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, April 28, 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.

THE CITY COUNCIL MEETING IS ALSO AVAILABLE FOR VIEWING AT THE FOLLOWING:

https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings
www.youtube.com/channel/UC24S1shebxkJFv3BnxdkPpg
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For further information on an agenda item, please contact the City at 101 N North "D" Street, or call (951)943-6100

CLOSED SESSION: 5:30 P.M.

ROLL CALL:

Nava, Corona, Rabb, Vallejo, Vargas

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

B. Conference with Legal Counsel - Potential Litigation - Government Code Section 54956.9 (d)(4) – 2 cases

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

2. ROLL CALL:

Nava, Corona, Rabb, Vallejo, Vargas

3. INVOCATION:

Pastor Gregory McNair
God's Harvest Community Church
21400 Johnson Street, Perris, CA

4. PLEDGE OF ALLEGIANCE:

Councilmember Nava will lead the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

6. PRESENTATIONS/ANNOUNCEMENTS:

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

A. Recognition of the Spring 2026 City of Perris Citizen's Academy participants.

B. Presentation of a proclamation in recognition of Building and Safety month.

C. Presentation of a proclamation in recognition of Municipal Clerk's week.

D. City of Perris Employee of the Quarter Recognition for First Quarter of 2026.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

9. APPROVAL OF MINUTES:

A. Consideration to approve the minutes of the Regular Joint Meeting held on April 14, 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.***

A. Consideration to approve Extension of Time 26-00002-An Extension of Time request for Tentative Tract Map 22-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 to facilitate an age restricted (55 years and older) residential development of 185 single family detached residential lots on 41.70 acres located at the northeast corner of Mountain Avenue and McPherson Road in a Planned Development Overlay (PDO) R-6,000 Zone. (Applicant: Ronald Freeman)

B. Consideration to adopt the Second Reading of Proposed Ordinance Number 1474 approving the updated Transportation Uniform Mitigation Fee (TUMF) ordinance to include an annual Construction Cost Index (CCI) adjustment on all new development impact fees.

   The Second Reading of Proposed Ordinance Number 1474 is entitled:

   AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

C. Consideration to approve a Professional Services Agreement with Accela, Inc. to add a concurrent review of plan option to the City's permitting software program with a two-year subscription term until April 28, 2028 that allows for simultaneous review of plans to improve collaboration and streamline the review and permitting process in the amount of $109,979.45.

D. Consideration to adopt Proposed Resolution Number (next in order) approving the Project List for Fiscal Year 2026-27 utilizing Road Maintenance and Rehabilitation Account (RMRA) Funds created by Senate Bill 1 (SB 1).
The Proposed Resolution Numbers (next in order) are entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

E. Consideration to approve TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164, in the amount of $2,000,000.00 between the City of Perris and Western Riverside Council of Governments (WRCOG) for Perris Boulevard Widening Phase 2, between 4th Street and Case Road (CIP S120).

F. Consideration to approve the excused absence of Councilmember David Rabb from the June 9, 2026 Regular City Council meeting.

11. PUBLIC HEARINGS:

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

A. Consideration to adopt Proposed Resolution Number (next in order) approving Specific Plan Amendment 25-00006 *(Continued from the April 14, 2026 City Council Meeting)* – A Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. (Applicant: City of Perris)

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AN ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING

THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDING RELATED THERETO

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

B. Consideration to introduce the First Reading of Ordinance Number (next in order) and Proposed Resolution Number (next in order) related to Specific Plan Amendment 26-00001 and Zoning Code Text Amendment 26-00001-A proposal to amend the city-wide Zoning Code, Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP) and the Green Valley Specific Plan (GVSP) to establish a Minor Conditional Use Permit (MCUP) process for lower-impact uses. (Applicant: City of Perris)

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND AMENDING CHAPTERS 19.08 (DEFINITIONS), 19.36 (CN ZONES), 19.38 (CC ZONE), 19.44 (INDUSTRIAL ZONES), 19.54 (AUTHORITY AND REVIEW PROCEDURES), 19.61 (CONDITIONAL USE PERMITS) AND 19.65 (ALCOHOLIC BEVERAGE SALES AND REGULATIONS) OF THE PERRIS MUNICIPAL CODE TO ESTABLISH A REGULATORY FRAMEWORK FOR THE MINOR CONDITIONAL USE PERMIT (MCUP) PROCESS AND TO IDENTIFY CERTAIN LAND USES THAT WILL BE SUBJECT TO THE MCUP PROCESS; AND MAKING FINDINGS RELATED THERETO

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 26-00001 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP), DOWNTOWN PERRIS SPECIFIC PLAN (DPSP), AND THE GREEN VALLEY SPECIFIC PLAN (GVSP) TO ESTABLISH A FRAMEWORK FOR THE MINOR CONDITIONAL USE PERMIT (MCUP) PROCESS AND TO IDENTIFY LAND USES THAT WILL BE SUBJECT TO THE MCUP PROCESS, AND MAKING FINDINGS RELATED THERETO

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

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

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

A. Consideration to receive and file and provide feedback on the Perris Historic Theater Operational and Funding Analysis.

Introduced by: Director of Public Services Sabrina Chavez

PUBLIC COMMENT

B. Consideration to discuss and provide direction to staff related to limiting the number of additional gas stations.

Introduced by: Director of Development Services Kenneth Phung

PUBLIC COMMENT

C. Consideration to adopt Proposed Resolution Numbers (next in order) authorizing and approving the Board of the Successor Agency to the Redevelopment Agency of the City of Perris to refund certain 2015 loan and bond obligations of the Successor Agency and Perris Public Financing Authority.

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

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVLOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN 2015 LOAN AND BOND OBLIGATIONS OF THE SUCCESSOR AGENCY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT AND ONE OR MORE ESCROW AGREEMENTS, AND TAKING OTHER ACTIONS RELATED THERETO

A RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF TWO ESCROW AGREEMENTS IN CONNECTION WITH THE REFINANCING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS AND THE ISSUANCE BY THE SUCCESSOR AGENCY OF ITS PERRIS TAX ALLOCATION REFUNDING BONDS, SERIES 2026

Introduced by: Director of Finance Matthew Schenk

PUBLIC COMMENT

D. Consideration to receive and file and provide input and/or adopt Proposed Resolution Number (next in order) supporting Assembly Bill 2083 the establishment of a Moreno Valley – Perris Childcare Special District Act to expand childcare capacity.
The Proposed Resolution Number (next in order) is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, SUPPORTING ASSEMBLY BILL 2083 TO ESTABLISH A MORENO VALLEY-PERRIS CHILDCARE SPECIAL DISTRICT ACT TO EXPAND CHILDCARE CAPACITY

Introduced by: City Manager Clara Miramontes

PUBLIC COMMENT

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

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

14. CITY MANAGER'S REPORT:

15. ADJOURNMENT:

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

9.A.

MEETING DATE: April 28, 2026

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Regular Joint City Council meeting held on April 14, 2026.

CONTACT: Nancy Salazar, CMC, City Clerk NS

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

Assistant City Manager
Assistant City Manager
Director of Finance

Attachments: 1. Minutes-April 14, 2026-Regular Joint City Council Meeting

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

ATTACHMENT 1

Minutes-April 14, 2026 Regular Joint City Council Meeting

CITY OF PERRIS

MINUTES:

Date of Meeting: April 14, 2026

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

Mayor Vargas called the Closed Session to order at 5:00 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 – Existing Litigation – Government Code Section 54956.9(d)(1); 3 cases:

1. Panattoni Development Company, Inc. v. City of Perris CVRI 2203028

2. City of Menifee v. City of Perris CVRI 2203040

3. City of Perris v. City of Menifee, et al CVRI 2303456

B. Conference with Real Property Negotiators – Government Code Section 54956.8

1. Property: 311-120-029 Negotiating Parties: MAI II Properties, LLC City Negotiator: Clara Miramontes, City Manager Under Negotiation: Price and terms of payment

2. Property: 320-050-016 Negotiating Parties: Metrogrow Ventures, LLC City Negotiator: Clara Miramontes, City Manager Under Negotiation: Price and terms of payment

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

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

There was no public comment.

The City Council adjourned to Closed Session at 5:02 p.m.

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

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

2. ROLL CALL:

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 Robert Trejo, Director of Public Works Hill, Assistant City Clerk Haughney and City Clerk Salazar.

3. INVOCATION:
Pastor Edward Avila
Victory Outreach Perris
380 W. 3rd 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 items listed on the agenda. She noted the following:
Item A. The council authorized two settlements agreements between the City of Perris and City of Menifee. Upon execution, copies of the agreements will be available to the public.
Item B. No reportable action was taken.
Item C. The council authorized one settlement agreement, for one of the two cases, and the agreement will be available to the public, upon execution.

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation to the Orange Vista High School Boy's and Girl's Wrestling Teams in recognition of their accomplishments.

B. Presentation of a proclamation in recognition of Finance Professional's Week.

C. Presentation of a proclamation in recognition of Arbor Day.

7. YOUTH ADVISORY COMMITTEE COMMUNICATIONS:

The report was given by Youth Advisory Committee President Melanie Lopez.

8. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The Mayor called for Public Comment. Due to the number of speakers, the Mayor noted that each speaker would be limited to 2 minutes for all speakers. The following people spoke at Public Comment:

JC Franco

Mohammad Rahman

Hector Gallegos

Sharfuddin Alam

Ismail Hossain

Asad Rahman

Shawkat Alam

Farhana Alam

Bashir Ather

Shaheen Manzurul

Shiekh Islam

Adriana Ochoa

Katie Keyes

Ashley Benson

Dr. Nizam U. Kazi

9. APPROVAL OF MINUTES:

A. Approved the minutes of the Regular Joint Meeting held on March 10, 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 March 10, 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:

Councilmember Rabb requested that Item 10.G. for a comment.

Mayor Pro Tem Corona requested that Item 10.E. be pulled for discussion.

A. Approved Final Parcel Map 25-00005 (FPM 37437)- Final approval of Parcel map No. 37437 to consolidate five (5) parcels into a 41.43-acre parcel for an existing 804,803 square-foot industrial building known as Rider II, located at the northeast corner of Redlands Avenue and Rider Avenue, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)

B. Approved Final Parcel Map 25-00006 (FPM 37438)- Final approval of Parcel map No. 37438 to consolidate four (4) parcels into a 29.41-acre lot for an existing 548,019 square-foot industrial building known as Rider IV, located at the southeast corner of Redlands Avenue and Morgan Street, west of the Perris Valley Storm Channel, in the Light Industrial (LI) Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Aaron Scherer, IDI)

C. Approved Final Parcel Map 25-00008 (FPM 38385) -Final approval of Tentative Parcel Map No. 38385 to consolidate six (6) parcels into a 12.59 acre parcel to facilitate the construction of a 254,511 square foot industrial warehouse, referred as Redlands East, located on the east side of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

D. Approved Final Parcel Map 25-00009 (FPM 38386) -Final approval of Tentative Parcel Map No. 38386 to consolidate eight (8) parcels into a 20.14 acre parcel to facilitate the construction of a 301,101 square foot industrial warehouse, referred as Redlands West, located on the westside of Redlands Avenue between E. Rider Street and Placentia Avenue, in the Light Industrial Zone of the Perris Valley Commerce Center Specific Plan (PVCCSP). (Applicant: Michael Johnson, Lake Creek Industrial, LLC)

E. Adopted the Second Reading of Proposed Ordinance Numbers 1471 and 1472 approving Zone Change 24-05176 and Development Agreement Amendment 17-05136 to facilitate the comprehensive update of the Harvest Landing Specific Plan, including Phase 1 development as follows: 1) Zone Change to rezone 5.64 acres in the northerly area of the Harvest Landing Specific Plan from AI 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, and 2) Development Agreement Amendment for specific project improvements/community benefits. -This item was continued from the March 10, 2026 City Council meeting (Applicant: HIP SoCal Properties, LLC)

