008	2002
Base Rent/SF/Mo.		**$1.46**	**$1.08**	**$1.29**	**$1.13**	**$1.40**	**$1.10**	**$1.10**
Transactional Adjustments								
Expense Structure								
Ranking		–	–	–	–	–	–	–
Conditions of Lease								
Ranking		–	–	–	–	–	–	–
Market Conditions	8/14/2026	Feb-25	Jan-25	Jul-25	Apr-25	Jan-25	Jul-24	Jul-24
Ranking		–	–	–	–	–	–	–
Cumulative Adjusted Rent		**$1.46**	**$1.08**	**$1.29**	**$1.13**	**$1.40**	**$1.10**	**$1.10**
Property Adjustments								
Location		Superior	–	Superior	Superior	Superior	Superior	Superior
Access/Exposure		–	–	–	–	–	–	–
Space Size		–	–	–	–	–	–	–
Effective Age/Condition		Inferior	Inferior	–	Inferior	Inferior	Inferior	Inferior
Quality of Construction		–	–	–	–	–	–	–
Property Characteristics		Superior	Inferior	–	–	–	Inferior	Inferior
Economic Characteristics		–	–	–	–	–	–	–
Overall Ranking		**Superior**	**Inferior**	**Superior**	**Similar**	**Superior**	**Inferior**	**Inferior**
Indicated Rent		**$1.20**						

Market rent is the rental income that a property would most probably command in the marketplace. A number of comparable industrial properties within the subject's market area and surrounding areas were surveyed in order to determine market rent. The comparable properties presented on the preceding pages are considered the most similar to the subject that we could accurately confirm. Consistent with the existing lease, the subject is analyzed on triple net terms.

Other factors considered when adjusting the comparables consisted of lease conditions, market conditions, and differences in physical characteristics. In equating the comparables to the subject, all are considered reasonable indicators of market rent.

Market Rent Conclusion

The rent comparables include annual escalations that range from 3.50% to 4.00%. Based on the preceding analysis of comparable rentals and trends evident in the market, we conclude market lease terms for the subject as follows:

Concluded Market Lease Terms

Space Type	SF	Market Rent	Measure	Rent Escalations	Lease Type	Lease Term (Mos.)
Industrial	982,879	$1.20	$/SF/Mo.	4%	Triple Net	120

Stabilized Income and Expenses

Potential Gross Rent

Potential gross rent is based on the conclusion of market rent. Income is projected for the 12-month period following the effective date of the appraisal.

Potential Gross Rent

		Potential Rent at Market	
Space Type	SF	$/SF/Mo.	Annual
Industrial	982,879	$1.20	$14,153,458

Expense Reimbursements

Consistent with a triple net leasing strategy, tenant reimbursements comprise a portion of potential gross income. The tenants are responsible for all expenses, including management fees. Utilities and janitorial expenses are paid directly to the providers by the tenants and are not shown in our analysis. The remaining tenant expenses are paid in the form of reimbursements to the property owner. Expense items are discussed in the *Operating Expenses* discussion in this report.

Vacancy & Collection Loss

Please refer to the *Industrial Market Overview* section for a detailed discussion of market and/or submarket vacancy factors. Vacancy rates have been increasing over the past several quarters. However, the subject property is 100% leased to a single credit-rated tenant, on a 125-month term. Based on the current market for industrial properties in the subject's area, and the subject's tenancy, a stabilized vacancy and collection loss factor is estimated at 3.0%. This will be deducted from potential gross income to account for potential vacancy and credit/collection loss.

Effective Gross Income

Effective gross income is calculated at $19,671,537, or $20.01 per square foot, per year.

Expenses

To estimate pro forma operating expenses for the subject property, we considered expense data from comparable properties throughout the region. As noted, utilities for the subject are assumed to be paid directly by the tenant and are not included in our expense projections; however, some of the comparables report utility expenses.

Expense Analysis per Square Foot

	Comp Data*				Subject
	Comp 1	Comp 2	Comp 3	Comp 4	Projected Expenses
Year Built	2016	2008	2023	2007	2027
SF	310,550	529,970	814,822	798,304	982,879
Prevailing Lease Type	–	–	–	–	–
Operating Data Type	Trailing-12	In Place	Trailing-12	In Place	
Year	2023	2023	2023	2023	IRR Projection
Real Estate Taxes	$1.05	$1.10	$5.67	$16.37	$3.43
CFD No. 2022-2, CFD No. 1-S, CFD No. 2018-02	$0.00	$0.00	$0.00	$0.00	$0.35
Insurance	$0.25	$0.24	$0.81	$1.48	$0.75
Repairs/Maintenance	$0.00	$0.06	$0.10	$1.84	$1.50
Management	$0.42	$0.34	$1.00	$4.21	$0.20
Total	$1.72	$1.74	$7.58	$23.90	$6.23
Operating Expense Ratio	11.5%	24.3%	NA	27.1%	31.1%

*Comp 1: SoFo Logistics, 15790 Santa Ana Ave. , Fontana, CA
Comp 2: 2701 Keystone Pacific Pky, Patterson, CA
Comp 3: Cherry Valley Logistics Center, 36312 Cherry Valley Blvd , Cherry Valley, CA
Comp 4: 3994 S Riverside Ave, Colton, CA

Note that a replacement reserve expense has not been estimated for the subject property since the overall capitalization rates extracted from the sales data did not include this as an expense. Additionally, property taxes are calculated by applying the subject's tax rate to the market value estimate via the income capitalization approach. The premise is that taxes would be reassessed upon the sale of the property, consistent with Proposition 13. Direct assessments and special taxes are also considered in the real estate tax calculation. The subject is encumbered by CFD No. 2022-2, CFD No. 1-S, and CFD No. 2018-02, which is presented above. As the subject reflects a single tenant building on a triple net lease, management is estimated at 1% of effective gross income. The expense comparables and our operating expense conclusions for the subject are presented in the following table.

Operating History and Projections

	IRR Projection
Income	
Base Rent	$14,153,458
Expense Reimbursements	6,126,477
Potential Gross Income*	$20,279,935
Vacancy & Collection Loss @ 3.0%	-608,398
Effective Gross Income	$19,671,537
Expenses	
Real Estate Taxes	$3,374,856
CFD No. 2022-2, CFD No. 1-S, CFD No. 2018-02	343,428
Insurance	737,159
Repairs/Maintenance	1,474,319
Management	196,715
Total Expenses	$6,126,477
Net Operating Income	**$13,545,060**
Operating Expense Ratio	31.1%

*IRR projected income is the total potential income attributable to the property before deduction of vacancy and collection loss.

Net Operating Income

Based on the preceding income and expense projections, stabilized net operating income is estimated at $13,545,060, or $13.78 per square foot, per year.

Capitalization Rate Selection

A capitalization rate is used to convert net income into an indication of value. Selection of an appropriate capitalization rate considers the future income pattern of the property and investment risk associated with ownership.

In the *Sales Comparison Approach* section, we analyzed several sales of industrial properties. Comparables for which capitalization rate data was available are presented in the following table (first three sales). In addition, we compiled capitalization rate information for additional properties in the region that were leased at the time of sale. While the supplemental sales are less similar to the subject than the comparables used in the *Sales Comparison Approach* section, they are recent leased fee transactions for which we were able to accurately confirm overall capitalization rates. Information from the overall capitalization rate comparables is presented in the following table.

Capitalization Rate Comparables

No.	Property Name	Year Built	Sale Date	Rentable Area	% Occup.	Effective Price/SF	Cap Rate
1	Sierra Business Center	2024	9/19/2024	690,967	100%	$348.26	5.00%
2	4450 E. Lowell St & 3351 E.	1996/1998	5/3/2024	519,116	100%	$274.02	5.42%
3	9400-9500 Santa Fe Springs Rd	1979	7/21/2023	595,304	100%	$352.76	5.00%
4	6075 Lance Dr	2020	1/18/2023	361,346	100%	$332.09	4.30%
	Indicated Cap Rate Range:						4.30% - 5.42%
	Average (Mean) Cap Rate:						4.93%

The overall capitalization rate is the rate at which an investor of an income-producing property will see a return on capital used to buy a particular property/investment. Thus, the capitalization rate can reasonably be viewed as a function of risk. A high risk implies a high possibility of investment loss; a property with high risk will have a high capitalization rate causing a lower selling price or value than one with a relatively low risk factor, all else being equal.

Attributes such as location, building area, visibility/accessibility, condition, effective age and overall quality were taken into account when equating sales and rent comparables to the subject in order to determine market value. The same is true when determining a capitalization rate for the subject property. Also considered when deriving a capitalization rate for an income-producing property is deferred maintenance, security of the income stream (terms of leases and strength of tenants), as well as general economic conditions and local market conditions.

Comparable 1 reflects new construction, similar to the subject. Comparable 2 was leased below market at the time of sale, which applies downward pressure on the cap rate. Comparable 3 had an in-place cap rate of 5.0% and was 100% leased to two tenants, though the proforma cap rate at projected market rates was reported as 6.20%. Comparable 4 reflects recent construction, but transferred in early (January) 2023 and market conditions have weakened since this time.

The subject reflects new construction, pre-leased on a 12 year lease to a single, nationally-recognized credit tenant, both of which apply downward pressure on the cap rate. To determine a capitalization

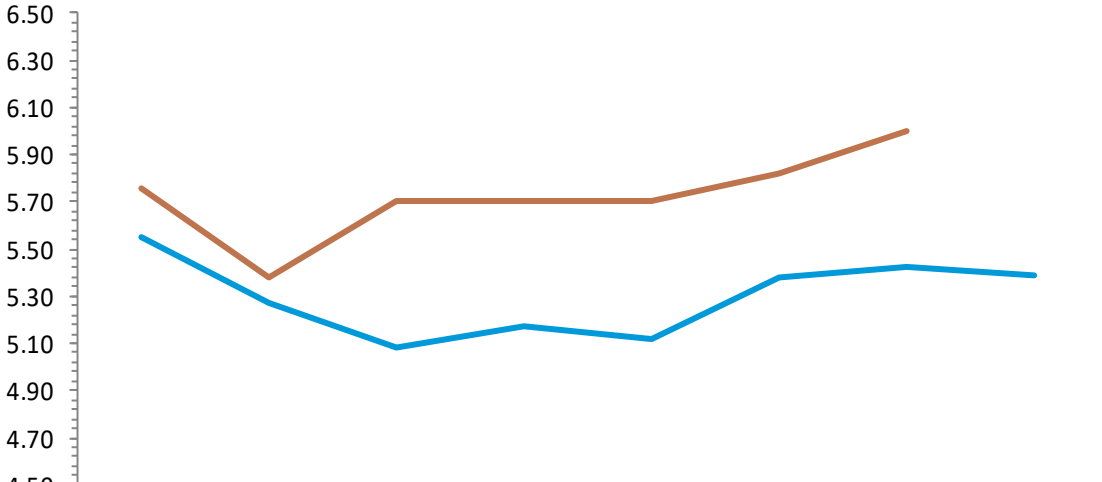
rate for the subject we have also examined capitalization rate information published in national surveys, presented below and on the following page.