The Second Reading of Ordinance Numbers 1471 and 1472 are entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE (ZC) 24-05176 TO REZONE 16.2 ACRES GENERALLY LOCATED NORTHERLY OF ORANGE AVENUE, SOUTHERLY OF PLACENTIA AVENUE, EASTERLY OF INTERSTATE 215 AND FRONTAGE ROAD, AND WESTERLY OF INDIAN AVENUE TO HARVEST LANDING SPECIFIC PLAN, BASED UPON THE FINDINGS NOTED HEREIN AND SUBJECT TO CONDITIONS OF APPROVAL

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING DEVELOPMENT AGREEMENT AMENDMENT (DA) 17-05136, BY AND BETWEEN THE CITY OF PERRIS AND HIP SO-CAL PROPERTIES, LLC FOR DEVELOPMENT OF A COMMERCIAL RETAIL CENTER, A HIGH-CUBE PARCEL HUB FACILITY, WATER QUALITY MANAGEMENT BASIN WITH RECREATIONAL TRAIL SYSTEM, RESIDENTIAL, RECREATIONAL, AND PUBLIC INFRASTRUCTURE IMPROVEMENTS AS WELL AS PROGRAMMATIC-LEVEL PLANNING FOR FUTURE DEVELOPMENT OF THE REMAINING AREAS OF A 358.28-ACRE SITE, GENERALLY LOCATED NORTH OF NUEVO ROAD, SOUTH OF PLACENTIA AVENUE, EAST OF INTERSTATE-215/FRONTAGE ROAD, AND WEST OF NORTH PERRIS BOULEVARD, AND ADOPTING FINDINGS IN SUPPORT THEREOF

Mayor Pro Tem Corona requested to pull Item 10.E for a separate vote.

Due to the number of speakers, the Mayor noted that each speaker would be limited to 1:30 minutes, a total of 27 minutes, for all speakers.

The following people spoke regarding Item 10.E:
David Moore

Rita Rogers

JC Franco

Sandra Gil Ramirez

Haylee Rosenbaum

Alisha Jones

Kathia Hernandez

Jerry Sepulveda

Felix Fernandez

Anthony Cruz

Riley Edwards

Bradley Tray

Maria Torres

David Corbero

Julio Flores

Andrew Meling

Katie McClendon

Karla Cervantes

Mohammad Rahman

Franco Pacheco

Julio Reyes

Councilman Rabb left the City Council Chambers at 7:50 p.m. and returned at 7:53 p.m.
Councilmember Nava left the City Council Chambers at 8:19 p.m. and returned at 8:21 p.m.

Director of Development Services, Kenneth Phung, was called to present on this item and present the changes made on the project, since the March 10, 2026 City Council Meeting.

The Housing element, is permitted by right in the Phase 1 MBU, which is the 68 Acres, 650 Units, which allows additional housing.

Within 90 days of the project approval, the developer is making a $2 million contribution towards First-Time Home Buyer Down Payment Program, that will be administered by the city.

In addition, any commercial uses such as recreation, manufacturing, and will be subject to City Council approval.

The developer will be contributing $5 Million for a future Aquatic Center.

The following Councilmember's Spoke:
Corona

Rabb

Vallejo

Nava

Vargas

Corona

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Adopt the Second Reading of Ordinance Numbers 1471 and 1472, as presented.

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

F. Adopted Resolution Numbers 6777, 6778, 6779 Initiating Annual Proceedings for the City's Maintenance Districts (FY 2026/2027).

Resolution Number 6777 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 6778 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

Resolution Number 6779 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, INITIATING PROCEEDINGS TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2026/2027 IN THE CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1 PURSUANT TO THE BENEFIT ASSESSMENT ACT OF 1982; APPOINTING THE ENGINEER OF WORK, AND ORDERING PREPARATION OF AN ENGINEER'S REPORT

G. Approved a request from IDI Logistics to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to August 31, 2026.

Councilmember Rabb requested that Item 10.G. for a comment.

The following Councilmember spoke:
Rabb

Corona

The following staff member spoke:
City Engineer, John Pourkazemi

Councilman Rabb proposed a motion to extend the road closure to June 30, instead of August 30th, and bring the item back to the June 9th City Council Meeting and direct IDI Logistics, to work staff with providing trees in the downtown designated area.

Applicant Lou Monville was called to speak.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the request from IDI Logistics to extend the full road closure of Ellis Avenue between Case Road and Goetz Road to June 30, 2026 and work with staff to provide trees in the downtown area.

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

NOES:

ABSENT:

ABSTAIN:

H. Approved a request from Richmond American Homes for a full road closure of Murrieta Road between Green Valley Parkway and Case Road.

I. Consented to the Assignment and Assumption Agreement between Vandermost Consulting Services, Inc. and ALL4 LLC for Biological and Environmental Support Services for and during construction of the Ethanac Road Bridge (CIP S139).

J. Adopted Resolution Number 6780 declaring support for California Cities Week, April 19-25, 2026.

Resolution Number 6780 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DECLARING SUPPORT FOR CALIFORNIA CITIES WEEK, APRIL 19-25, 2026

K. Approved a Contract Services Agreement with Guaranteed Janitorial Services, Inc. for custodial services at City of Perris park restrooms in the amount of $128,100.27 plus 10% contingency for a one-year term with the option to extend for up to four (4) additional one-year terms.

L. Approved the purchase of a Reelmaster 3100-D mower from Turf Star Western for the Parks and Community Services Department in the amount of $56,608.38.

M. Awarded a Public Works Contract to United Storm Water, Inc. for the Flood Control Storm Drain Screen Retrofit Project (Specification No. FCD

1-2025-26-03) in the amount of $463,398.00 with a 10% contingency of $46,339.80, totaling $509,737.80.

N. Approved the City's Monthly Check Register for March 2026.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Marisela Nava to Approve the Consent Calendar items, with exception of items 10.G. and 10.E., as presented.

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

NOES:

ABSENT:

ABSTAIN:

11. PUBLIC HEARINGS:

A. **This item was continued to the May 26, 2026 City Council meeting-** Continued General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 (Continued from the February 24, 2026 meeting) to the May 26, 2026 City Council meeting – A proposal to facilitate the development of the Acacia Pointe, a 141-unit townhome-style condominium project on 11.6 acres, located south of Nuevo Road and east of Wilson Avenue. (Applicant: Ryan Woosley, D.R. Horton)

The Mayor opened the Public Hearing at 9:02 p.m.

The following people spoke at Public Comment:
Luz Gomez
Angela Martinez

The Mayor closed the Public Hearing at 9:12 p.m.

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Continue General Plan Amendment 23-05247, Zone Change 23-05245, Planned Development Overlay Zone 23-05246, Tentative Tract Map 23-05244 (TTM 38775), and Development Plan Review 23-00019 to the May 26, 2026 City Council meeting.

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

NOES:

ABSENT:

ABSTAIN:

B. **This item was continued to April 28, 2026 City Council Meeting -** Consideration to adopt Proposed Resolution Number (next in order) approving Specific Plan Amendment 25-00006 – A Proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a

Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. (Applicant: City of Perris)

The Proposed Resolution Number (next in order) is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AN ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDING RELATED THERETO

Due to the late hour, Mayor Vargas requested to continue Item 11.B to the April 28, 2026, Regular City Council Meeting.

Mayor Vargas opened the Public Hearing at 9:12p.m.
There was no public comment.

The Mayor closed the Public Hearing at 9:12p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Continue the adoption of Proposed Resolution Number (next in order), to the April 28th City Council Meeting.

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

C. Adopted the First Reading of Ordinance Number 1474 to update the Transportation Uniform Mitigation Fee (TUMF) program to include a Construction Cost Index (CCI) adjustment for fees on all developments in the City of Perris and adopt Proposed Resolution Number (next in order) to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment.

The First Reading of Ordinance Number 1474 is entitled:
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

The Resolution Number 6781 is entitled:
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS

AMENDING THE APPLICABLE TRANSPORTATION UNIFORM MITIGATION FEE (TUMF) APPLICABLE TO ALL DEVELOPMENTS IN THE CITY OF PERRIS

Director of Development Services, Kenneth Phung introduced this item and turned it over to Counter Services Supervisor, Gustavo Lua to present on this item.

Mayor Vargas opened the Public Hearing at 9:17 p.m.
There was no public comment.

The Mayor closed the Public Hearing at 9:17 p.m.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Adopt the First Reading of Proposed Ordinance Number (next in order), as presented.

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

D. Approved a Location Sales Tax Sharing Agreement with Medline Industries, LP.

City Manager, Clara Miramontes introduced this item and turned it over to Principal Management Analyst, Armando Panchi to present on this item.

The Mayor opened the Public Hearing at 9:21 p.m.
There was no Public Comment.

The Mayor closed the Public Hearing at 9:21 p.m.

The Mayor called for a motion.

M/S/C: Moved by Marisela Nava, seconded by Malcolm Corona to Approve a Location Sales Tax Sharing Agreement with Medline Industries, LP.

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

E. Approved a Sales Tax Sharing Agreement with Dover, Inc. for the Ethanac Travel Center.

Assistant City Manager, Wendell Bugtai introduced this item and turned it over to Deputy City Attorney Matthew Cohen with Aleshire & Wynder, to present on this item.

Mayor Vargas opened the Public Hearing at 9:25 p.m.
There was no public comment.

The Mayor closed the Public Hearing at 9:25 p.m.

The following Councilmembers Spoke:
Rabb

Corona

The Mayor called for a motion.

M/S/C: Moved by Malcolm Corona, seconded by David Starr Rabb to Approve a Sales Tax Sharing Agreement with Dover, Inc. for the Ethanac Travel Center.

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

12. BUSINESS ITEMS:

A. Discussed and provided direction to staff related to the renaming of the Cesar Chavez Library and modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property.

City Manager Clara Miramontes gave the presentation on this item.

The following people spoke at Public Comment:
Yolanda Tovar

Remy

Karla Cervantes

Franco Pacheco

The following Councilmember's spoke:
Rabb

Vargas

Corona

Nava

Vallejo

The City Council proposed renaming the library to "City of Perris Library" and directed staff to refer the modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property, to the Parks and Recreation Committee for their input.

The Mayor called for a motion.

M/S/C: Moved by David Starr Rabb, seconded by Malcolm Corona to Approve the renaming of the library, the City of Perris Public Library, and refer the modification/removal of the Cesar Chavez statue and artistic paintings/murals on city property, to the Parks and Recreation Committee.

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 9:55 p.m., in memory of Dolores Gonzales, Perris High School graduate 1953 and long time resident, who played an instrumental role in our city, who passed away on March 23, 2026.

Respectfully Submitted,

_____

Nancy Salazar, City Clerk

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

10.A.

MEETING DATE: April 28, 2026

SUBJECT: Extension of Time 26-00002 - An Extension of Time request for Tentative Tract Map 22-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 to facilitate an age restricted (55 years and older) residential development of 185 single family detached residential lots on 41.70 acres located at the northeast corner of Mountain Avenue and McPherson Road in a Planned Development Overlay (PDO) R-6,000 Zone. Applicant: Ronald Freeman.

REQUESTED ACTION: Approve Extension of Time (EOT) 26-00002 for a one-year time extension for Tentative Tract Map 22-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 until May 14, 2027.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND:

On May 14, 2024, the City Council voted unanimously (5-0) to approve Tentative Tract Map 22-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 to subdivide 41.70 acres into a 185-unit single-family, age-restricted, residential lots and recreational amenities including a clubhouse, swimming pool and spa, 9-hole putting green and covered lounge area, lawn area, barbeque area, a dog park and a small green belt, located at the northeast corner of Mountain Avenue and McPherson Road. A related entitlement, Planned Development Overlay Zone (PDO) 21-05038, was also approved to apply the PDO overlay to the R-6,000 Single Family Residential Zone to allow flexibility with the development standards to facilitate the project.

The applicant is requesting the first of six permitted time extensions due to the extent of required on-site and off-site engineering and design work, as well as slow demand for age-restricted projects. If the City Council approves this request, the new expiration date will be May 14, 2027.

TENTATIVE TRACT MAP AND DEVELOPMENT PLAN REVIEW EXTENSIONS:

Pursuant to Section 18.12.090(a) of the City of Perris Municipal Code, tentative maps are allowed to be recorded within 24 months from the date the map was approved or conditionally approved by the City Council, unless an extension of time is granted prior to expiration. In addition, tentative maps are allowed up to six (6) one-year extensions of time. Because the Development Plan Review is associated with the approved tentative map, it is subject to the same expiration date. Therefore, both the Tentative Tract Map and Development Plan Review will expire on May 14, 2026.

The applicant is requesting the first of six permitted time extensions, as authorized under Section 66463.5(c) of the Subdivision Map Act, to extend the Project's expiration date to May 14, 2027. This request was submitted to the City on March 2, 2026, prior to the map expiration, in accordance with the Municipal Code.

RECOMMENDATION:

Staff recommends that the City Council approve Extension of Time (EOT 26-00002) for a one-year time extension to May 14, 2027, for Tentative Tract Map 22-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002. If the Tentative Tract Map is not recorded prior to the new expiration date, or if subsequent extension requests are not filed prior to that date, a new Tentative Tract Map and Development Plan Review applications and applicable fees must be submitted to the city for consideration.

BUDGET (or FISCAL) IMPACT: There is no fiscal impact associated with this Project since all project costs are borne by the applicant.

Prepared by: Monica Carranza, Assistant Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: WB
Assistant City Manager: ER
Director of Finance: MS

Attachments:

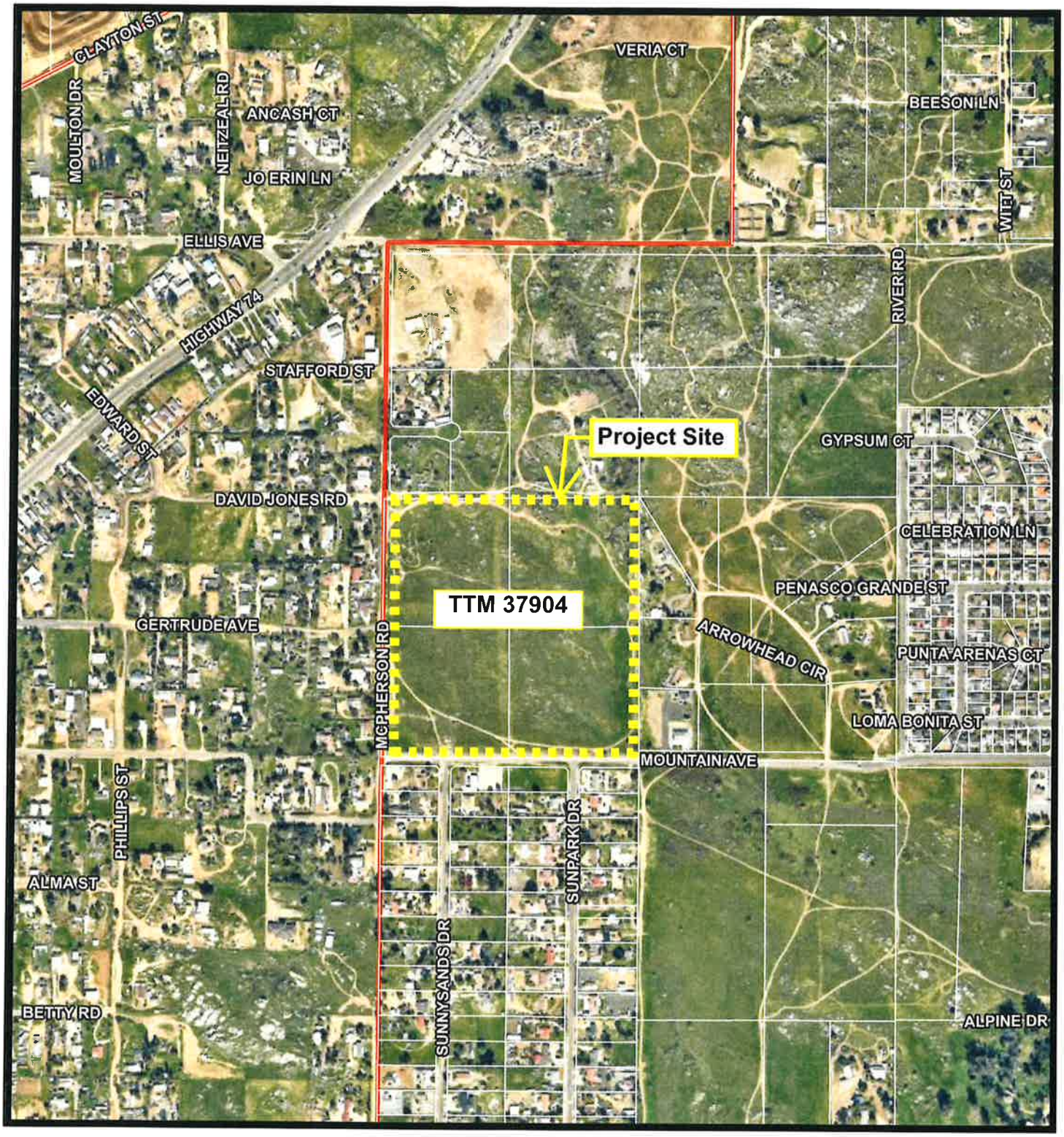
1. Vicinity Map
2. Project Plans (TTM 37904 and Site Plan)
3. Conditions of Approval (For Reference Only)
   Due to the size of the file, the document is on file with the Planning Division and available online at: https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-423#docfold_1206_1313_479_423
4. Applicant's Time Extension Request Letter
5. City Council Staff Report without Attachments – Dated May 14, 2024

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

ATTACHMENT 1

Vicinity Map

Vicinity Map



KEY

Perris Boundary

Project Site

1:10,387

0 0.07 0.15 0.3 mi

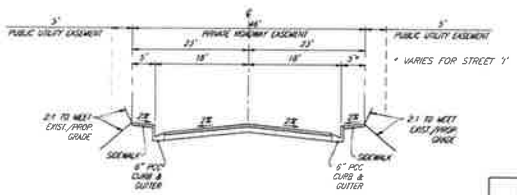
0 0.1 0.2 0.4 km

Nearmap

ATTACHMENT 2

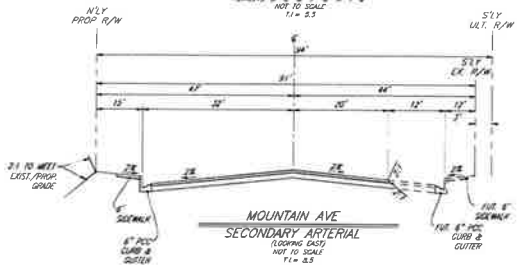
Project Plans (TTM 37904 and Site Plan)

PACIFIC EMERALD
TENTATIVE TRACT MAP NO. 37904
CITY OF PERRIS, CA

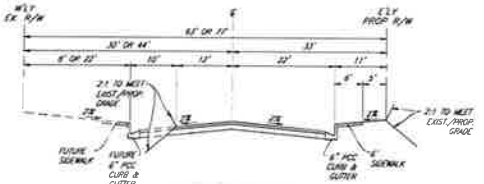


ONSITE LOCAL STREET SECTION

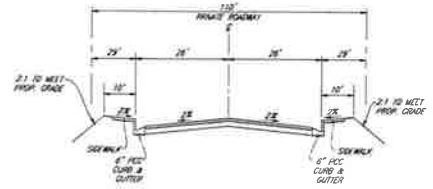
SCALE: 1" = 5'
NOT TO SCALE
I.I. = 5.5



MOUNTAIN AVE
SECONDARY ARTERIAL
(LOOKING EAST)
NOT TO SCALE
I.I. = 5.5

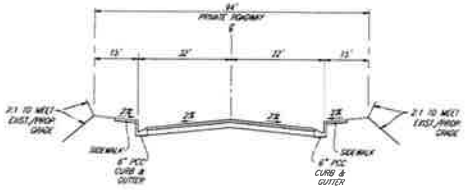


MCPHERSON ROAD
COLLECTOR
(LOOKING NORTH)
NOT TO SCALE
I.I. = 7.0



STREET A TYPICAL SECTION

NOT TO SCALE
I.I. = 5.5



STREET E TYPICAL SECTION

NOT TO SCALE
I.I. = 5.5

PARCEL AREA TABLE	
PARCEL #	AREA (SF)
1	7831
2	7428
3	7579
4	7677
5	7689
6	7613
7	7450
8	7198
9	6978
10	6798
11	6104
12	5888
13	5656
14	5468
15	5332
16	5561
17	5833
18	6472
19	4734
20	5036
21	4712
22	4719
23	4754
24	4760
25	4675
26	4650
27	5231
28	5175
29	5439
30	5872
31	5456
32	5100
33	5167
34	5671
35	5284
36	5288
37	5288
38	5286
39	5288
40	5431
41	5511
42	5305
43	5426
44	5723
45	5466
46	5579
47	5843
48	4946
49	5832
50	5194

PARCEL AREA TABLE	
PARCEL #	AREA (SF)
51	5532
52	5429
53	5686
54	5191
55	5171
56	6023
57	5385
58	4936
59	5319
60	5393
61	5730
62	4800
63	4800
64	4700
65	5002
66	5030
67	5367
68	7128
69	5539
70	5521
71	5905
72	5588
73	6152
74	5564
75	5536
76	5521
77	5505
78	5468
79	6041
80	5536
81	6120
82	5344
83	5468
84	4967
85	4534
86	4618
87	4700
88	4584
89	4667
90	4653
91	4534
92	4618
93	4600
94	4681
95	4828
96	5039
97	5710
98	5943
99	5710
100	5710

PARCEL AREA TABLE	
PARCEL #	AREA (SF)
101	5710
102	5710
103	5710
104	5710
105	5791
106	6884
107	5900
108	7105
109	6818
110	5569
111	6726
112	7083
113	7124
114	5202
115	5973
116	5569
117	5569
118	5084
119	4953
120	4845
121	4727
122	4605
123	4752
124	4538
125	4606
126	4530
127	4534
128	4578
129	4602
130	4626
131	4650
132	4702
133	4794
134	5039
135	5176
136	5142
137	5271
138	5402
139	5571
140	6494
141	5905
142	5718
143	5673
144	5247
145	4956
146	4668
147	4768
148	4687
149	4848
150	4988

PARCEL AREA TABLE	
PARCEL #	AREA (SF)
151	4668
152	5483
153	4834
154	5205
155	5163
156	5130
157	5125
158	5122
159	5117
160	5106
161	5095
162	5366
163	7420
164	7342
165	5875
166	5826
167	5282
168	5837
169	6684
170	7332
171	4906
172	5203
173	5324
174	5285
175	5152
176	5220
177	5367
178	4948
179	4725
180	5006
181	5068
182	11,964
183	7368
184	5812
185	5728

OPEN SPACE AREA TABLE	
PARCEL #	AREA (SF)
A	401,23
B	43741
C	123 71
D	9553
E	4356
F	10W65
G	2655

AREA SUMMARY TABLE	
TOTAL NET RESIDENTIAL LOT AREA (SF)	1,036,745
TOTAL NET LOT AREA (AC)	23.85
AVERAGE LOT SIZE (SF)	5,619
TOTAL PROJECT AREA (SF)	1,736,133
TOTAL STREET AREA (SF)	474,614
TOTAL LETTERED LOT AREA (SF)	222,774
TOTAL DEDICATION AREA (SF)	148,297
TOTAL NET AREA (SF)	1,593,836
NET DENSITY (DU/AC)	5.26