Capitalization Rate Surveys - Industrial Properties

	IRR-ViewPoint Year End 2025 National Industrial	IRR-ViewPoint Year End 2025 National Flex Industrial	PwC 2Q-26 National Warehouse	ACLI 1Q-26 National Industrial
Range	5.00% - 8.50%	5.00% - 8.75%	4.50% - 6.50%	N/A
Average	6.43%	6.95%	5.39%	6.00%

Source: IRR ViewPoint 2026; PwC Investor Survey; American Council of Life Insurers Investment Bulletin.

Industrial Capitalization Rate Trends



	3Q-24	4Q-24	1Q-25	2Q-25	3Q-25	4Q-25	1Q-26	2Q-26
PwC	5.55	5.27	5.08	5.17	5.12	5.38	5.42	5.39
ACLI	5.76	5.38	5.70	5.70	5.70	5.82	6.00	

PwC - PwC Investor Survey - National Warehouse Market
ACLI - American Council of Life Insurers Investment Bulletin - Industrial Properties

Capitalization Rate Conclusion

Based on an analysis of the preceding data, a going-in capitalization rate for the subject is indicated within a range of 4.30% to 6.40%. To reach a capitalization rate conclusion, we consider each of the following investment risk factors to gauge its impact on the rate. The direction of each arrow in the following table indicates our judgment of an upward, downward, or neutral influence of each factor.

Capitalization Rate Risk Factors			
Factor	Issues	Impact on Rate	Comments
Income Characteristics	Credit strength of tenant, escalation pattern, above/below market rent, rollover risk	↓	Though market rent was utilized in this analysis, it is noted the subject property is 100% leased to a single, credit-rated tenant on a 10+ year lease.
Competitive Market Position	Construction quality, market appeal, age/condition, functional utility	↓	The subject reflects new construction.
Location	Market area demographics and life cycle trends; proximity issues; access and support services	↔	The subject is located in Perris, proximate to I-215.
Market	Vacancy rates and trends; rental rate trends; supply and demand	↔	Industrial market conditions have been weakening since early 2023. The subject's submarket has higher vacancy rates and lower rental rates than many other Inland Empire submarkets.
Highest and Best Use	Upside potential from redevelopment, adaptation, and/or expansion	↔	The subject is currently operating at its highest and best use.
Overall Impact		↔	

Accordingly, we conclude a capitalization rate as follows:

Capitalization Rate Conclusion	
Method	Capitalization Rate Indication
Analysis of Comparable Sales	4.30% - 5.42%
National Investor Surveys	4.00% - 6.50%
Conclusion	5.00%

Direct Capitalization Analysis

Net operating income is divided by the capitalization rate to indicate the stabilized value of the subject. Valuation of the subject by direct capitalization is shown in the following table.

Direct Capitalization Analysis

		SF	Space Type	Rent Applied	$/SF	Annual	$/SF Bldg.
Income							
Base Rent							
Medline, Inc		982,879	Industrial	Market	$14.40	$14,153,458	–
Potential Gross Rent		982,879				$14,153,458	$14.40
Expense Reimbursements						$6,126,477	$6.23
Potential Gross Income						$20,279,935	$20.63
Vacancy & Collection Loss	3.00%					-$608,398	-$0.62
Effective Gross Income						$19,671,537	$20.01
Expenses							
Real Estate Taxes						$3,374,856	$3.43
CFD No. 2022-2, CFD No. 1-S, CFD No. 2018-02						$343,428	$0.35
Insurance						$737,159	$0.75
Repairs/Maintenance						$1,474,319	$1.50
Management	1.00%					$196,715	$0.20
Total Expenses						$6,126,477	$6.23
Net Operating Income						**$13,545,060**	**$13.78**
Capitalization Rate						5.00%	
Indicated Value						$270,901,191	$275.62
Rounded						**$270,900,000**	**$275.62**

Reconciliation and Conclusion of Value

The valuation of the subject includes the following approaches to value.

Sales Comparison Approach

We analyzed several comparable sales of distribution centers in the subject's market area and surrounding areas. The sales comparison approach is typically most relevant when valuing small, owner-user properties; however, it can be useful in appraising any type of property for which recent market sales data can be obtained. This approach is relevant to the valuation of the subject property because there have been several comparable sales of similar properties. Further, the application of adjustments resulted in a narrowing of the range of data. However, this approach does not directly consider the income-producing potential of the property. Overall, the sales comparison approach is considered a relevant indicator of value for the subject property, but is given secondary weight.

Income Capitalization Approach

Buyers of income-producing real estate rely primarily upon the income capitalization approach when assessing the feasibility of an investment. This approach is highly relevant to the valuation of the subject, since it is an income-producing property. The reliability of this approach is good as we were able to identify several recent leases of comparable properties. The data obtained in estimating vacancy, operating expenses and a capitalization rate for the subject property is considered reliable. The income capitalization approach provides a credible estimate of value and will be relied upon in the final determination of market value for the subject property.

Conclusion

Overall, the income capitalization approach is deemed more relevant to the analysis because of the quality and quantity of comparables obtained and due to the fact that the subject is managed as a leased asset. Our final conclusion of market value of the subject property is presented below.

Summary of Value Indications - North Site 1	
Cost Approach	Not Used
Sales Comparison Approach	$275,200,000
Income Capitalization Approach	$270,900,000
Reconciled	$272,000,000

Extraction Analysis – North Site 1

An extraction (residual) analysis is employed to determine the market value of the subject's North Site 1 building, which is currently under construction. An extraction (residual) analysis takes into account direct and indirect construction costs, accrued depreciation, if any, and developer's incentive in order to arrive at an estimate of value. The elements of the extraction technique are discussed below.

The market value as if stabilized ($272,000,000) was estimated in the previous sections for the North Site 1. A summary of the market value conclusions is provided below.

Direct and Indirect Construction Costs

The next step in the extraction technique is to analyze the costs associated with the construction of the vertical improvements.

Construction costs are generally classified into direct and indirect costs. Direct costs reflect the cost of labor and materials to build the project. Direct costs generally are lower per square foot for larger floor plans, all else being equal, due to economies of scale. Indirect items are the carrying costs and fees incurred in developing the project and during the construction cycle. Construction quality and market-segment are significant factors that affect direct construction costs. In addition, national/public builders, which are able to achieve lower costs due to the larger scale in which orders are placed, routinely achieve lower direct costs. Recent conversations with builders confirm construction costs have increased over the last several years.

To estimate the direct costs of the North Site 1 improvements, we have employed the August 2026 Marshall & Swift Cost Manual (latest available). Please refer to the tables below for the estimate of total direct construction costs.

Building Improvements - Unit Costs

Building 1 Name:	**North Site Building 1**				
MVS Building Type:	Distribution Warehouses	Unit	SF	Current Multiplier	1.050
Const Class:	C	Unit Cost	$74.50	Local Multiplier	1.190
Quality:	Average	Sprinklers:	$2.28	Story Ht Multiplier	1.788
Quality Rating:	Average	HVAC Adjust		Perimeter Multiplier	0.835
Section/Page	14/23	Other:			
Economic Life	55	Subtotal:	$76.78	Final Unit Cost	$143.23

Source: Marshall Valuation Service

Total Building Direct Costs

Building Improvements

Bldg Name	*MVS Building Type*	*MVS Class*	*Quality*	*Quantity*	*Unit*	*Unit Cost*	*Cost New*
North Site Building 1	Distribution Warehouse	C	Average	982,879	SF	$143.23	$140,777,759
Subtotal - Building Costs							$140,777,759

Source: Marshall Valuation Service except for Indirect Costs and Entrepreneurial Incentive, which are appraiser's estimates.

Regarding indirect costs, the following list itemizes some of the typical components that generally comprise indirect costs:

- Architectural and engineering fees for plans, plan checks, surveys and environmental studies;
- Appraisal, consulting, accounting, and legal fees;
- The cost of carrying the investment in land and contract payments during construction. If the property is financed, the points, fees or service charges and interest on construction loans are considered;
- All-risk insurance;
- The cost of carrying the investment in the property after construction is complete, but before sell-out is achieved.

Indirect costs can vary widely as a percentage of the direct costs; a survey of cost budgets suggests indirect costs vary between 8% to more than 30%, depending on the project and tenancy.

Given the size and specifics of the subject, which is a build-to-suit for a pre-leased tenant, we have concluded an indirect cost of **10%** of direct costs.

Accrued Depreciation

For new construction on the subject, an allocation for depreciation (physical, functional, or economic) is not applicable.

Developer's Incentive

According to industry sources, developer's incentive (profit) historically has ranged anywhere from 5% to 25%. Profit is based on the perceived risk associated with the development. Low profit expectations are typical for projects focused on more affordable product with faster sales rates. Higher profit expectations are common in projects with more risk such as developments where sales rates are slower, project size produces an extended holding period, or the product type is considered weak or untested.

Elements affecting profit include location, supply/demand, anticipated risk, construction time frame and project type. Positive attributes of the subject property include its location adjacent to similarly, newly constructed logistics facilities with good access to the 215 Freeway. Based on the characteristics of the subject property, we estimate developer's incentive of **10%** of the value as if at stabilized occupancy.

Conclusion

Our estimate of the finished subject value is presented below.

Total Building Costs

Building Improvements

Bldg Name	*MVS Building Type*	*MVS Class*	*Quality*	*Quantity*	*Unit*	*Unit Cost*	*Cost New*
North Site Building 1	Distribution Warehouse	C	Average	982,879	SF	$143.23	$140,777,759
Subtotal - Building Costs							$140,777,759
Plus: Indirect Cost						10%	$14,077,776
Subtotal							$154,855,535
Plus: Developer's Incentive						10%	$15,485,554
Total Building Costs							$170,341,089

Source: Marshall Valuation Service except for Indirect Costs and Entrepreneurial Incentive, which are appraiser's estimates.

For the purpose of the extraction technique, based on the current condition of the subject property, we estimate remaining costs at 30% of the total building costs. Deducting the remaining costs from the previously estimated market value as if complete ($272,000,000) suggests a market value of $221,000,000 (rounded).

Value As-Is via Extraction Technique		
Total Building Costs		$272,000,000
Less: Remaining Developer's Costs	30%	($51,102,327)
Estimated Value As-Is		**$220,897,673**

Market Value by Ownership

In this section, the previously concluded market values will be allocated to each ownership group comprising the appraised properties in order to provide a market value of the appraised properties by ownership.

Based on the previous analyses, the estimates of market value, by ownership, subject to the impact of the Lien of the Special Tax securing the CFD No. 2022-2 (Perris Logistics Center), as of the date of value, August 14, 2026, are presented in the following table.