TOTAL SITE ESTIMATED CUT/FILL VOLUMES

CUT VOLUME	102,000 CY
FILL VOLUME	82,000 CY
RAW TOTAL	20,000 CY CUT
ADJUSTED TOTAL	9,300 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 2018

EASEMENTS:

AN EASEMENT FOR ROAD PURPOSES AND INCIDENTAL PURPOSES, RECORDED OCTOBER 27, 1954 AS INSTRUMENT NO. 129758 OF OFFICIAL RECORDS

UTILITY LEGEND

- W — PROPOSED WATER (1801 ZONE)
- S — PROPOSED SEWER
- PROPOSED STORM DRAIN
- EXISTING WATER
- EXISTING SEWER
- EXISTING STORM DRAIN

WQMP MEASURES

SEE WQMP CONCEPTUAL SITE PLAN FOR TREATMENT FACILITIES

LOT SUMMARY TABLE

Lot No. — Land Use
1 – 187 — RESIDENTIAL LOTS
"A" — WQMP/DETENTION BASIN
"F", "G", "C", "D" — OPEN SPACE/NATURAL AREA
"B" — REC. CENTER
"D" — H.O.A. SLOPE
"E" — PRIVATE PARK

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 100
ANAHEIM, CA. 92807
(714) 666-3423

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) 926-5498

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 3JA-522
BROOMFIELD, CO 80021
(720) 888-5688

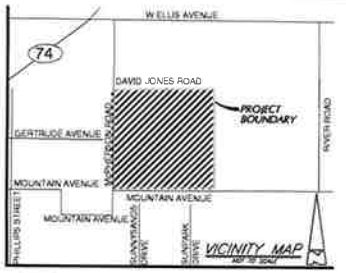
STATEMENT OF PREPARER

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 _____

VICTOR A. ELIA, P.E.

REGISTERED PROFESSIONAL ENGINEER — VICTOR A. ELIA — No. 64853 Exp. 6/30/23 — CIVIL — STATE OF CALIFORNIA



NOTES

1. PREPARED: NOVEMBER 2020
2. TOTAL PROJECT GROSS ACREAGE: 40.62 AC.
3. MINIMUM RESIDENTIAL LOT SIZE: 4,000 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-8000
9. PROPOSED ZONING: R-8000-PRD
10. PROPOSED DENSITY: 4.6 DU/AC
11. ADJACENT LAND USE
NORTH, SOUTH & EAST:
GENERAL PLAN - SINGLE FAMILY RESIDENTIAL
ZONING - R-10,000
EXISTING USE - SINGLE FAMILY RESIDENTIAL
WEST:
GENERAL PLAN - HDPE LOW DENSITY RESIDENTIAL
ZONING - R-R (RIVERSIDE COUNTY)
EXISTING USE - RESIDENTIAL
12. THOMAS BROTHERS GUIDE, RIVERSIDE COUNTY, PAGE 833, GRID G7
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
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" - "J" 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 LAND OR CFD OR A HOMEOWNERS ASSOCIATION, RESPECTIVELY AS SHOWN ON SHEET 2.
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 L.M.D/CFD LOT.
23. THIS IS AN APPLICATION FOR A DEVELOPMENT PERMIT.
24. AERIAL TOPOGRAPHY PREPARED BY KWC ENGINEERS, 1/24/2020, 1988 DATUM

INDEX

	SHEET NO.
GENERAL NOTES, CROSS SECTIONS, AND INDEX MAP	1
TENTATIVE TRACT MAP	2

A.P.N.

342-080-039, 342-080-040, 342-080-041, 342-080-042

LEGAL DESCRIPTION

APN(S): 342-080-039 THROUGH 342-080-042

PARCELS 1, 2, 3, 4, AND LETTERED LOTS "A", "B", "C", "D", "E", AND "F" OF PARCEL MAP 16205 IN THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN BY MAP ON FILE IN BOOK 98, PAGE 30 OF PARCEL MAPS OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

SOILS ENGINEER

GEOTEK, INC.
1548 N. MAPLE STREET
CORONA, CA 92880
(951) 710-1150

LANDSCAPE ARCHITECT

SWP ENVIRONMENTAL DESIGN
34197 PACIFIC COAST HWY., SUITE 200
DANA POINT, CA 92629
(949) 443-1446

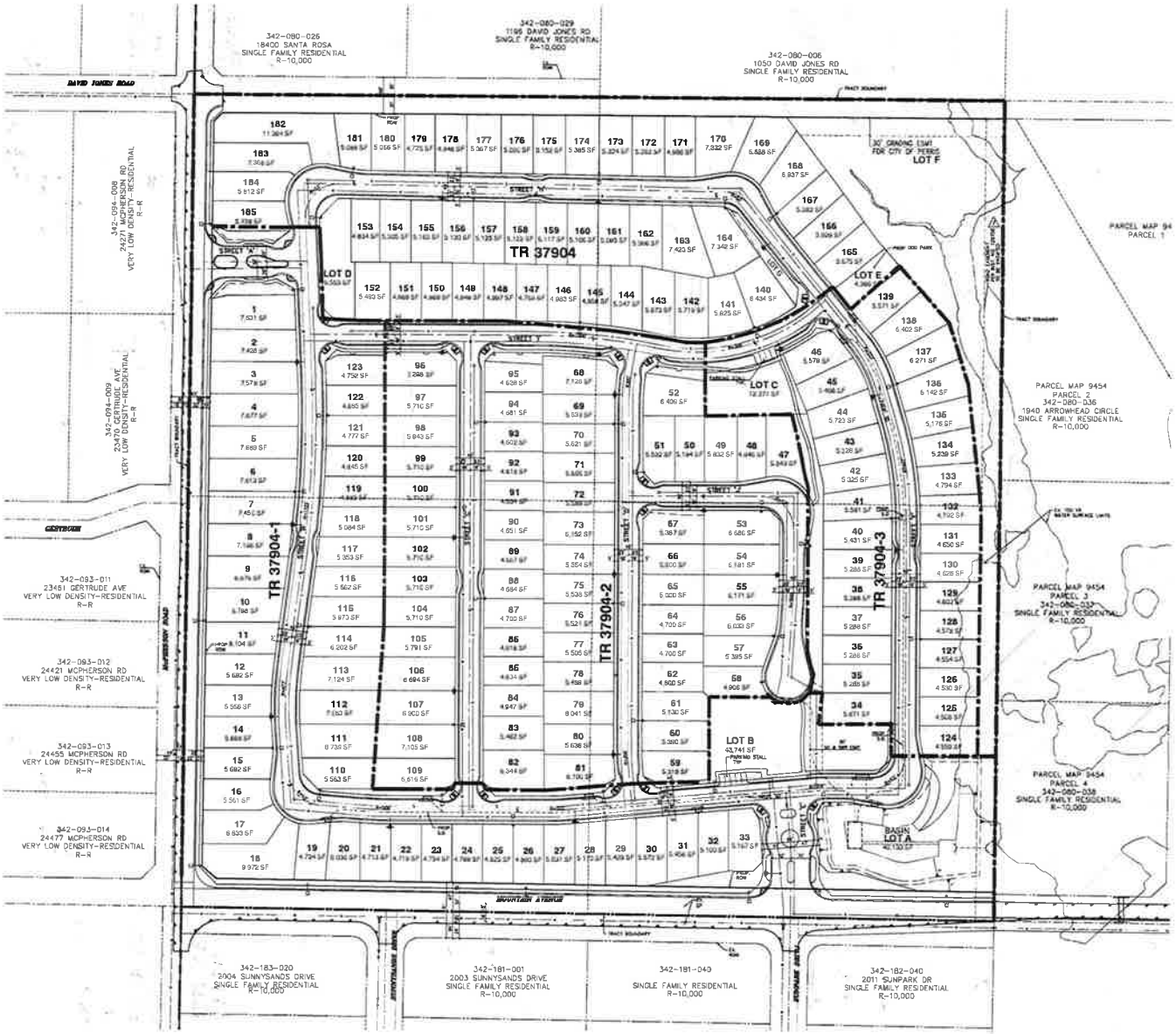
TENTATIVE TRACT MAP NO. 37904
PACIFIC EMERALD
CITY OF PERRIS

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 92881-3372 • 951-734-2130

SHEET 1 OF 2 SHEETS

J:\... 13 1893.1 M \ 191 ABS \ PRO \ M \ MAPS \ TTM - 1893 TTM 01.dwg 5/22/2020



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.

VICTOR A. ELIA, P.E. DATE

TENTATIVE TRACT MAP NO. 37904
PACIFIC EMERALD
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
1583 CORTONA AVENUE, SUITE 100 • CORONA, CA. 92881 • (951) 734-2130

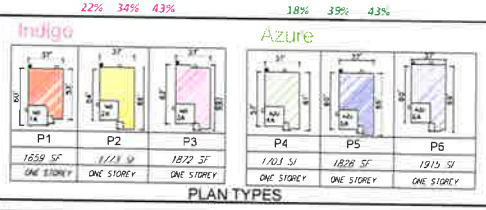
SHEET 2 OF 2 SHEETS

J:\K_18\18051\W_191\18051_PRELIM\MAPS\TENT_18051_TTM_02.dwg 3/22/2022

VICINITY MAP
SCALE NTS

Pacific Emerald TR 37904

TRACT	Phase	Reserve P1	Reserve P2	Reserve P3	Sub total	Phase	Classic P4	Classic P5	Classic P6	Sub total	Total
TR 37904-1	Model	1	1	1	3	Model	1	1	1	3	47.00
	R PH1	3	1	3	7.00	C PH2	2	4	4	10	
	R PH3	3	3	4	8.00	C PH4	2	4	3	9	
	R BO	1			1.00	C PH20		2	2	4	
						C BO	1		1	2	
		8	5	8	19		6	11	11	28	
TR 37904-2	R PH5	1	4	5	10	C PH6	1	4	5	10	76.00
	R PH7	3	3	3	8	C PH8	1	2	3	6	
	R PH9	2	3	3	8	C PH21	2	4	4	10	
	R PH11	2	4	3	9	C PH10	2	3	3	8	
						C PH12	1	3	3	7	
		7	14	14	35		7	16	18	41	
TR 37904-3	R PH13	2	4	5	11	C PH14	1	4	4	9	29.00
	R PH15	2	3	4	9						
		4	7	9	20		1	4	4	9	
TR 37904	R PH17	1	3	4	8	C PH16	1	3	5	9	33.00
	R PH19	2	2	4	8	C PH18	2	4	2	8	
		3	5	8	16		3	6	8	17	
		20	31	39	90	Total	17	37	41	95	185
		22%	34%	43%			18%	39%	43%		



PLAN TYPES

KEY MAP
TRACT PHASING

GENERAL INFO

Total Acreage:	40.40 Acre
Total Residential Unit:	185 D.U.
Rec Building:	1.0
Density:	4.58 D.U./Acre
Open Space:	18% (7.41 Acre)
Green Belt	2.13 Acre
Natural Space	1.88 Acre
Easement (Natural Space) :	0.89 Acre
Det.Basin(LOT A)	0.91 Acre
Rec Area 1 (LOT B)	1.00 Acre
Rec Area 2 (LOT C)	0.28 Acre
Rec Area 3 (LOT D)	0.22 Acre
LOT E	0.10 Acre
	7.41 Acre

* NOTE: SITE PLAN ARE CONCEPTUAL AND ROADS ARE INDICATIVE. ENGINEER SHALL DESIGN THE FINAL ROAD LAYOUT BASED ON CITY'S STANDARD

DEVELOPER:
Pacific Communities Builder, Inc.
ADDRESS: 1000 Dove Street, Suite 300, Newport Beach, CA 92660
TEL: (949) 660-8988

CITY OF PERRIS

INDIGO & AZURE
@ PACIFIC EMERALD
TR 37904
Production Preplot Plan

SCALE: 1 = 60'
DESIGNED:NC
DRAWN: FVG,RC
SHEET NO.
2023/8/28

Indigo & Azure, at Pacific Emerald

SINGLE FAMILY DETACHED (55+) PERRIS, CA
PACIFIC COMMUNITIES BUILDER, INC.