Value Conclusion

Market Value, Subject to a Hypothetical Condition	Ownership	Interest Appraised	Date of Value	Value Conclusion
North Site 1	IDI Perris North	Fee Simple	August 14, 2026	$221,000,000
South Site 1	Anatolia Perris, LLC	Fee Simple	August 14, 2026	$107,620,000
South Site 2	Silver Hollow, LLC	Fee Simple	August 14, 2026	$95,060,000
South Site 3	IDIL Perris Fulfillment Center, LP	Fee Simple	August 14, 2026	$51,440,000
Aggregate of Appraised Values				**$475,120,000**
Assessed Value				
North Site 3	Recline Borrower, LLC			$191,294,300
North Site 2	IDIL Perris Logistics Center North, LP			$166,365,714
Aggregate of Assessed Values				**$357,660,014**

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

(None)

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject property is encumbered by City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center). This appraisal is based on the hypothetical condition that bond proceeds are available to reimburse for certain public improvements and/or Impact Fees completed/paid.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Exposure Time

Exposure time is the length of time the subject property would have been exposed for sale in the market had it sold on the effective valuation date at the concluded market value. Exposure time is always presumed to precede the effective date of the appraisal. Based on our review of recent sales transactions for similar properties and our analysis of supply and demand in the local industrial market, it is our opinion that the probable exposure time for the subject at the concluded market values stated previously is 6 - 9 months.

Marketing Time

Marketing time is an estimate of the amount of time it might take to sell a property at the concluded market value immediately following the effective date of value. As we foresee no significant changes in market conditions in the near term, it is our opinion that a reasonable marketing period for the subject in bulk is likely to be the same as the exposure time. Accordingly, we estimate the subject's marketing period at 6 - 9 months.

Industrial Marketing Time (Months)

	IRR-ViewPoint Year End 2024 National Industrial	IRR-ViewPoint Year End 2024 National Flex Industrial	PwC 2Q-25 National Warehouse
Range	3 - 12	3 - 12	0 - 12
Average	6.52	7.16	4.2

Source: IRR ViewPoint 2025; PwC Investor Survey.

Certification

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. We have previously appraised the property that is the subject of this report for the current client. We have provided no other services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.
5. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice as well as applicable state appraisal regulations.
9. The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. Eric Segal, MAI, made personal inspections of the property that is the subject of this report.
12. No one provided significant real property appraisal assistance to the person(s) signing this certification.
13. We have experience in appraising properties similar to the subject and are in compliance with the Competency Rule of USPAP.
14. As of the date of this report, Eric Segal, MAI, has completed the continuing education program for Designated Members of the Appraisal Institute.

Eric Segal, MAI
Certified General Real Estate Appraiser
California Certificate # AG026558

Noah Kauffman, MAI, R/W-AC
Certified General Real Estate Appraiser
California Certificate # 3004618

Assumptions and Limiting Conditions

This appraisal and any other work product related to this engagement are limited by the following standard assumptions, except as otherwise noted in the report:

1. The title is marketable and free and clear of all liens, encumbrances, encroachments, easements and restrictions. The property is under responsible ownership and competent management and is available for its highest and best use.
2. There are no existing judgments or pending or threatened litigation that could affect the value of the property.
3. There are no hidden or undisclosed conditions of the land or of the improvements that would render the property more or less valuable. Furthermore, there is no asbestos in the property.
4. The revenue stamps placed on any deed referenced herein to indicate the sale price are in correct relation to the actual dollar amount of the transaction.
5. The property is in compliance with all applicable building, environmental, zoning, and other federal, state and local laws, regulations and codes.
6. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.

This appraisal and any other work product related to this engagement are subject to the following limiting conditions, except as otherwise noted in the report:

1. An appraisal is inherently subjective and represents our opinion as to the value of the property appraised.
2. The conclusions stated in our appraisal apply only as of the effective date of the appraisal, and no representation is made as to the effect of subsequent events.
3. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated.
4. No environmental impact studies were either requested or made in conjunction with this appraisal, and we reserve the right to revise or rescind any of the value opinions based upon any subsequent environmental impact studies. If any environmental impact statement is required by law, the appraisal assumes that such statement will be favorable and will be approved by the appropriate regulatory bodies.
5. Unless otherwise agreed to in writing, we are not required to give testimony, respond to any subpoena or attend any court, governmental or other hearing with reference to the property without compensation relative to such additional employment.
6. We have made no survey of the property and assume no responsibility in connection with such matters. Any sketch or survey of the property included in this report is for illustrative purposes only and should not be considered to be scaled accurately for size. The appraisal

covers the property as described in this report, and the areas and dimensions set forth are assumed to be correct.

7. No opinion is expressed as to the value of subsurface oil, gas or mineral rights, if any, and we have assumed that the property is not subject to surface entry for the exploration or removal of such materials, unless otherwise noted in our appraisal.

8. We accept no responsibility for considerations requiring expertise in other fields. Such considerations include, but are not limited to, legal descriptions and other legal matters such as legal title, geologic considerations such as soils and seismic stability; and civil, mechanical, electrical, structural and other engineering and environmental matters. Such considerations may also include determinations of compliance with zoning and other federal, state, and local laws, regulations and codes.

9. The distribution of the total valuation in the report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used. The appraisal report shall be considered only in its entirety. No part of the appraisal report shall be utilized separately or out of context.

10. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraisers, or any reference to the Appraisal Institute) shall be disseminated through advertising media, public relations media, news media or any other means of communication (including without limitation prospectuses, private offering memoranda and other offering material provided to prospective investors) without the prior written consent of the persons signing the report.

11. Information, estimates and opinions contained in the report and obtained from third-party sources are assumed to be reliable and have not been independently verified.

12. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute predictions of future operating results.

13. If the property is subject to one or more leases, any estimate of residual value contained in the appraisal may be particularly affected by significant changes in the condition of the economy, of the real estate industry, or of the appraised property at the time these leases expire or otherwise terminate.

14. Unless otherwise stated in the report, no consideration has been given to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

15. The current purchasing power of the dollar is the basis for the values stated in the appraisal; we have assumed that no extreme fluctuations in economic cycles will occur.

16. The values found herein are subject to these and to any other assumptions or conditions set forth in the body of this report but which may have been omitted from this list of Assumptions and Limiting Conditions.

17. The analyses contained in the report necessarily incorporate numerous estimates and assumptions regarding property performance, general and local business and economic

conditions, the absence of material changes in the competitive environment and other matters. Some estimates or assumptions, however, inevitably will not materialize, and unanticipated events and circumstances may occur; therefore, actual results achieved during the period covered by our analysis will vary from our estimates, and the variations may be material.

18. The Americans with Disabilities Act (ADA) became effective January 26, 1992. We have not made a specific survey or analysis of the property to determine whether the physical aspects of the improvements meet the ADA accessibility guidelines. We claim no expertise in ADA issues, and render no opinion regarding compliance of the subject with ADA regulations. Inasmuch as compliance matches each owner's financial ability with the cost to cure the non-conforming physical characteristics of a property, a specific study of both the owner's financial ability and the cost to cure any deficiencies would be needed for the Department of Justice to determine compliance.

19. The appraisal report is prepared for the exclusive benefit of the Client, its subsidiaries and/or affiliates. It may not be used or relied upon by any other party. All parties who use or rely upon any information in the report without our written consent do so at their own risk.

20. No studies have been provided to us indicating the presence or absence of hazardous materials on the subject property or in the improvements, and our valuation is predicated upon the assumption that the subject property is free and clear of any environment hazards including, without limitation, hazardous wastes, toxic substances and mold. No representations or warranties are made regarding the environmental condition of the subject property. Integra Realty Resources – Los Angeles, Integra Realty Resources, Inc., Integra Strategic Ventures, Inc. and/or any of their respective officers, owners, managers, directors, agents, subcontractors or employees (the "Integra Parties"), shall not be responsible for any such environmental conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because we are not experts in the field of environmental conditions, the appraisal report cannot be considered as an environmental assessment of the subject property.

21. The persons signing the report may have reviewed available flood maps and may have noted in the appraisal report whether the subject property is located in an identified Special Flood Hazard Area. We are not qualified to detect such areas and therefore do not guarantee such determinations. The presence of flood plain areas and/or wetlands may affect the value of the property, and the value conclusion is predicated on the assumption that wetlands are non-existent or minimal.

22. Integra Realty Resources – Los Angeles is not a building or environmental inspector. Integra Los Angeles does not guarantee that the subject property is free of defects or environmental problems. Mold may be present in the subject property and a professional inspection is recommended.

23. The appraisal report and value conclusions for an appraisal assume the satisfactory completion of construction, repairs or alterations in a workmanlike manner.

24. It is expressly acknowledged that in any action which may be brought against any of the Integra Parties, arising out of, relating to, or in any way pertaining to this engagement, the

appraisal reports, and/or any other related work product, the Integra Parties shall not be responsible or liable for any incidental or consequential damages or losses, unless the appraisal was fraudulent or prepared with intentional misconduct. It is further acknowledged that the collective liability of the Integra Parties in any such action shall not exceed the fees paid for the preparation of the appraisal report unless the appraisal was fraudulent or prepared with intentional misconduct. Finally, it is acknowledged that the fees charged herein are in reliance upon the foregoing limitations of liability.

25. Integra Realty Resources – Los Angeles, an independently owned and operated company, has prepared the appraisal for the specific intended use stated elsewhere in the report. The use of the appraisal report by anyone other than the Client is prohibited except as otherwise provided. Accordingly, the appraisal report is addressed to and shall be solely for the Client's use and benefit unless we provide our prior written consent. We expressly reserve the unrestricted right to withhold our consent to your disclosure of the appraisal report or any other work product related to the engagement (or any part thereof including, without limitation, conclusions of value and our identity), to any third parties. Stated again for clarification, unless our prior written consent is obtained, no third party may rely on the appraisal report (even if their reliance was foreseeable).

26. The conclusions of this report are estimates based on known current trends and reasonably foreseeable future occurrences. These estimates are based partly on property information, data obtained in public records, interviews, existing trends, buyer-seller decision criteria in the current market, and research conducted by third parties, and such data are not always completely reliable. The Integra Parties are not responsible for these and other future occurrences that could not have reasonably been foreseen on the effective date of this assignment. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance. While we are of the opinion that our findings are reasonable based on current market conditions, we do not represent that these estimates will actually be achieved, as they are subject to considerable risk and uncertainty. Moreover, we assume competent and effective management and marketing for the duration of the projected holding period of this property.

27. All prospective value opinions presented in this report are estimates and forecasts which are prospective in nature and are subject to considerable risk and uncertainty. In addition to the contingencies noted in the preceding paragraph, several events may occur that could substantially alter the outcome of our estimates such as, but not limited to changes in the economy, interest rates, and capitalization rates, behavior of consumers, investors and lenders, fire and other physical destruction, changes in title or conveyances of easements and deed restrictions, etc. It is assumed that conditions reasonably foreseeable at the present time are consistent or similar with the future.

28. The appraisal is also subject to the following:

Extraordinary Assumptions and Hypothetical Conditions

The value conclusions are subject to the following extraordinary assumptions. An extraordinary assumption is an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

(None)

The value conclusions are based on the following hypothetical conditions. A hypothetical condition is a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

1. The subject property is encumbered by City of Perris Community Facilities District No. 2022-2 (Perris Logistics Center). This appraisal is based on the hypothetical condition that bond proceeds are available to reimburse for certain public improvements and/or Impact Fees completed/paid.

The use of any extraordinary assumption or hypothetical condition may have affected the assignment results.

Addendum A

Appraiser Qualifications

About IRR

Integra Realty Resources, Inc. (IRR) provides world-class commercial real estate valuation, counseling, and advisory services. Routinely ranked among leading property valuation and consulting firms, we are now the largest independent firm in our industry in the United States, with local offices coast to coast and in the Caribbean.

IRR offices are led by MAI-designated Senior Managing Directors, industry leaders who have over 25 years, on average, of commercial real estate experience in their local markets. This experience, coupled with our understanding of how national trends affect the local markets, empowers our clients with the unique knowledge, access, and historical perspective they need to make the most informed decisions.

Many of the nation's top financial institutions, developers, corporations, law firms, and government agencies rely on our professional real estate opinions to best understand the value, use, and feasibility of real estate in their market.

Local Expertise...Nationally!

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Addendum B

Definitions

Definitions

The source of the following definitions is the Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute, 2015), unless otherwise noted.

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.

Disposition Value
The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. An adequate marketing effort will be made during the exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Effective Date
1. The date on which the appraisal or review opinion applies.
2. In a lease document, the date upon which the lease goes into effect.

Entitlement
In the context of ownership, use, or development of real estate, governmental approval for annexation, zoning, utility extensions, number of lots, total floor area, construction permits, and occupancy or use permits.

Entrepreneurial Profit
1. A market-derived figure that represents the amount an entrepreneur receives for his or her contribution to a project and risk; the difference between the total cost of a property (cost of

development) and its market value (property value after completion), which represents the entrepreneur's compensation for the risk and expertise associated with development. An entrepreneur is motivated by the prospect of future value enhancement (i.e., the entrepreneurial incentive). An entrepreneur who successfully creates value through new development, expansion, renovation, or an innovative change of use is rewarded by entrepreneurial profit. Entrepreneurs may also fail and suffer losses.

2. In economics, the actual return on successful management practices, often identified with coordination, the fourth factor of production following land, labor, and capital; also called entrepreneurial return or entrepreneurial reward.

Exposure Time

1. The time a property remains on the market.
2. The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Floor Area Ratio (FAR)

The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (ISV)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market.
2. The value of an asset to the owner or a prospective owner for individual investment or operational objectives.

Lease

A contract in which rights to use and occupy land, space, or structures are transferred by the owner to another for a specified period of time in return for a specified rent.

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

Leasehold Interest

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.

Liquidation Value

The most probable price that a specified interest in real property should bring under the following conditions:

1. Consummation of a sale within a short time period.
2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms.

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal.

Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal.

Market Value
The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- buyer and seller are typically motivated;
- both parties are well informed or well advised, and acting in what they consider their own best interests;
- a reasonable time is allowed for exposure in the open market;
- payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

(Source: Code of Federal Regulations, Title 12, Chapter I, Part 34.42[g]; also Interagency Appraisal and Evaluation Guidelines, Federal Register, 75 FR 77449, December 10, 2010, page 77472)

Prospective Opinion of Value
A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.

Addendum C

Maps

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

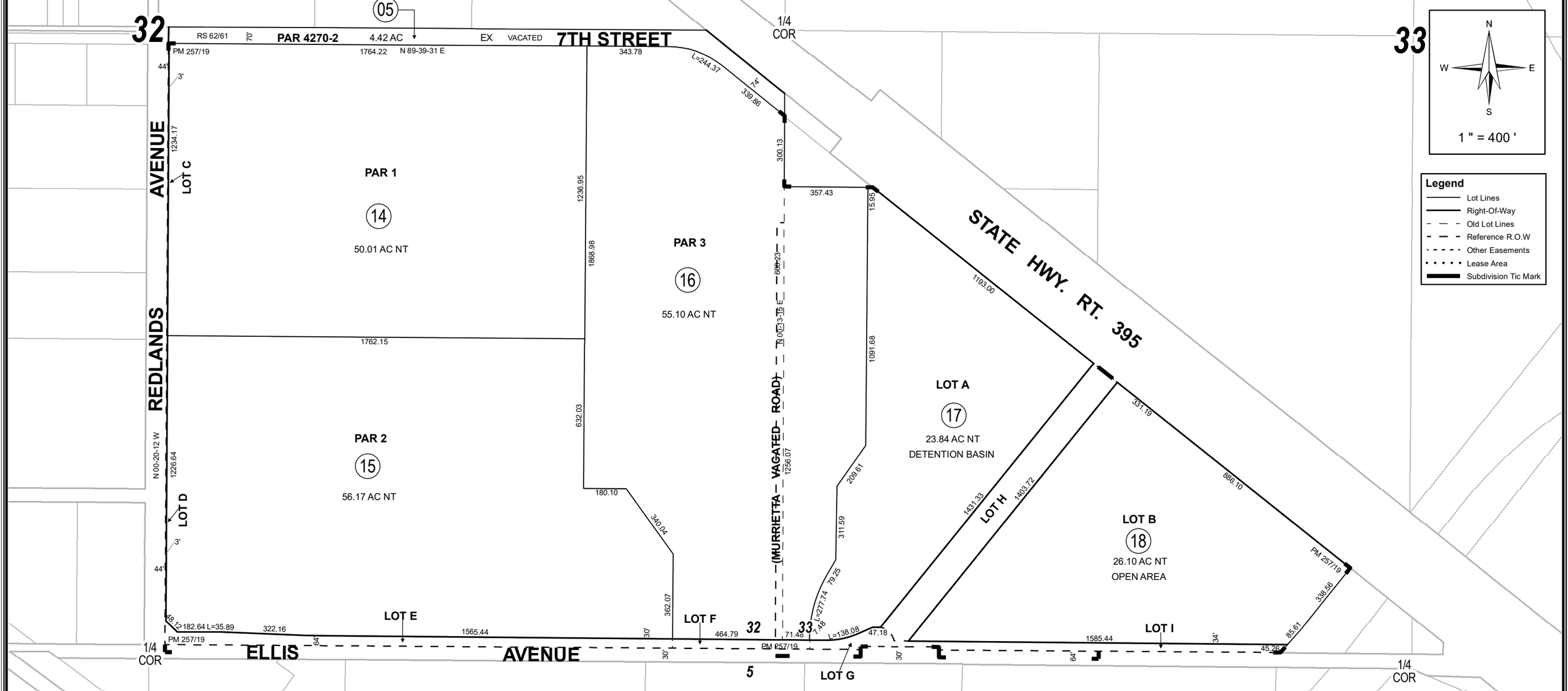
SE 1/4 OF SEC. 32 T.4S, R.3W
SW 1/4 OF SEC. 33 T.4S. R.3W

CITY OF PERRIS

TRA 008-022

310-17

16-16



N
W E
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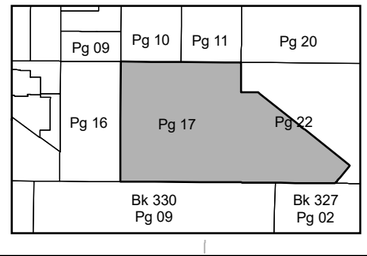
1 " = 400 '

Legend

- Lot Lines
- Right-Of-Way
- Old Lot Lines
- Reference R.O.W
- Other Easements
- Lease Area
- Subdivision Tic Mark



Data
G.L.O., RS 62/61-62
STATE HWY MAP 815003

Map Reference
PM 257/19 - 26 PARCEL MAP 37998

Date	Old Number	NewNumber
3/1/1973	1	3
7/1/1977	3	4-5
3/1/1983	2	ST
11/20/2001	4	6-8
1/10/2022	8	11-12
1/10/2022	7	9-10
3/22/2024	6, 9-12, 220-57, 58	13
3/22/2024	13	14-18

ASSESSOR'S MAP BK310 PG. 17
Riverside County, Calif.

ANavarrete

May 2024

THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.