3D Perspective - 1
Daytime, Nighttime

PACIFIC COMMUNITIES

SS.2

DECEMBER 20, 2023

ATTACHMENT 3

Conditions of Approval

(For Reference Only)

Due to the size of the file, the document 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-423#docfold_1206_1313_479_423

ATTACHMENT 4

Applicant's Time Extension Request Letter

PACIFIC COMMUNITIES

February 27, 2026

City of Perris
Development Services Department
Planning Division
135 N. D. Sreet
Perris, CA 92570-2200

RE: Request extension of approval for TTM 37904 and attendant approvals PDO Zone 21-05038, TTM 37904 and DPR 21-00002

Dear Sirs:

We are requesting an extension of the approval of our Pacific Emerald project (TTM 37904) and attendant approvals PDO Zone 21-05038, TTM 37904 and DPR 212-00002. The original approvals were granted in May, of 2024, with an ability to request further extension of time if necessary. Due to the amount and complexity of engineering to undertake for both on and offsite designs, as well as a less than robust market demand for the specific product approval granted (active adult) we must request an extension of time to implement our project approvals.

Included herewith is our completed application for extension, the requested documentation to include with said application and payment of the requisite fee. Please let us know if you have any questions about our extension request. Thank you.

Sincerely,

Ronald Freeman
Director of Land Development
949-577-3946
Ronald@pcbinc.com

ATTACHMENT 5

City Council Staff Report without Attachments – Dated May 14, 2024

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: May 14, 2024

SUBJECT: Planned Development Overlay (PDO) Zone 21-05038, Tentative Tract Map (TTM) 21-05037 (TTM 37904), and Development Plan Review 21-00002 – A proposal to consider the following entitlements to facilitate an age restricted (55 years and older) residential development on 41.70 acres located at the northeast corner of Mountain Avenue and McPherson Road: 1) Apply a Planned Development Overlay (PDO) Zone to the R-6,000 zone to facilitate construction of 185 single family detached residential units; 2) Tentative Tract Map to subdivide 41.70 acres into 185 residential lots; and 3) Development Plan Review for review of the site plan and building elevations. Applicant: Anthony Arnest, Pacific Communities.

REQUEST: Adopt Resolution Number *(next in order)* approving Mitigated Negative Declaration No. 2379 and the Mitigation Monitoring and Reporting Program; and approve Tentative Tract Map (TTM) 21-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 to facilitate the construction of the Pacific Emerald Project, a 185-lot subdivision and age-restricted development, based on the findings and subject to the Conditions of Approval.

Introduce the First Reading of the Ordinance (*next in order*) approving Planned Development Overlay (PDO) Zone 21-05038 to rezone 41.70 acres from the R-6,000 – Single Family Residential Zone to the R-6,000-PDO - Single Family Residential – Planned Development Overlay Zone to facilitate the development of age restricted 185 single family residences, based on the findings and subject to the Conditions of Approval.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND

On April 17, 2024, the Planning Commission voted 3-0 (one absent, one abstention) to recommend approval to the City Council of the proposed Pacific Emerald project, a proposal to facilitate the construction of a 185-unit single-family, age restricted, residential development on 41.70 acres, located at the northeast corner of McPhearson Road and Mountain Road consisting of the following: 1) Planned Development Overlay (PDO) Zone to facilitate construction of 185

single family detached residential units; 2) Tentative Tract Map (TTM) to subdivide 41.70 acres into 185 residential lots and eight (8) lettered lots for open space; and 3) Development Plan Review for review of the site plan and building elevations.

The Planning Commission (PC) supported the project and complimented the applicant for a well-designed site plan, project architecture, and landscaping. The Planning Commission recommended approval of the project subject to the additional conditions that 1) both project entrances shall provide uplighting of trees with additional landscape features; and 2) the northeast entry gate call box shall be set back to provide for additional vehicle stacking between the call box and the street intersection at McPhearson Road.

PROJECT DESCRIPTION

Planned Development Overlay Zone and Single-Family Residential Development

The project proposal involves rezoning 41.70 acres located at the northeast corner of McPhearson Road and Mountain Road 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 185-unit age restricted single family residential development with lots ranging in size from 4,502 to 13,234 square feet. As proposed, the project density of 4.58 dwelling units per acre would comply with the density range of 4 to 7 dwelling units per acre allowed in the R,6000 Zone. The proposed residential units include an attached two-car garage, a maximum of two bedrooms with two full bathrooms, kitchen, dining room, a front porch, and an optional 180 square-foot outdoor living area (California Room). Additionally, a total of 379 on street parking spaces are proposed throughout the development and adjacent to the clubhouse and primary amenities. The project site is proposed to be secured with decorative walls with pilasters and gates.

Project Amenities

The project includes 7.41 acres of open space broken up into four (4) recreation areas: 1) A water detention basin; 2) Recreation Area 1 consisting of a clubhouse, swimming pool and spa, 9-hole putting green with synthetic turf, a covered golf lounge area, and five (5) parking spaces; 3) Recreation Area 2 consisting of an activity lawn, picnic pavilion, barbeque area, and an exercise station terrace; and 4) Recreation Area 3 consisting of a picnic and barbeque area, a dog park and a small greenbelt. In addition to the active recreation areas, the project includes an open space area for the existing drainage wash/arroyo running parallel to the project site on the northwestern and western sides of the property.

Circulation/Access

The project site proposes two points of gated access for ingress and egress. The main access is provided along Mountain Avenue and a secondary access is provided along McPhearson Road. Each entry is enhanced with stamped concrete and a raised landscape center median. A private street system provides internal access to each lot, including a main loop road, a cul-de-sac, and four connecting roads. The roadway system includes curb, gutter, and sidewalk. A 6-foot-high perimeter block wall with pilasters and automatic gates will secure the project site.

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 February 15, 2024, and ending on March 18, 2024. 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 (Attachment G).

PUBLIC HEARING NOTICE

A public Notice of Hearing for the Planning Commission meeting was published in the local newspaper and sent to agencies and property owners within 300 feet of the project site. Staff received one e-mail with concerns regarding the street improvements on McPherson Road and how the new improvements may attract homeless encampments to set up along the street. The applicant responded that the City's requirements for street improvements are dictating the development of the road, and that the City would need to respond to complaints of encampments on an individual basis.

In addition to the Public Hearing Notice, the applicant held a neighborhood meeting on March 29, 2023, at the Railway Elementary School Multipurpose Room. The purpose of the meeting was to provide information regarding the project, answer questions, and obtain feedback from the surrounding neighbors (Attachment 9). Approximately 20 residents attended the meeting, with none expressing opposition to the project. Two residents asked for McPherson Road to remain as a dirt road to keep people from using the road, the applicant explained that the City requires full improvements for all new projects as they are part of the Circulation Element of the City and needed for future circulation.

RECOMMENDATION

The Planning Commission recommends to the City Council the following: 1) Adopt Resolution Number *(next in order)* approving Mitigated Negative Declaration No. 2379 and the Mitigation Monitoring and Reporting Program; and approve Tentative Tract Map (TTM) 21-05037 (TTM 37904) as well as Development Plan Review (DPR) 21-00002; and 2) Introduce the First Reading of the Ordinance (*next in order*) approving Planned Development Overlay (PDO) 21-05038 to rezone 41.70 acres from the R-6,000 - Single Family Residential Zone to the R-6,000-PD – Single Family Residential – Planned Development Overlay Zone to facilitate the construction of the Pacific Emerald Project, a 185-unit age restricted single family residential development, based on the findings and subject to the Conditions of Approval.

BUDGET (or FISCAL) IMPACT: All costs associated with the project are borne by the applicant.

Prepared by: Mathew Evans, Contract Planner
Reviewed by: Patricia Brenes, Planning Manager

REVIEWED BY:
City Attorney _____
Assistant City Manager_____
Deputy City Manager _____

Attachments:

1. Resolution Number *(next in order)* approving Mitigated Negative Declaration No. 2379 and the Mitigation Monitoring and Reporting Program; and approving Tentative Tract Map 21-05037 (TTM 37904) and Development Plan Review (DPR) 21-00002 and Conditions of Approval (Planning and Fire, Engineering, Public Works, Community Services, and Building & Safety)
2. Ordinance Number (*next in order*) Adopting Planned Development Overlay Zone 21-05038
3. Location/Aerial Map
4. MARB Airport Overlay Map
5. Existing and Proposed Zoning Maps (PD Overlay Zone)
6. Project Plans - Site Plan and Architectural Street View
   Due to the size of the files, all project plans (Building Elevations, Floor Plans, Landscape Plans, Wall and Fence Plans, etc.) are available online at:
   https://www.cityofperris.org/departments/development-services/planning/environmental-documents-for-public-review/-folder-423#docan1206_1313_479
7. Tentative Tract Map No. 37904
8. 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-423#docan1206_1313_479
9. Public Outreach Flyer
10. Public Comment and Response to Public Comment
11. Planning Commission Report without exhibits – Dated April 17, 2024.

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

CITY OF PERRIS

10.B.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Second Reading of Ordinance 1474 approving the updated Transportation Uniform Mitigation Fee (TUMF) ordinance to include an annual Construction Cost Index (CCI) adjustment on all new development impact fees.

REQUESTED ACTION: Second Reading and Adoption of Ordinance 1474 approving the updated TUMF ordinance to include an annual CCI adjustment.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND

On April 14, 2026, the City Council voted 5-0 to introduce the first reading of Ordinance 1474, to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment for development impact fees. These updates align with recommendations from the Western Riverside Council of Governments (WRCOG) Executive Committee.

In conjunction with the first reading, the City Council also adopted a resolution amending the TUMF fee schedule as noted in table below, with an effective date of July 1, 2026.

Current Fee	As of July 1, 2026	Land Use Type
$ 12,380.00	$ 12,705.00	per single-family residential unit 1,800 SF or less
$ 13,927.00	$ 14,292.00	per single-family residential unit between 1,801 and 2,300 SF
$ 15,476.00	$ 15,881.00	per single-family residential unit between 2,301 and 2,700 SF
$ 19,344.00	$ 19,851.00	per single-family residential unit greater than 2,700 SF
$ 7,816.00	$ 8,021.00	per multi-family residential unit
$ 2.33	$ 2.39	per square foot of an industrial project
$ 7.72	$ 7.92	per square foot of a retail commercial project
$ 4.89	$ 5.02	per square foot of a service commercial project
$ 2.45	$ 2.51	per square foot of a service Class A and B office

STAFF RECOMMENDATION:

Staff recommends that the City Council approve of the second reading of Ordinance 1474 to update the city's TUMF ordinance with an annual Construction Cost Index (CCI) adjustment. Upon adoption of the Ordinance, implementation of the updated TUMF mitigation fee program will become effective July 1, 2026.

BUDGET (or FISCAL) IMPACT: There is no budget or fiscal impact associated with the adoption of this ordinance, as this is a regional transportation fee collected by WRCOG for new development projects.

Costs associated with staff preparation of this item are included in the Fiscal Year 2025-2026 General Fund budget.