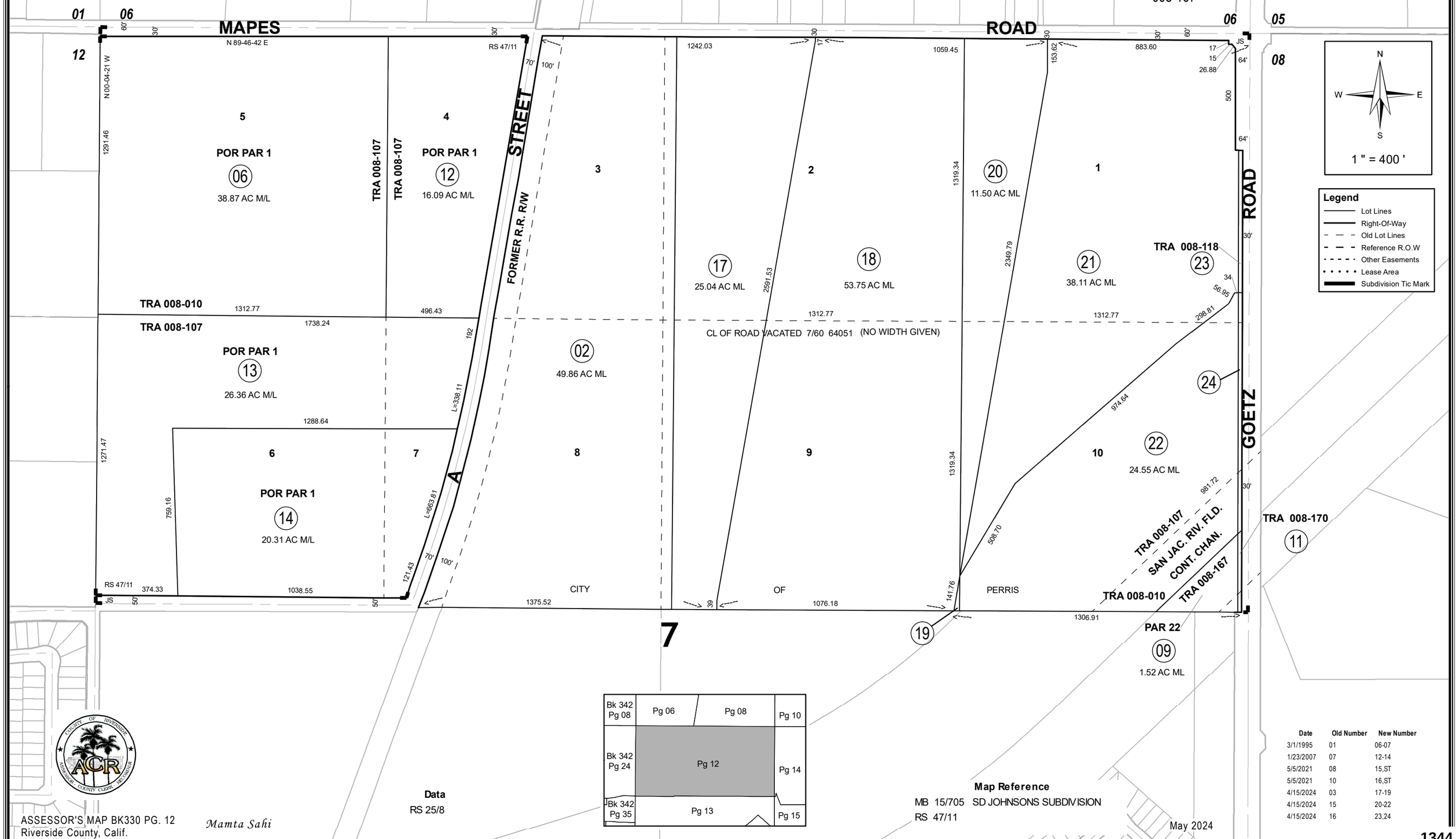
N 1/2 SEC. 7 T.5S, R.3W

CITY OF PERRIS

TRA 008-010
008-107
008-118
008-167

330-12

16-49



Date	Old Number	New Number
3/1/1995	01	06-07
1/23/2007	07	12-14
5/5/2021	08	15,ST
5/5/2021	10	16,ST
4/15/2024	03	17-19
4/15/2024	15	20-22
4/15/2024	16	23,24

Bk 342 Pg 08	Pg 06	Pg 08	Pg 10
Bk 342 Pg 24	Pg 12		Pg 14
Bk 342 Pg 35	Pg 13		Pg 15

Data
RS 25/8

Map Reference
MB 15/705 SD JOHNSONS SUBDIVISION
RS 47/11

May 2024

ASSESSOR'S MAP BK330 PG. 12
Riverside County, Calif.

Mamta Sahi

Addendum D

Comparable Data

Land Sales -

Land Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	Perris Logistics Center - South Site 2
Sub-Property Type:	Commercial, Industrial
Address:	Mapes St.
City/State/Zip:	Perris, CA 92571
County:	Riverside
Market Orientation:	Suburban
IRR Event ID:	3536685

Sale Information

Sale Price:	$115,000,000
Effective Sale Price:	$115,000,000
Sale Date:	09/25/2025
Sale Status:	Closed
$/SF GBA:	$112.95
$/SF NRA:	$112.95
$/Acre(Gross):	$1,762,452
$/Land SF(Gross):	$40.46
$/Acre(Usable):	$1,762,452
$/Land SF(Usable):	$40.46
Grantor/Seller:	DSV Real Estate Los Angeles, LLC
Grantee/Buyer:	Silver Hollow LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2025-0294233
Subsidized/Restricted:	No
Verification Type:	Secondary Verification

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	330-120-018 & 020
GBA-SF:	1,018,178
NRA-SF:	1,018,178
Acres(Usable/Gross):	65.25/65.25
Land-SF(Usable/Gross):	2,842,290/2,842,290
Usable/Gross Ratio:	1.00
Year Built:	2025
Property Class:	A
M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	New
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
Percent Office:	1%
Total Parking Spaces:	349
Park. Ratio 1000 SF GLA:	0.34
Park. Ratio 1000 SF GBA:	0.34
Fire Sprinkler Type:	Yes
Air-Conditioning Type:	Roof Central Mounted
Roof,Heating,AC Comm.:	Built-Up Composition
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Type:	2 way, 2 lanes each way
Visibility Rating:	Good
Bldg. to Land Ratio FAR:	0.36
Land to Building Ratio:	2.79
Zoning Code:	GI
Zoning Desc.:	General Industrial
Flood Plain:	Yes

Improvement and Site Data (Cont'd)

Flood Zone Designation:	AE
Comm. Panel No.:	06065C1440H
Date:	08/18/2014
Source of Land Info.:	Public Records

Comments

Property sold with entitlements in place for a 1,396,020 SF distribution facility.

Land Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	Perris Logistics Center - South Site 2
Sub-Property Type:	Commercial, Industrial
Address:	Mapes St.
City/State/Zip:	Perris, CA 92571
County:	Riverside
Market Orientation:	Suburban
IRR Event ID:	3346658

Sale Information

Sale Price:	$106,982,000
Effective Sale Price:	$106,982,000
Sale Date:	04/16/2024
Sale Status:	Closed
$/SF GBA:	$105.07
$/SF NRA:	$105.07
$/Acre(Gross):	$1,639,571
$/Land SF(Gross):	$37.64
$/Acre(Usable):	$1,639,571
$/Land SF(Usable):	$37.64
Grantor/Seller:	IDIL Perris Fulfillment Center, LP
Grantee/Buyer:	DSV Real Estate Los Angeles, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2024-0110572
Subsidized/Restricted:	No
Verified By:	Laura Diaz, MAI
Verification Date:	04/01/2025
Verification Type:	Confirmed-Seller

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	330-120-018 & 020
GBA-SF:	1,018,178
NRA-SF:	1,018,178
Acres(Usable/Gross):	65.25/65.25
Land-SF(Usable/Gross):	2,842,290/2,842,290
Usable/Gross Ratio:	1.00
Year Built:	2025
Property Class:	A
M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	New
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
Percent Office:	1%
Total Parking Spaces:	349
Park. Ratio 1000 SF GLA:	0.34
Park. Ratio 1000 SF GBA:	0.34
Fire Sprinkler Type:	Yes
Air-Conditioning Type:	Roof Central Mounted
Roof,Heating,AC Comm.:	Built-Up Composition
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Type:	2 way, 2 lanes each way
Visibility Rating:	Good
Bldg. to Land Ratio FAR:	0.36

Improvement and Site Data (Cont'd)

Land to Building Ratio:	2.79
Zoning Code:	GI
Zoning Desc.:	General Industrial
Flood Plain:	Yes
Flood Zone Designation:	AE
Comm. Panel No.:	06065C1440H
Date:	08/18/2014
Source of Land Info.:	Public Records

Comments

Property sold with entitlements in place for a 1,396,020 SF distribution facility. As of April 2025, the buyer's plans are on-hold among current market conditions, and the buyer is evaluating whether to sell or retain the site.

Land Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Perris Logistics Center - South Site 1
Sub-Property Type:	Commercial, Industrial
Address:	Mapes St.
City/State/Zip:	Perris, CA 92571
County:	Riverside
Market Orientation:	Suburban
IRR Event ID:	3346654

Sale Information

Sale Price:	$98,874,000
Effective Sale Price:	$98,874,000
Sale Date:	04/10/2024
Sale Status:	Closed
$/SF GBA:	$97.11
$/SF NRA:	$97.11
$/Acre(Gross):	$1,320,080
$/Land SF(Gross):	$30.30
$/Acre(Usable):	$1,320,080
$/Land SF(Usable):	$30.30
Grantor/Seller:	IDIL Perris Fulfillment Center, LP
Grantee/Buyer:	Anatolia Perris, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2024-0104484
Subsidized/Restricted:	No
Verified By:	Laura Diaz, MAI
Verification Date:	04/01/2025
Verification Type:	Confirmed-Seller

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	330-120-002 & 017
GBA-SF:	1,018,178
NRA-SF:	1,018,178
Acres(Usable/Gross):	74.90/74.90
Land-SF(Usable/Gross):	3,262,644/3,262,644
Usable/Gross Ratio:	1.00
Year Built:	2025
Property Class:	A
M&S Class:	C
Construction Quality:	Average
Improvements Cond.:	New
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
Percent Office:	1%
Total Parking Spaces:	349
Park. Ratio 1000 SF GLA:	0.34
Park. Ratio 1000 SF GBA:	0.34
Fire Sprinkler Type:	Yes
Air-Conditioning Type:	Roof Central Mounted
Roof,Heating,AC Comm.:	Built-Up Composition
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Type:	2 way, 2 lanes each way
Visibility Rating:	Good
Bldg. to Land Ratio FAR:	0.31

Improvement and Site Data (Cont'd)

Land to Building Ratio:	3.20
Zoning Code:	GI
Zoning Desc.:	General Industrial
Flood Plain:	Yes
Flood Zone Designation:	AE
Comm. Panel No.:	06065C1440H
Date:	08/18/2014
Source of Land Info.:	Public Records

Comments

Sale of vacant industrial land entitled by the seller for development of a 1,385,090 SF distribution facility. The buyer's plans are on-hold among current market conditions; estimated timing for construction of future improvements is one to three years.

Land Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	Barton St
Sub-Property Type:	Commercial, Industrial
Address:	Barton St.
City/State/Zip:	Riverside, CA 92506
County:	Riverside
Market Orientation:	Industrial Park
IRR Event ID:	3346673

Sale Information

Sale Price:	$65,242,000
Effective Sale Price:	$65,242,000
Sale Date:	10/26/2023
Recording Date:	10/26/2023
Sale Status:	Closed
$/Acre(Gross):	$1,341,048
$/Land SF(Gross):	$30.79
$/Acre(Usable):	$1,883,973
$/Land SF(Usable):	$43.25
Grantor/Seller:	KB Sycamore Hills I, LLC
Grantee/Buyer:	RG Sycamore Riverside, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	0317431
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar, News Article

Improvement and Site Data

MSA:	Inland Empire, CA
Legal/Tax/Parcel ID:	263-060-022, 263-060-024, 263-060-026
Acres(Usable/Gross):	34.63/48.65
Land-SF(Usable/Gross):	1,508,483/2,119,194
Usable/Gross Ratio:	0.71
Shape:	Irregular
Zoning Code:	BMP
Zoning Desc.:	Business Park
Source of Land Info.:	Other

Comments

Sale of 48.65 acres of land just west of I-215 Freeway; approximately 35 acres of the site is usable, with the remaining acreage designated for conservation. The buyer is constructing two industrial buildings totaling 603,100 SF, which will be offered for sale or lease.

Land Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	SWC Lowell St & N. Locust Ave
Sub-Property Type:	Commercial, Industrial
Address:	Lowell St
City/State/Zip:	Rialto, CA 92335
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3236296

Land-SF(Usable/Gross):	1,738,480/1,738,480
Frontage Desc.:	584.000 feet on Lowell St.
Zoning Code:	I-GM
Zoning Desc.:	General Manufacturing
Source of Land Info.:	Other

Sale Information

Sale Price:	$72,000,000
Effective Sale Price:	$72,000,000
Sale Date:	08/31/2023
Recording Date:	08/31/2023
Sale Status:	Closed
$/Acre(Gross):	$1,804,059
$/Land SF(Gross):	$41.42
$/Acre(Usable):	$1,804,059
$/Land SF(Usable):	$41.42
Grantor/Seller:	BT Property LLC
Grantee/Buyer:	IV5 LOCUST GATEWAY LOGISTICS CENTER LLC
Property Rights:	Fee Simple
Financing:	Cash to seller
Recording No.:	214334
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Sale Analysis

Proposed Use Desc.:	Distribution, Industrial

Improvement and Site Data

MSA:	Inland Empire
Legal/Tax/Parcel ID:	Parcel Number: 0239-192-23
Acres(Gross):	39.91

Comments

The 39.91-acre industrial land at Lowell St., Fontana, CA, sold for $72 million on August 31, 2023, at $41.42 per square foot. Zoned I-GM, the property is vacant and intended for distribution and industrial development, with 584 feet of frontage on Lowell St. Owned by Brookfield Corporation, the site is located in the San Bernardino Submarket, approximately 15 miles from Ontario International Airport.

Land Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Scott Road Commerce Center
Sub-Property Type:	Commercial, Industrial
Address:	33380 Zeiders Rd.
City/State/Zip:	Menifee, CA 92584
County:	Riverside
Market Orientation:	Industrial Park
IRR Event ID:	3346674

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	384-150-009, 384-150-010, 384-150-011
Acres(Usable/Gross):	33.86/33.86
Land-SF(Usable/Gross):	1,474,942/1,474,941
Usable/Gross Ratio:	1.00
Frontage Desc.:	1279.000 feet on Zeiders Rd
Zoning Code:	I-P
Zoning Desc.:	Industrial Park
Source of Land Info.:	Other

Sale Information

Sale Price:	$60,841,341
Effective Sale Price:	$60,841,341
Sale Date:	02/24/2023
Recording Date:	02/24/2023
Sale Status:	Closed
$/Acre(Gross):	$1,796,850
$/Land SF(Gross):	$41.25
$/Acre(Usable):	$1,796,850
$/Land SF(Usable):	$41.25
Grantor/Seller:	Scott Road Partners, LLC
Grantee/Buyer:	Scott Road Property, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller - buyer obtained financing
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	0054236
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Comments

Sale of three contiguous parcels with frontage along I-215. The property will be developed into the "Gateway at Menifee" logistics campus, which will include three industrial buildings totaling 544,115 SF.

Sale Analysis

Proposed Use Desc.:	Industrial

Improvement and Site Data

Improved Sales

Industrial Sale Profile

Sale No. 1

Location & Property Identification

Property Name:	1001 Columbia Ave.
Sub-Property Type:	Special Purpose Industrial, Refrigerated/Cold Storage
Address:	1001 Columbia Ave.
City/State/Zip:	Riverside, CA 92501
County:	Riverside
Market Orientation:	Suburban
IRR Event ID:	3538438

Sale Information

Sale Price:	$223,000,000
Effective Sale Price:	$223,000,000
Sale Date:	01/30/2026
Sale Status:	Closed
$/SF GBA:	$439.84
$/SF NRA:	$439.84
Grantee/Buyer:	Walmart Inc.
Assets Sold:	Real estate only
Property Rights:	Fee Simple
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Verification Type:	Secondary Verification

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area
Legal/Tax/Parcel ID:	249-060-033
GBA-SF:	507,000
NRA-SF:	507,000
Acres(Usable/Gross):	25.33/25.33
Land-SF(Usable/Gross):	1,103,375/1,103,375
Usable/Gross Ratio:	1.00
Year Built:	2011
Property Class:	A
Construction Quality:	Excellent
Improvements Cond.:	Excellent
Exterior Walls:	Concrete Precast
No. of Buildings/Stories:	1/1
Ceiling Height Minimum:	42.00
Ceiling Height Maximum:	42.00
No. of Truck Doors:	97
Overhead/Grade/Bay:	1
Percent Office:	4%
Clear Height(Feet):	42.00
Bay/Column Dim.(Feet):	50 x 52
Mezzanine:	Yes
Total Parking Spaces:	157
Park. Ratio 1000 SF GLA:	0.31
No. Surface Spaces:	157
Park. Ratio 1000 SF GBA:	0.31
Fire Sprinkler Type:	Yes
Shape:	Rectangular
Topography:	Level
Corner Lot:	No
Frontage Feet:	914
Frontage Desc.:	Columbia Ave.
Bldg. to Land Ratio FAR:	0.46
Land to Building Ratio:	2.18
Zoning Code:	City of Riverside
Zoning Desc.:	BMP, Business Manufacturing Park (Hunter BPSP)
Bldg. Phy. Info. Source:	Other

Improvement and Site Data (Cont'd)

Source of Land Info.:	Public Records

Comments

Sale of a 2011-build industrial/cold storage facility, totaling 507,000 square feet. The property sold to Walmart, the sole occupant of the building at the time of sale. The building features 42' clear heights and a 4.4% office build-out ratio.

Industrial Sale Profile

Sale No. 2

Location & Property Identification

Property Name:	21600 Cactus Ave
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	21600 Cactus Ave.
City/State/Zip:	Riverside, CA 92518
County:	Riverside
Market Orientation:	Industrial Park
IRR Event ID:	3346401

Sale Information

Sale Price:	$257,050,000
Effective Sale Price:	$257,050,000
Sale Date:	03/21/2025
Recording Date:	03/21/2025
Sale Status:	Closed
$/SF GBA:	$289.00
$/SF NRA:	$289.00
Grantor/Seller:	Mp Core Investor, LLC
Grantee/Buyer:	Burlington Distribution Riverside, LLC
Property Rights:	Fee Simple
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	0084871
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar, News Article

Occupancy

Occupancy Type Before Sale:	Single Tenant
Occupancy Type After Sale:	Owner Occupied
Occupancy at Time of Sale:	100.00%

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	297-100-084
GBA-SF:	889,445
NRA-SF:	889,445
Acres(Usable/Gross):	52.44/52.44
Land-SF(Usable/Gross):	2,284,286/2,284,286
Usable/Gross Ratio:	1.00
Year Built:	2019
Property Class:	A
M&S Class:	C
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	40.00
No. of Truck Doors:	220
Total Parking Spaces:	589
Park. Ratio 1000 SF GLA:	0.66
Park. Ratio 1000 SF GBA:	0.66
Bldg. to Land Ratio FAR:	0.39
Land to Building Ratio:	2.57
Zoning Desc.:	I
Source of Land Info.:	Other

Comments

Sale of distribution center to tenant, Burlington Distribution. The improvements have 220 dock-high doors and 40 ft clear ceiling heights.

Industrial Sale Profile

Sale No. 3

Location & Property Identification

Property Name:	Sierra Business Center
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	16604 Slover Ave
City/State/Zip:	Fontana, CA 92337
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3297024

Number of Tenants at T.O.S.: 1

Sale Information

Sale Price:	$240,637,500
Effective Sale Price:	$240,637,500
Sale Date:	09/19/2024
Recording Date:	09/19/2024
Sale Status:	Closed
$/SF GBA:	$348.26
$/SF NRA:	$348.26
Grantor/Seller:	Sierra Avenue Industrial Llc
Grantee/Buyer:	Sierra Business Center ILP, LLC
Property Rights:	Leased Fee
Financing:	Cash to seller
Recording No.:	223662
Verified By:	Sean Morrow, MAI
Verification Date:	11/14/2024
Verification Type:	Confirmed-Buyer Broker
Secondary Verific. Source:	CoStar

Operating Data and Key Indicators

Cap Rate - Reported:	5.00%

Occupancy

Occupancy Type Before Sale:	Single Tenant
Occupancy Type After Sale:	Single Tenant
Occupancy at Time of Sale:	100.00%

Improvement and Site Data

MSA:	Inland Empire
Legal/Tax/Parcel ID:	Parcel Numbers: 0251-172-04, 0251-181-38
GBA-SF:	690,967
NRA-SF:	690,967
Acres(Gross):	32.30
Land-SF(Gross):	1,406,988
Year Built:	2024
Property Class:	A
Construction Desc.:	Concrete
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	40.00
Ceiling Height Maximum:	40.00
No. of Truck Doors:	92
Overhead/Grade/Bay:	4
Percent Office:	1%
Clear Height(Feet):	40.00
Park. Ratio 1000 SF GLA:	4.00
Park. Ratio 1000 SF GBA:	4.00
Fire Sprinkler Type:	ESFR
Bldg. to Land Ratio FAR:	0.49
Land to Building Ratio:	2.04
Zoning Desc.:	M1
Source of Land Info.:	Other

Comments

Newly-constructed single tenant industrial building. The property is located approximately 0.5 miles from freeway access and has 1.4 doors per 10,000 SF. The building is cross-docked, with one truck court approximately 250 feet deep and the second approximately 180 feet deep.

Industrial Sale Profile

Sale No. 4

Location & Property Identification

Property Name:	4450 E. Lowell St & 3351 E. Philadelphia St
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	4450 E. Lowell St & 3351 E. Philadelphia St
City/State/Zip:	Ontario, CA 91761-2220
County:	San Bernardino
Market Orientation:	Suburban
IRR Event ID:	3238247

Sale Information

Sale Price:	$142,250,000
Effective Sale Price:	$142,250,000
Sale Date:	05/03/2024
Recording Date:	05/03/2024
Sale Status:	Closed
$/SF GBA:	$274.02
$/SF NRA:	$274.02
Property Rights:	Leased Fee
Financing:	Cash to seller - buyer obtained financing
Recording No.:	103970
Verified By:	Sean Morrow, MAI
Verification Date:	05/28/2024
Verification Type:	Confirmed-Seller Broker
Secondary Verific. Source:	CoStar

Operating Data and Key Indicators

Cap Rate - Reported:	5.42%

Occupancy

Occupancy Type Before Sale:	Multi-Tenant
Occupancy Type After Sale:	Multi-Tenant
Occupancy at Time of Sale:	100.00%

Improvement and Site Data

MSA:	Inland Empire
Legal/Tax/Parcel ID:	Parcel Numbers: 0238-201-33, 0211-275-38
GBA-SF:	519,116
NRA-SF:	519,116
Acres(Gross):	24.67
Land-SF(Gross):	1,074,625
Year Built:	1996/1998
Property Class:	B
Improvements Cond.:	Good
Construction Desc.:	Reinforced Concrete
No. of Buildings/Stories:	2/1
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	30.00
Ceiling Height Maximum:	30.00
No. of Truck Doors:	89
Overhead/Grade/Bay:	3
Percent Office:	2%
Clear Height(Feet):	30.00
Total Parking Spaces:	320
Park. Ratio 1000 SF GLA:	0.62
Park. Ratio 1000 SF GBA:	0.62
Fire Sprinkler Type:	Wet
Frontage Desc.:	934.000 feet on Lowell

Improvement and Site Data (Cont'd)

Bldg. to Land Ratio FAR:	0.48
Land to Building Ratio:	2.07
Zoning Desc.:	SP
Source of Land Info.:	Other

Comments

Sale of two non-contiguous properties that sold as a single transaction. The buildings are similar in quality, age and condition. They are located 0.4 to 0.5 miles from freeway access and have a combined total of 1.7 doors per 10,000 SF. Both truck have truck courts that are approximately 160 feet deep. Brokers believed rents to be approximately 15% below market with weighted average lease term of 2.9 years.