Prepared by: Gustavo Lua, Counter Services Supervisor
REVIEWED BY: Jorge Caballero, Building Official/Fire Marshall

Assistant City Manager UB
Assistant City Manager ER
Director of Finance MG

Attachments: 1. Ordinance 1474
2. Nexus Study Link
3. Staff Report from First Reading dated April 14, 2026

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

ATTACHMENT 1

ORDINANCE NO. 1474

ORDINANCE NO. 1474

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADDING SECTION 19.68.030 (TRANSPORTATION UNIFORM MITIGATION FEE) TO CHAPTER 19 (FEES) OF THE PERRIS MUNICIPAL CODE RELATING TO PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TUMF PROGRAM

WHEREAS, the City of Perris is a member agency of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and 18 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the "Regional System") could be made up in part by a Transportation Uniform Mitigation Fee ("TUMF") on future residential, commercial and industrial development; and

WHEREAS, in furtherance of this plan, the WRCOG Executive Committee adopted the "Western Riverside County Transportation Uniform Fee Nexus Study," dated October 18, 2002 (the "2002 Nexus Study"); and

WHEREAS, based on the 2002 Nexus Study, the City adopted Ordinance No. 1114 on April 8, 2003 (the "TUMF Ordinance") pursuant to California Government Code Sections 66000 et seq. authorizing the City to impose the Transportation Uniform Mitigation Fee ("TUMF") upon new development; and

WHEREAS, in 2016, the TUMF Nexus Study ("2016 Nexus Study") was updated for the purpose of updating the fees. On July 10, 2017, the WRCOG Executive Committee reviewed the 2016 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, on September 12, 2017 the City adopted Ordinance No. 1352 which adopted the 2016 Nexus Study and updated the TUMF; and

WHEREAS, in 2018, the TUMF Program was altered to adopt a process in which WRCOG calculates and collects TUMF on behalf of member agencies under the Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2018; and

WHEREAS, the City adopted Ordinance No. 1452 on February 25, 2025 allowing WRCOG to calculate and collect TUMF on behalf of the City; and

WHEREAS, WRCOG, with the assistance of TUMF Participating Jurisdictions, prepared an updated nexus study entitled "Transportation Uniform Mitigation Fee Nexus Study: 2024 Update" ("2024 Nexus Study") pursuant to California Government Code Sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees; and

WHEREAS, in September 2024, the WRCOG Executive Committee reviewed the 2024 Nexus Study and TUMF Program and recommended TUMF Participating Jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program; and

WHEREAS, Ordinance No. 1452 adopted the 2024 Nexus Study and its findings; and

WHEREAS, the TUMF Administrative Plan calls for a Construction Cost Index ("CCI") adjustment to be brought forth to the WRCOG Executive Committee on an annual basis; and

WHEREAS, on December 1, 2025, the WRCOG Executive Committee approved the implementation of an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record with a cap at 5% of any annual adjustments; and

WHEREAS, an automatic CCI adjustment ensures that fee levels keep pace with increases in cost of constructing transportation projects and avoids large increases at comprehensive TUMF Nexus Study updates; and

WHEREAS, this approach also allows for consistency and predictability for the TUMF Program, while ensuring that the fair share principles under AB 1600 are satisfied; and

WHEREAS, the City Council desires to provide for automatic inflationary adjustments to the TUMF to reflect changes in construction costs over time, without modifying the underlying fee nexus, land use assumptions, or fee methodology; and

WHEREAS, Ordinance Nos. 1114, 1352 and 1452 were never codified as part of the City's Municipal Code; and

WHEREAS, the City Council now desires to add Section 19.68.030 (Transportation Uniform Mitigation Fee) to Chapter 19 (Fees) of the Perris Municipal Code to: (1) implement an automatic CCI adjustment for all TUMF land uses tied to the September indices of the National Association of Realtors and Engineering News Record with a cap at 5% of any annual adjustments, by updating Ordinance No. 1452; (2) codify Ordinance Nos. 1114 and 1352 by incorporating these ordinances by reference; and (3) rescind Ordinance No. 1452.

WHEREAS, on April 14, 2026 the City Council conducted a duly noticed public hearing, at which time all interested persons were given full opportunity to be heard and to present evidence for the City Council's consideration (including all oral and written testimony from members of the public and City staff, including, but not limited to, the City staff reports and accompanying documents and exhibits, and thereafter adopted: (i) Resolution 6781, and (ii) approved the First reading of Ordinance 1474 to update the TUMF fee schedule to include an annual Construction Cost Index (CCI).

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

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

Section 2. CEQA. This Ordinance has been reviewed by the City Council with respect to applicability of the California Environmental Quality Act ("CEQA"), the State CEQA Guidelines (California Code of Regulations, Title 14, §§ 15000 *et seq.*, hereafter the "CEQA Guidelines"), and any applicable local CEQA policies and procedures and City has determined that this Ordinance is not a "project" for purposes of CEQA, as that term is defined by CEQA Guidelines Section 15378, because City has determined, in its discretion and based on substantial evidence, that this Ordinance concerns organizational or administrative activities and presents no potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment.

Section 3. Code Amendment. Section 19.68.030 (Transportation Uniform Mitigation Fee) is hereby added to Chapter 19.68 (Fees) of the Perris Municipal Code to read as follows:

"Sec. 19.68.030. -- Transportation Uniform Mitigation Fee

(a) Title. This Ordinance shall be known as the "Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2026."

(b) Definitions. The following words, terms and phrases shall have the following meanings:

(1) **"Class 'A' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'A' Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

(2) **"Class 'B' Office"** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on-site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class 'B' Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.

(3) **"Development Project"** or **"Project"** means any project undertaken for the purposes of development, including the issuance of a permit for construction.

(4) **"Gross Acreage"** means the total property area as shown on a land division of a map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.

(5) **"Habitable Structure"** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.

(6) **"Industrial Project"** means any development project that proposes any industrial or manufacturing use allowed in the following zoning classifications: I-P, M-S-C, M-M, M-H, M-R, M-R-A, A-1, A-P, A-2, A-D, W-E, or SP with one of the aforementioned zones used as the base zone.

(7) **"Low Income Residential Housing"** means "Residential Affordable Units": (A) for rental housing, the units shall be made available, rented and restricted to "lower income households" (as defined in Health and Safety Code Section 50079.5) at an "affordable rent" (as defined in Health and Safety Code Section 50053). Affordable units that are rental housing shall be made available, rented, and restricted to lower income households at an affordable rent for a period of at least fifty-five (55) years after the issuance of a certificate of occupancy for new residential development; and (B) for for-sale housing, the units shall be sold to "persons or families of low or moderate income" (as defined in Health and Safety Code Section 50093) at a purchase price that will not cause the purchaser's monthly housing cost to exceed "affordable housing cost" (as defined in Health and Safety Code Section 50052.5). Affordable units that are for-sale housing units shall be restricted to ownership by persons and families of low or moderate income for at least forty-five (45) years after the issuance of a certificate of occupancy for the new residential development.

(8) **"Multi-Family Residential Unit"** means a residential dwelling unit that is physically attached to one or more other dwelling units by a shared wall, floor, ceiling, roof, or structural foundation, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). Multi-family residential units include, but are not limited to, duplexes, townhomes, apartments, and condominiums with attached units. Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

(9) **"Non-Residential Unit"** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.

(10) **"Recognized Financing District"** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.

(11) **"Residential Dwelling Unit"** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.

(12) **"Retail Commercial Project"** means any development project that proposes any retail commercial activity use not defined as a service commercial project allowed in the following classifications: R-1, R-R, R-R-O, R-1-A, R-A, R-2, R-2-A, R-3, R-3-A, R-T, R-T-R, R-4, R-5, R-6, C-1/C-P, C-T, C-P-S, C-R, C-O, R-V-C, C-V, W-2, R-D, N-A, W-2-M, W-1, or SP with one of the aforementioned zones used as the base zone, which can include any eating/dining facility residing on the retail commercial development premises.

(13) **"Service Commercial Project"** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal, and medical offices eating/dining facilities, and other uses related to personal or professional services.

(14) **"Single Family Residential Unit"** means a residential dwelling unit that is physically detached from any other dwelling unit, sharing no common wall, floor, ceiling, roof, or structural foundation with another dwelling unit, regardless of the lot or parcel configuration, ownership structure, or type of subdivision (including condominium subdivisions). Accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs), as defined by state law, are exempt from TUMF and shall not be counted in determining residential land use classification.

(15) **"TUMF Participating Jurisdiction"** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

(16) **"Disabled Veteran"** means any veteran who is retired or is in process of medical retirement from military service who is or was severely injured in a theatre of combat operations and has or received a letter of eligibility for the Veterans Administration Specially Adapted Housing (SAH) Grant Program.

(17) **Government/public buildings, public schools, and public facilities** means any owned and operated facilities by a government entity in accordance with Section 19.68.030(c)(6)(b). A new development that is subject to a long-term lease with a government agency for government/public buildings, public schools, and public facilities shall apply as a government entity in accordance with Section 19.68.030(c)(6)(b) only if all of the following conditions are met:

a. The new development being constructed is subject to a long-term lease with a government agency.

b. The project shall have a deed restriction placed on the property that limits the use to government/public facility for the term of the lease, including all extension options, for a period of not less than 20 years. Any change in the use of the facility from government shall trigger the payment of the TUMF in effect at the time of the change is made.

c. No less than ninety percent of the total square footage of the building is leased to the government agency during the term of deed restriction and any extensions thereof.

d. The new development is constructed at prevailing wage rates.

e. A copy of the lease is provided to the applicable jurisdiction and to WRCOG.

f. Based on the facts and circumstances WRCOG determines that the intent of the lease is to provide for a long-term government use, and not to evade payment of TUMF.

(18) **"Non-profit Organization"** means an organization operated exclusively for exempt purposes set forth in Section 501(c)(3) of the Internal Revenue Code, and none of its earnings may inure to any private shareholder or individual. In addition, it may not be an action organization, i.e., it may not attempt to influence legislation as a substantial part of its activities and it may not participate in any campaign activity for or against political candidates. For the purposes of the TUMF Program, the non-profit may be a 501(c)(3) charitable organization as defined by the Internal Revenue Service.

(19) **"Long-Term Lease"** as used in the TUMF Program, a "long-term lease" shall mean a lease with a term of no less than twenty years.

(20) **"Mixed-Use Development"** as used in the TUMF Program, means Developments with the following criteria: (1) three or more significant revenue-producing uses, and (2) significant physical and functional integration of project components.

(21) **"Guest Dwellings" and "Detached Second Units"** according to the State of California legal definition as following: 1) Complies with the State of California Department of Housing and Community Development *Accessory Dwelling Unit* Handbook and 2) Are ministerially approved by each jurisdiction's local codes.

(22) **"TUMF Administrative Plan"** means that the TUMF Administration Plan adopted by the WRCOG Executive Committee May 5, 2003, as amended, setting forth detailed administration procedures and requirements for the TUMF program.

(c) Establishment of the Transportation Uniform Mitigation Fee.

(1) **Adoption of TUMF Schedule.** The City Council shall adopt an applicable TUMF schedule through a separate resolution, which may be amended from time to time by resolution.

(2) **Fee Calculation.** The fees shall be calculated by WRCOG according to the calculation methodology fee set forth in the WRCOG TUMF Fee Calculation Handbook

adopted July 14, 2003, as amended from time to time. In addition to data in the Fee Calculation Handbook, WRCOG Staff may consider the following items when establishing the appropriate fee calculation methodology:

- Underlying zoning of the site
- Land-use classifications in the latest Nexus Study
- Project specific traffic studies
- Latest Standardized reference manuals such as the Institute of Traffic Engineers Trip Generation Manual
- Previous TUMF calculations for similar uses
- WRCOG staff shall approve final draft credit / reimbursement agreement prior to execution

WRCOG shall have final determination regarding the appropriate methodology to calculate the fee based on the information provided by the City. In case of a conflict between the applicant, WRCOG, and/or the City regarding the fee calculation methodology, the dispute resolution process in the TUMF Administrative Plan will apply.

(3) **Fee Adjustment.** The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution referenced in Section 19.68.030(c)(1), the fees may be increased or decreased to reflect the changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Section 19.68.030, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Section 19.68.030.

a. Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs.

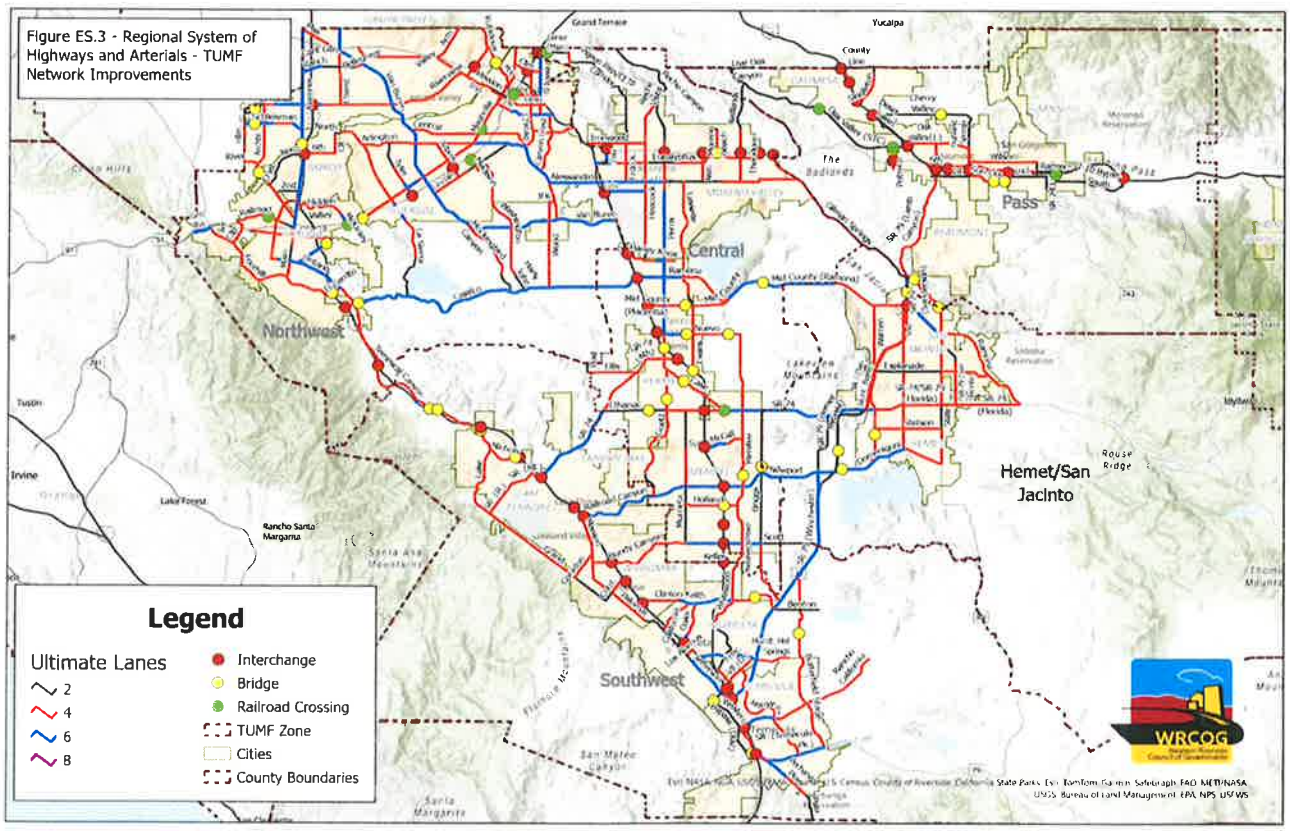
The annual adjustment shall be calculated by WRCOG based on a blended Construction Cost Index derived from: (1) the National Association of Realtors – Median Sales Price of Existing Single-Family Homes, and (2) the Engineering News-Record (ENR) Construction Cost Index, using the September values of each index from the prior calendar year.

The percentage adjustment applied to the TUMF shall equal the annual percentage change in the blended index; provided, however, that in no event shall the annual adjustment exceed five percent (5%), whether positive or negative.

The calculated adjustment shall be implemented on July 1 of the year following index calculation.

If either referenced index is discontinued or materially altered, WRCOG shall apply a comparable, industry-recognized index that most closely reflects regional transportation construction costs.

(4) **Purpose.** The purpose of the TUMF is to fund those certain improvements to the Regional System depicted in the Map of Regional System below and identified in



the 2024 Nexus Study found in the link immediately following the map:

https://www.wrcog.us/programs/tumf/#docaccess-66674d71aefa5a27024115a6acabe7bb67e1a5e3ec1d9d2df9fdadd636a28d4c

(5) **Applicability.** The TUMF shall apply to all new development within the City, unless otherwise exempt hereunder.

(6) **Exemptions.** The following types of new development shall be exempt from the provisions of this Section 19.68.030 and in TUMF Administrative Plan:

a. Low income residential housing as described in Section 19.68.030(b)(7) and in the TUMF Administrative Plan.

b. Government/public buildings, public schools, and public facilities as described in Section 19.68.030(b)(17) and in the TUMF Administrative Plan. Airports that are public use airports and are appropriately permitted by Caltrans or other state agency.

c. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code Section 65864 *et seq*, prior to the effective date of Ordinance No. 1114, wherein the imposition of new fees are expressly prohibited, provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 1114, the TUMF shall be imposed.

d. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000, provided that the same or fewer traffic trips are generated as a result thereof.

e. Guest Dwellings and Detached Second Units as described in Section 19.68.030(b)(21) and in the Administrative Plan.

f. Kennels and Catteries established in connection with an existing single family residential unit.

g. Any sanctuary, or other activity under the same roof of a church or other house of worship that is not revenue generating and is eligible for a property tax exemption (excluding concert venues, coffee/snack shops, book stores, for-profit pre-school day-cares, etc., which would be assessed TUMF.)

h. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.

i. New single-family homes, constructed by non-profit organizations, specially adapted and designed for maximum freedom of movement and independent living for qualified Disabled Veterans.

j. Other uses may be exempt as determined by the WRCOG Executive Committee as further defined in the TUMF Administrative Plan.

(7) **Credit.** Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

a. **Regional Tier**

i. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.

ii. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.

iii. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

b. **Local Tier**

i. The City shall compare facilities in its fee programs against the Regional System and eliminate any overlap in its local fee program except where a Recognized Financing District has been established.

ii. If there is a Recognized Financing District established, the City may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

(d) Reimbursements. Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through an agreement between the developer and the City, contingent on funds being available and approved by WRCOG. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Zone Transportation Improvement Program's adopted annually by WRCOG.

(e) Procedures for the Levy, Collection and Disposition of Fees.

1. **Authority of the Building Department.** The Director of Building & Safety, or his/her designee, is hereby authorized to provide WRCOG with development project specifics for the calculation of TUMF in a manner consistent with the TUMF Administrative Plan.

2. **Payment and Collection.** Payment of the fees shall be as follows:

a. All fees collected hereunder shall be collected by WRCOG for deposit, investment, accounting and expenditure in accordance with the provisions of this Section 19.68.030, TUMF Administrative Plan, and the Mitigation Fee Act.

b. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However this section should not be construed to prevent payment of the fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the issuance of a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in Section 19.68.030(c) and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.

c. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Section 19.68.030. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

d. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all the successors in interest to the property.

e. Fees shall not be waived.

3. **Issuance of Certificate of Occupancy.** The City shall not issue a certificate of occupancy for any Development Project until WRCOG has provided written evidence that it has collected the fee.

4. **Appeals.** Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

5. **Reports to WRCOG**. The Director of Building and Safety, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established under Section 19.68.030(f).

(f) Appointment of the TUMF Administrator.

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to collect all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Section 19.68.030 and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordnance shall be contained in the TUMF Administrative Plan. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed two percent (2%) of the revenue raised by the TUMF Program. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

(g) Repeal of Ordinance No. 1452. This Section rescinds and replaces Ordinance No. 1452 in its entirety provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable

by a court of competent jurisdiction, Ordinance No. 1452, all other related ordinances and polices shall remain in full force and effect.

(h) Ordinance Nos. 1114 and 1352. Ordinance No. 1114 and Ordinance No, 1352 are hereby incorporated into and made part of this Ordinance by this reference, the same as if the text of those ordinances were directly added herein."

Section 4. Effect. No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

Section 5. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance, or any part thereof, is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase be declared unconstitutional. If for any reason any portion of this ordinance is found to be invalid by a court of competent jurisdiction, the balance of this ordinance shall not be affected.

Section 6. Effective Date. This Ordinance shall take effect thirty (30) days after the day of its adoption.

Section 7. Certification. The Mayor shall sign this Ordinance, and the City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be posted at the designated locations in the City of Perris and codified in the manner required by law.

[Signatures on following page]

ADOPTED, SIGNED, and APPROVED by this _____ day of _____ 2026.

_____
Mayor, Michael M. Vargas

_____
City Clerk, Nancy Salazar

STATE OF CALIFORNIA)

COUNTY OF RIVERSIDE)

CITY OF PERRIS)

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Ordinance Number ***(Next in Order)*** was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held on the —— day of _____, 2026 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

ATTACHMENT 2

NEXUS STUDY

Due to the size of the document, the documents are on file with the Building Division and available online at:

https://www.wrcog.us/programs/tumf/#docaccess-66674d71acfa5a27024115a6acabe7bb67e1a5e3ec1d9d2df9fdadd636a28d4c

ATTACHMENT 3

STAFF REPORT FROM FIRST READING

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE:	April 14, 2026
SUBJECT:	Proposal to update the Transportation Uniform Mitigation Fee (TUMF) Program to include a Construction Cost Index (CCI) adjustment for fees on all developments in the City of Perris
REQUESTED ACTION:	Introduce the first reading of an Ordinance to amend and update the City of Perris TUMF Program to include a Construction Cost Index adjustment for fees. Adopt a resolution to amend and update the fee schedule applicable under the TUMF program to include a Construction Cost Index adjustment.
CONTACT:	Kenneth Phung, Director of Development Services

BACKGROUND

The City of Perris is a member of the Western Riverside Council of Governments ("WRCOG"), a joint powers agency comprised of the County of Riverside and eighteen (18) cities located in western Riverside County. As a participating agency, the City of Perris is periodically requested to update applicable Ordinances and Resolutions to authorize the imposition of development impact fees in alignment with WRCOG to fund roadway networks in the Riverside County Region, which is established through a Nexus Study. Recent projects in Perris that have benefited from this fee imposition include approximately $14 million that the City of Perris secured from WRCOG for the Ethanac Bridge project, which is currently under construction.

On December 1, 2025, the WRCOG Executive Committee approved the implementation of a yearly Construction Cost Index (CCI) adjustment for all TUMF land uses with a cap at 5% annually. WRCOG, early this year, contacted member jurisdictions, including Perris City, to adopt an Ordinance and Resolution to update the TUMF Program to include a yearly CCI adjustment to fees that the Council adopted on February 25, 2025, as part of a 2024 Nexus Study prepared by WRCOG. The new TUMF fees adopted in 2025 were to address the funding shortfall for roadway networks in Riverside County, as it had not been updated since 2003. The proposal now is to include a Construction Cost Index intended to keep pace with increases in construction cost and to avoid large increases at a time when another comprehensive TUMF Nexus study update is needed.