Industrial Sale Profile

Sale No. 5

Location & Property Identification

Property Name:	13423-13473 Santa Ana Ave.
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	13423 Santa Ana Ave.
City/State/Zip:	Fontana, CA 92337
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3238268

Sale Information

Sale Price:	$197,000,000
Effective Sale Price:	$197,000,000
Sale Date:	04/02/2024
Recording Date:	04/02/2024
Sale Status:	Closed
$/SF GBA:	$240.54
$/SF NRA:	$240.54
Grantor/Seller:	Hancock REIT Commerce Way LLC
Grantee/Buyer:	Exeter 13423-13473 Santa Ana (2024), LLC
Property Rights:	Leased Fee
Financing:	Cash to seller
Recording No.:	073228
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Occupancy

Occupancy Type Before Sale:	Multi-Tenant
Occupancy Type After Sale:	Multi-Tenant
Occupancy at Time of Sale:	70.00%

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA Metropolitan Statistical Area
Legal/Tax/Parcel ID:	0238-111-47
GBA-SF:	819,004
NRA-SF:	819,004
Acres(Usable/Gross):	35.82/35.82
Land-SF(Usable/Gross):	1,560,319/1,560,319
Usable/Gross Ratio:	1.00
Year Built:	2000
Property Class:	B
M&S Class:	B
Construction Quality:	Average
Improvements Cond.:	Average
Exterior Walls:	Concrete Precast
Construction Desc.:	Concrete tilt-up
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	Yes/No
Ceiling Height Minimum:	30.00
No. of Truck Doors:	130
Overhead/Grade/Bay:	4
Percent Office:	1%
Clear Height(Feet):	30.00
Total Parking Spaces:	350
Park. Ratio 1000 SF GLA:	0.43
Park. Ratio 1000 SF GBA:	0.43
Fire Sprinkler Type:	Yes
Shape:	Rectangular
Topography:	Level
Bldg. to Land Ratio FAR:	0.52
Land to Building Ratio:	1.91

Improvement and Site Data (Cont'd)

Zoning Code:	M-2
Zoning Desc.:	General Industrial
Bldg. Phy. Info. Source:	Broker
Source of Land Info.:	Other

Comments

Property is located approximately 1.4 miles from freeway access and has 1.6 doors per 10,000 SF. The truck court is approximately 200 feet. It was reportedly 70% occupied at sale.

Industrial Sale Profile

Sale No. 6

Location & Property Identification

Property Name:	Home Depot Distribution Center
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	400 Ellis Ave.
City/State/Zip:	Perris, CA 92570
County:	Riverside
Market Orientation:	Industrial Park
IRR Event ID:	3346417

Sale Information

Sale Price:	$183,866,500
Effective Sale Price:	$183,866,500
Sale Date:	12/14/2023
Sale Status:	Closed
$/SF GBA:	$229.97
$/SF NRA:	$229.97
Grantor/Seller:	IDIL Perris North 3, LP
Grantee/Buyer:	Recline Borrower, LLC
Property Rights:	Leased Fee
% of Interest Conveyed:	100.00
Financing:	Cash to seller
Conditions of Sale:	Arm's-length
Document Type:	Deed
Recording No.:	2023-0371159
Verified By:	Laura Diaz, MAI
Verification Date:	04/01/2025
Verification Type:	Confirmed-Seller

Operating Data and Key Indicators

Cap Rate - Reported:	5.11%

Occupancy

Occupancy Type After Sale:	Single Tenant
Occupancy at Time of Sale:	100.00%
Lease Type:	Triple Net

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	310-170-016
GBA-SF:	799,522
NRA-SF:	799,522
Acres(Usable/Gross):	55.10/55.10
Land-SF(Usable/Gross):	2,399,982/2,399,982
Usable/Gross Ratio:	1.00
Year Built:	2023
Property Class:	A
M&S Class:	C
Exterior Walls:	Concrete Precast
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
No. of Truck Doors:	27
Overhead/Grade/Bay:	7
Percent Office:	1%
Clear Height(Feet):	40.00
Air-Conditioning Type:	Roof Central Mounted
Bldg. to Land Ratio FAR:	0.33
Land to Building Ratio:	3.00
Zoning Code:	LI
Zoning Desc.:	Light Industrial
Flood Plain:	Yes

Improvement and Site Data (Cont'd)

Source of Land Info.: Public Records

Comments

Property was 100% leased to Home Depot on a 20-year term at the time of sale. The property includes a rail spur that runs through the property. Reportedly, the rental rate of approximately $1.00 psf/month, NNN, was based on a 4.75% yield on cost.

Industrial Sale Profile

Sale No. 7

Location & Property Identification

Property Name:	Sierra Business Park - Bldg 5
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	10545 Production Ave
City/State/Zip:	Fontana, CA 92337
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3032007

Sale Information

Sale Price:	$365,000,000
Effective Sale Price:	$365,000,000
Sale Date:	01/30/2023
Recording Date:	01/30/2023
Sale Status:	Closed
$/SF GBA:	$331.26
$/SF NRA:	$331.26
Grantee/Buyer:	Rexford Industrial 10545 Production Llc
Terms of Sale Comments:	Sale Leaseback
Recording No.:	020837
Verification Type:	Secondary Verification
Secondary Verific. Source:	CoStar

Occupancy

Occupancy Type Before Sale:	Single Tenant
Number of Tenants at T.O.S.:	1

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	0255-061-28
GBA-SF:	1,101,840
NRA-SF:	1,101,840
Acres(Usable/Gross):	45.90/45.90
Land-SF(Usable/Gross):	1,999,404/1,999,404
Usable/Gross Ratio:	1.00
Year Built:	2006
Property Class:	A
Improvements Cond.:	Excellent
Construction Desc.:	Reinforced Concrete
Multi-Tenant/Condo.:	No/No
Ceiling Height Minimum:	32.00
Ceiling Height Maximum:	32.00
Overhead/Grade/Bay:	4
Truck Door Comments:	220 Loading Docks
Percent Office:	10%
Total Parking Spaces:	640
Park. Ratio 1000 SF GLA:	0.58
Park. Ratio 1000 SF GBA:	0.58
Fire Sprinkler Type:	ESFR
Bldg. to Land Ratio FAR:	0.55
Land to Building Ratio:	1.81
Zoning Desc.:	M-1
Source of Land Info.:	Other

Comments

On January 30th, 2023 10545 Production Ave Fontana, CA 92337 sold for $365MM or $331.26 SF.

This property sold as a single tenant, sale leaseback transaction, & consisted of 1,101,840 SF in a single building.

Comments (Cont'd)

Rexford Industrial reported an initial unlevered yield on total investment at 5%. CoStar is utilizing the unlevered yield as the first year pro forma for a rate of 5% due to this property being a single tenant, sale leaseback transaction.

The details of this transaction have been verified by sources deemed reliable.

Features 220 dock high doors.

Lease Comparables

Industrial Lease Profile

Lease No. 1

Location & Property Identification

Property Name:	Sierra Business Park - Bldg 5
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	10545 Production Ave
City/State/Zip:	Fontana, CA 92337
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3345929

Space Information

Space Type:	Industrial
Full Building Lease:	Yes
Leased Area:	1,101,840
% Office (leased space):	10%

Lease Information

Lease Status:	Signed Lease
Lessee:	Tireco, Inc.
Start/Available Date:	02/01/2025
Term of Lease:	24 months
Lease Measure:	$/SF/Mo
Face Rental Rate:	$1.46
Effective Rental Rate:	$1.37
Escalation Type:	Fixed Percentage
Escalation Desc.:	4% annually
TI Type:	Renewal Tenant
Free Rent (Months):	2.00
Verification Source:	CBRE
Transaction Reliability:	Verified

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	0255-061-28
GBA-SF:	1,101,840
NRA-SF:	1,101,840
Acres(Usable/Gross):	45.90/45.90
Land-SF(Usable/Gross):	1,999,404/1,999,404
Usable/Gross Ratio:	1.00
Year Built:	2006
Property Class:	A
Improvements Cond.:	Excellent
Construction Desc.:	Reinforced Concrete
Multi-Tenant/Condo.:	No/No
Overhead/Grade/Bay:	4.00
Truck Door Comments:	220 Loading Docks
Percent Office:	10.00
Total Parking Spaces:	640
Park. Ratio 1000 SF GLA:	0.58
Park. Ratio 1000 SF GBA:	0.58
Fire Sprinkler Type:	ESFR
Bldg. to Land Ratio FAR:	0.55
Land to Building Ratio:	1.81
Zoning Desc.:	M-1
Source of Land Info.:	Other

Comments

Features 220 dock high doors.

Two-year lease renewal of a warehouse/distribution facility; tenant received two months of free rent and no TI allowance. The space has clear ceiling heights of 32 feet, 220 dock-high doors, and 4 grade-level doors.

Industrial Lease Profile

Lease No. 2

Location & Property Identification

Property Name:	Perris Distribution Center
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	3722 N. Redlands Ave.
City/State/Zip:	Perris, CA 92571
County:	Riverside
Market Orientation:	Suburban
IRR Event ID:	3346090

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	1,686,590

Lease Information

Lease Status:	Signed Lease
Lessee:	Whirlpool
Start/Available Date:	01/01/2025
Expiration Date:	01/31/2032
Term of Lease:	85 months
Lease Measure:	$/SF/Mo
Face Rental Rate:	$1.08
Effective Rental Rate:	$1.21
Escalation Type:	Fixed Percentage
Escalation Desc.:	4% annually
TI Allowance ($/SF):	$1.50
TI Type:	Renewal Tenant
Free Rent (Months):	1.00
Transaction Reliability:	Verified

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	303-110-001
GBA-SF:	1,686,590
NRA-SF:	1,686,590
Acres(Usable/Gross):	83.52/83.52
Land-SF(Usable/Gross):	3,638,131/3,638,131
Usable/Gross Ratio:	1.00
Year Built:	2006
Property Class:	A
M&S Class:	C
Exterior Walls:	Concrete Precast
No. of Buildings/Stories:	1/1
Multi-Tenant/Condo.:	No/No
No. of Truck Doors:	277.00
Overhead/Grade/Bay:	4.00
Percent Office:	1.20
Clear Height(Feet):	30.00
Bay/Column Dim.(Feet):	52' x 62'
Power Desc:	2,000 - 6,000a/277 - 480v
Total Parking Spaces:	202
Park. Ratio 1000 SF GLA:	0.12
Park. Ratio 1000 SF GBA:	0.12
Shape:	Rectangular
Bldg. to Land Ratio FAR:	0.46
Land to Building Ratio:	2.16
Zoning Code:	LI
Zoning Desc.:	Light Industrial
Source of Land Info.:	Other

Comments

Lease renewal to Whirlpool. The tenant received one month of free rent and a $1.50 psf TI allowance. The space includes 277 dock-high doors, 4 grade-level doors, and

Comments (Cont'd)

1.2% office space. Clear ceiling heights are 30 feet.

Industrial Lease Profile

Lease No. 3

Location & Property Identification

Property Name:	3412 Manitou Ct
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	3412 Manitou Ct.
City/State/Zip:	Jurupa Valley, CA 91752
County:	Riverside
Market Orientation:	Industrial Park
IRR Event ID:	3333096

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	560,025
% Office (leased space):	1%
Ceiling Height (ft):	40.00

Lease Information

Lease Status:	Signed Lease
Lessee:	White Horse Logistics
Start/Available Date:	07/01/2025
Term of Lease:	127 months
Lease Measure:	$/SF/Yr
Face Rental Rate:	$15.48
Effective Rental Rate:	$15.48
Escalation Type:	Fixed Percentage
Escalation Desc.:	3.5%
TI Allowance ($/SF):	$4.01
Free Rent (Months):	7.00
Verified by:	Sean Morrow, MAI
Verification Date:	02/28/2025
Verification Source:	CBRE
Transaction Reliability:	Confirmed

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

Legal/Tax/Parcel ID:	156-150-073
GBA-SF:	560,025
NRA-SF:	560,025
Acres(Gross):	26.00
Land-SF(Gross):	1,132,560
Year Built:	2024
Property Class:	A
Construction Desc.:	Concrete tilt-up
Ceiling Height:	40.00
No. of Truck Doors:	79.00
Overhead/Grade/Bay:	4.00
Clear Height(Feet):	40.00
Bldg. to Land Ratio FAR:	0.49
Land to Building Ratio:	2.02
Source of Land Info.:	Other

Comments

Building has 79 dock-high doors and four grade-level doors.

Industrial Lease Profile

Lease No. 4

Location & Property Identification

Property Name:	Building A
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	12300 Riverside Dr
City/State/Zip:	Eastvale, CA 91752-1006
County:	Riverside
IRR Event ID:	3333099

Legal/Tax/Parcel ID:	Por NW4 sec 7 TS2 R6W SBB&M Parcel Number(s): 156-040-064, 156-040-064
GBA-SF:	557,500
NRA-SF:	557,500
Acres(Gross):	26.77
Land-SF(Gross):	1,166,101
Year Built:	1998
Property Class:	A
Construction Desc.:	Masonry
Truck Door Comments:	109 Loading Docks
Total Parking Spaces:	418
Park. Ratio 1000 SF GLA:	0.75
Park. Ratio 1000 SF GBA:	0.75
Fire Sprinkler Type:	ESFR
Frontage Desc.:	800.000 feet on Riverside
Bldg. to Land Ratio FAR:	0.48
Land to Building Ratio:	2.09
Zoning Desc.:	I-P
Source of Land Info.:	Other

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	557,500
% Office (leased space):	2%

Lease Information

Lease Status:	Signed Lease
Lessee:	LC Logistics Services
Start/Available Date:	04/01/2025
Term of Lease:	91 months
Lease Measure:	$/SF/Yr
Face Rental Rate:	$13.50
Effective Rental Rate:	$13.50
Escalation Type:	Fixed Percentage
Escalation Desc.:	3.75%
TI Allowance ($/SF):	$1.00
Free Rent (Months):	6.00
Verified by:	Sean Morrow, MAI
Verification Date:	02/28/2025
Verification Source:	CBRE
Transaction Reliability:	Confirmed

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Inland Empire

Comments

Part of the 107-acre master planned Park Mira Loma West Industrial Park this distribution facility is located minutes from the Ontario International Airport and offers excellent freeway visibility and access to I-10, I-15, and 60 freeways. Corporate neighbors include Syratech, UPS, Toyota, Baxter, Honda, Home Deport, Costco, Michelin, BMW, and Toyo Tire. Amenities include 130' truck court, offices to suit, power to suit, and loading dock dimensions

Comments (Cont'd)

of (9) 8'6" x 10'. Building is expandable to 900,000 square feet. Approximate travel times: Downtown Los Angeles: 45 minutes, Orange County Airport: 45 minutes, Ontario International Airport: 5 minutes, Port of L.A. and Long Beach: 45 minutes.

Building has 109 dock-high doors and four grade-level doors.

Industrial Lease Profile

Lease No. 5

Location & Property Identification

Property Name:	Ontario Mills Distribution Center
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	5125 Ontario Mills Pky
City/State/Zip:	Ontario, CA 91764
County:	San Bernardino
Market Orientation:	Industrial Park
IRR Event ID:	3333101

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	520,161
% Office (leased space):	1%
Ceiling Height (ft):	32.00

Lease Information

Lease Status:	Signed Lease
Lessee:	Owens & Minor
Start/Available Date:	01/01/2025
Term of Lease:	60 months
Lease Measure:	$/SF/Yr
Face Rental Rate:	$16.80
Effective Rental Rate:	$16.80
Escalation Type:	Fixed Percentage
Escalation Desc.:	3.75%
TI Allowance ($/SF):	$4.00
Verified by:	Sean Morrow, MAI
Verification Date:	02/28/2025
Verification Source:	CBRE
Transaction Reliability:	Confirmed

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Inland Empire
Legal/Tax/Parcel ID:	Parcel Number: 0238-021-02
GBA-SF:	520,161
NRA-SF:	520,161
Acres(Gross):	24.80
Land-SF(Gross):	1,080,288
Year Built:	2013
Property Class:	A
Improvements Cond.:	Excellent
Construction Desc.:	Reinforced Concrete
Multi-Tenant/Condo.:	No/No
Ceiling Height:	32.00
No. of Truck Doors:	106.00
Overhead/Grade/Bay:	4.00
Percent Office:	0.80
Clear Height(Feet):	32.00
Total Parking Spaces:	389
Park. Ratio 1000 SF GLA:	0.75
Park. Ratio 1000 SF GBA:	0.75
Fire Sprinkler Type:	ESFR
Bldg. to Land Ratio FAR:	0.48
Land to Building Ratio:	2.08
Zoning Desc.:	C
Source of Land Info.:	Other

Comments

Building is located 0.9 miles from access to I-10, and also has good access to I-15. The building is LEED-certified. There are 2.1 doors per 10,000 SF. The building has approximately 190 foot truck courts. Tenant was given

Comments (Cont'd)

$4.00 per square foot for tenant improvements, with no free rent on a 60 month term. Escalations are 3.75% annually.

Industrial Lease Profile

Lease No. 6

Location & Property Identification

Property Name:	Bldg 2
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	3510 E. Francis Ave
City/State/Zip:	Ontario, CA 91761-2927
County:	San Bernardino
IRR Event ID:	3333094

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	562,089
% Office (leased space):	2%

Lease Information

Lease Status:	Signed Lease
Lessee:	Gigacloud Technology
Start/Available Date:	07/01/2024
Term of Lease:	68 months
Lease Measure:	$/SF/Yr
Face Rental Rate:	$13.20
Effective Rental Rate:	$13.20
Escalation Type:	Fixed Percentage
Escalation Desc.:	4%
TI Allowance ($/SF):	$3.00
Free Rent (Months):	8.00
Verified by:	Sean Morrow, MAI
Verification Date:	02/28/2025
Verification Source:	CBRE
Transaction Reliability:	Confirmed

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Inland Empire
Legal/Tax/Parcel ID:	Parcel Number(s): 0211-281-57, 0211-281-57
GBA-SF:	562,089
NRA-SF:	562,089
Acres(Gross):	26.49
Land-SF(Gross):	1,153,854
Year Built:	2008
Property Class:	A
Improvements Cond.:	Good
Construction Desc.:	Reinforced Concrete
Truck Door Comments:	96 Loading Docks
Percent Office:	0.39
Total Parking Spaces:	417
Park. Ratio 1000 SF GLA:	0.74
Park. Ratio 1000 SF GBA:	0.74
Fire Sprinkler Type:	ESFR
Bldg. to Land Ratio FAR:	0.49
Land to Building Ratio:	2.05
Zoning Desc.:	C2
Source of Land Info.:	Other

Comments

ProLogis Park Ontario Airport consists of 6 freestanding buildings totaling 2 million SF. With access to the I-10, I-15, and SR 60. Located near the Ontario International Airport, restaurants, and retail nearby at the Ontario Mills and Victoria Gardens. Convenient access to world ports of Los Angeles and Long Beach. All of the buildings have secured yards.

Includes 2.5% skylights & 24 trailer stalls.

Comments (Cont'd)

Suite has 96 dock-high doors and four grade-level doors.

Industrial Lease Profile

Lease No. 7

Location & Property Identification

Property Name:	13277 San Bernardino Ave.
Sub-Property Type:	Warehouse, Distribution Warehouse
Address:	13277 San Bernardino Ave.
City/State/Zip:	Fontana, CA 92335
County:	San Bernardino
Market Orientation:	Rural
IRR Event ID:	3333068

Space Information

Space Type:	Warehouse
Full Building Lease:	Yes
Leased Area:	577,905
% Office (leased space):	1%

Lease Information

Lease Status:	Signed Lease
Lessee:	Western Post
Start/Available Date:	07/01/2024
Term of Lease:	126 months
Lease Measure:	$/SF/Yr
Face Rental Rate:	$13.20
Effective Rental Rate:	$13.20
Escalation Type:	Fixed Percentage
Escalation Desc.:	4%
Free Rent (Months):	6.00
Verified by:	Sean Morrow, MAI
Verification Date:	07/01/2024
Verification Source:	CBRE
Transaction Reliability:	Confirmed

Lease Expense Information

Reimbursement Method:	Triple Net

Improvement and Site Data

MSA:	Riverside-San Bernardino-Ontario, CA
Legal/Tax/Parcel ID:	0238-031-27
GBA-SF:	577,905
NRA-SF:	577,905
Acres(Usable/Gross):	26.20/26.20
Land-SF(Usable/Gross):	1,141,272/1,141,272
Usable/Gross Ratio:	1.00
Year Built:	2002
Property Class:	B
No. of Buildings/Stories:	1/1
No. of Truck Doors:	96.00
Clear Height(Feet):	30.00
Total Parking Spaces:	179
Park. Ratio 1000 SF GLA:	0.31
Park. Ratio 1000 SF GBA:	0.31
Topography:	Level
Bldg. to Land Ratio FAR:	0.51
Land to Building Ratio:	1.97
Zoning Code:	KC/SP
Utilities:	Electricity, Water Public, Sewer, Gas, Telephone
Bldg. Phy. Info. Source:	Public Records
Source of Land Info.:	Public Records

Comments

Building has 85 dock-high doors and four grade-level doors.