DISCUSSION

The attached Ordinance provides the legal basis for the TUMF schedule. The actual TUMF schedule will be established through resolution.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2024 Nexus Study: (i) identifies the purpose of the revised fees; (ii) implements an annual Construction Cost Index (CCI) adjustment with a 5% cap whether positive or negative, (iii) updates the definitions of single-family residential unit and multi-family residential unit. Applying these indices to the TUMF schedule will result in increased funding, which will help the program and help member agencies with project completion. Without these adjustments, cities face limitations in funding, potentially leading to project delays or the need to seek alternative funding sources.

The chart below illustrates the existing fee and proposed fee with the resolution adjustment, that will be effective July 1, 2026:

Current Fee	As of July 1, 2026	Land Use Type
$ 12,380.00	$ 12,705.00	per single-family residential unit 1,800 SF or less
$ 13,927.00	$ 14,292.00	per single-family residential unit between 1,801 and 2,300 SF
$ 15,476.00	$ 15,881.00	per single-family residential unit between 2,301 and 2,700 SF
$ 19,344.00	$ 19,851.00	per single-family residential unit greater than 2,700 SF
$ 7,816.00	$ 8,021.00	per multi-family residential unit
$ 2.33	$ 2.39	per square foot of an industrial project
$ 7.72	$ 7.92	per square foot of a retail commercial project
$ 4.89	$ 5.02	per square foot of a service commercial project
$ 2.45	$ 2.51	per square foot of a service Class A and B office

Beginning July 1, 2026, and annually thereafter, the Transportation Uniform Mitigation Fee (TUMF) shall be automatically adjusted to reflect changes in construction costs (CCI).

An automatic annual CCI adjustment ensures that fee levels keep pace with increases in cost of constructing transportation projects and avoids large increases at comprehensive TUMF Nexus Study updates. Annual CCI adjustments will be capped at 5% whether positive or negative.

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 noticing requirements for fee updates that apply citywide, along with email notification to the local development community consisting of the Building Industry of Southern California-Riverside County Chapter and NAIOP, which serves as a local chapter for industrial and commercial development. As of the preparation of the staff report, staff has not received any comments regarding this project.

STAFF RECOMMENDATION:

Staff recommends that the City Council introduce and approve Ordinance Number (Next in Order) amending the City's TUMF ordinance to establish annual adjustments using the Construction Cost Index (CCI) for land, labor, and material costs. The adjustment will enable WRCOG to keep pace with rising construction costs associated with the TUMF regional roadway network, effective July 1, 2026.

Staff recommends that the City Council adopt Resolution Number (Next in Order) to implement the updated TUMF fee schedule effective July 1, 2026.

These actions will maintain compliance with WRCOG guidelines and the Mitigation Fee Act (Gov. Code §§ 66000 et seq.) and will help ensure continued funding for transportation improvements associated with new development.

BUDGET (or FISCAL) IMPACT: The cost for staff preparation of this item is covered in the 2025-2026 General Fund budget.

Prepared by: Gustavo Lua, Counter Services Supervisor
REVIEWED BY: Jorge Caballero, Building Official/Fire Marshall

Assistant City Manager_____
Assistant City Manager _____
Director of Finance_____

Attachments: 1. Ordinance (Next in Order)
2. Current Ordinance 1452, not including the 2024 nexus study
3. Nexus Study Link
4. Resolution (Next in Order)
5. Notice of Public Hearing

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

CITY OF PERRIS

10.C.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Professional Services Agreement with Accela Inc. to add a concurrent review of plan option to the City's Permitting Software Program with a two-year subscription term until April 28, 2028 that allows for simultaneous review of plans to improve collaboration and streamline the review and permitting process in the amount of $109,979.45.

REQUESTED ACTION: Authorize the City Manager to execute a Professional Services Agreement to add a concurrent review of plan option to the City's Permitting Software Program with a two-year subscription term until April 28, 2028 in the amount of $109,979.45, subject to the City Attorney's approval as to form.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

The City established an automated permitting software program in 2014, known as Accela Permitting, to track the status of plan checks, permits, workflows, inspections, and planning processes. The software program has been in use since 2014 and has significantly assisted the city in managing and tracking permits and entitlement statuses.

The one component that Accela Inc. recently developed to further improve this software program is called ePermit Hub, which allows for the concurrent review of plans. With concurrent review of plans, each department can see other departments' comments in real time to ensure consistent feedback and enable collaborative communication when there are different suggested approaches to resolving a concern.

With all the comments made on one set of plans, it avoids the need to switch between different versions of the same plans to track comments from different plan reviewers. The cost to configure this ePermit Hub program for the Accela Permitting Software will be $54,500, and the two-year subscription term will be $55,479.45, to see the benefits of improved collaboration and streamlining the review and permitting process.

This is important, as the City is working to be more efficient and streamlined in its communication with the development community, particularly given the State's requirement for expedited review of housing projects in light of California's housing shortage.

CONTRACT AWARD PROCEDURES AND BEST INTEREST ANALYSIS:

Perris Municipal Code 3.32.230(3)(e) states that if the purchasing officer or their designee determines that it is in the best interest of the City for a professional service to be provided by a specific consultant, with contract terms, work scope, and compensation to be determined through direct negotiations, such a recommendation shall be made by the purchasing officer or their designee to the City Council. A contract award is subject to City Council approval by a majority vote.

For this council agenda item, it is in the City's best interest to utilize Accela Inc. to provide a software add-on to the Perris Permitting Software, known as ePermit Hub, which allows concurrent plan review. This is because Accela Inc. has created a program that can be directly integrated into the Accela Permitting Software, whereas there is no program that can be seamlessly integrated with the existing permitting software. In addition, Staff has a longstanding working relationship with Accela Inc, which has resulted in Accela Inc. being familiar with the City's needs. Therefore, it is in the City's best interest to contract with Accela Inc. for this service.

RECOMMENDATION:

City staff recommends that the City Council approve the Professional Services Agreement with Accela, Inc. in the amount of $109,979.45 and authorize the City Manager to execute the said agreement, subject to the City Attorney's approval as to form.

BUDGET (or FISCAL) IMPACT:

There is no fiscal impact to the proposed Professional Services agreement in the amount of $109,979.45, as this was approved as part of the 2025-2026 Mid-Year Budget Amendments at the City Council meeting on February 24, 2026.

Prepared by: Arvie Dagatan, Management Analyst
Reviewed by: Jorge Caballero, Building Official & Fire Marshal

REVIEWED BY:

Assistant City Manager: WB
Assistant City Manager: ER
Director of Finance: mjg

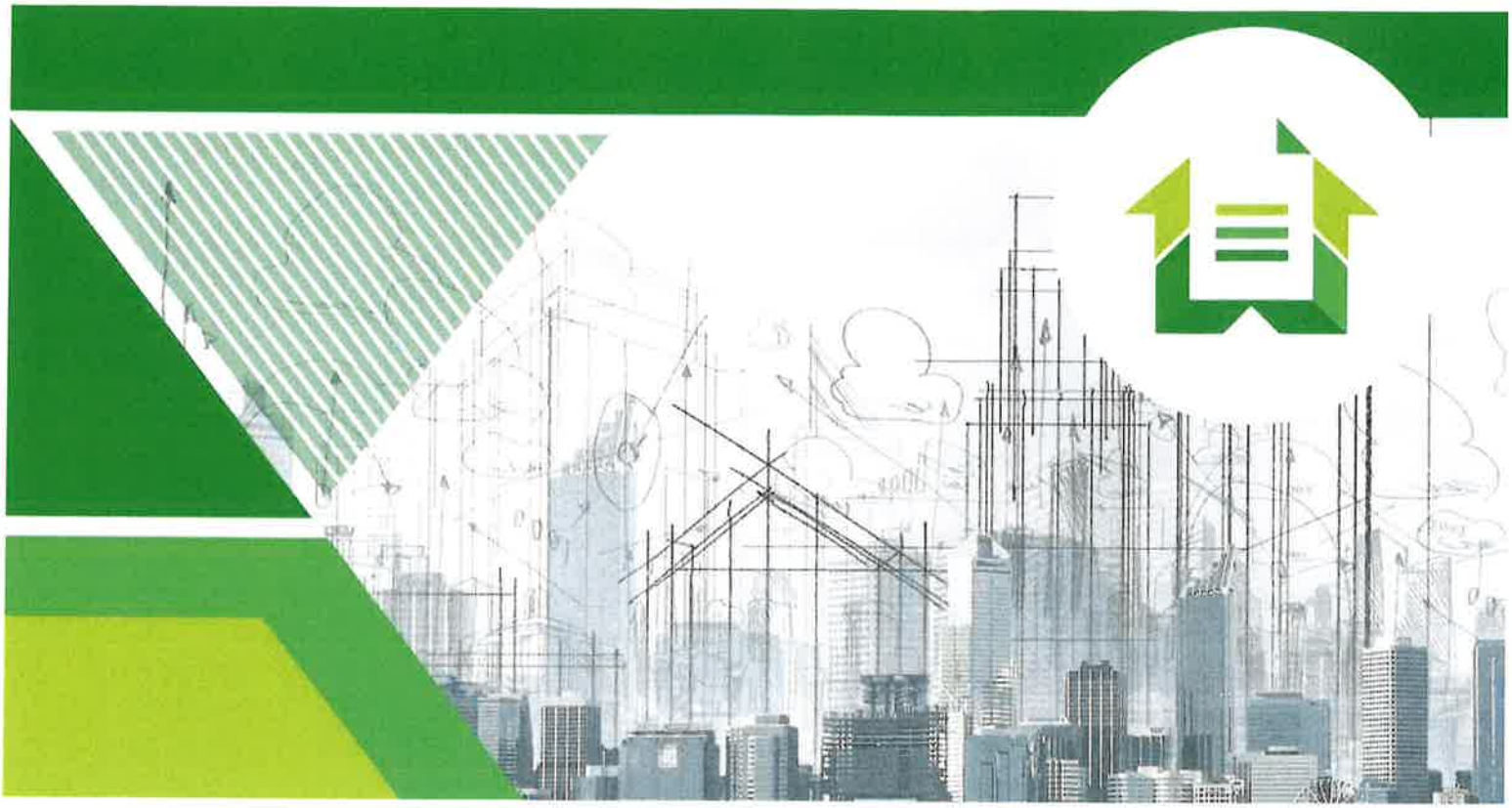
Attachments:

1. 2026 ePermit Hub Contract Services Agreement
2. 2026 ePermit Hub Subscription Terms & Agreement

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

ATTACHMENT 1

2026 Contract Services Agreement
with Accela, Inc. for ePermit Hub



Statement of Work

Prepared For: City of Perris, CA

Statement of Work Regarding the ePermitHub Digital Plan Room Project for Accela Cloud Customers

04/15/2026

Table of Contents

Table of Contents 2
Statement of Work 3
Project Objective 3
Implementation Services Overview 3
Phase 1 - Implementation Phase 3
Phase 2 - Training, User Acceptance & Go-Live Phase 4
Project Assumptions 5
Payment Terms & Delivery Schedule 8
Expiration 10
Appendix A: Detailed ePermitHub Digital Plan Room Project Plan 11
Project Plan Overview 11
Phase 1: Implementation Phase 11
Phase 1 - Deliverable 1: Project Kick-Off and Initiation 11
Phase 1 - Deliverable 2: Digital Plan Room Provisioning 12
Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis 13
Phase 1 - Deliverable 4: Digital Plan Room Configuration 14
Phase 2: User Acceptance Testing, Training & Go-Live Phase 15
Phase 2 - Deliverable 1: User Acceptance Testing (UAT) 16
Phase 2 - Deliverable 2: Administrative and Technical Training 17
Phase 2 - Deliverable 3: End User Training 18
Phase 2 - Deliverable 4: Agency Customer Enablement 20
Phase 2 - Deliverable 5: Production Planning & Go-Live Migration 21
Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support 22
Risk and Issue Management 23
Appendix B: Accela Record Types with Plan Reviews in Project Scope 25

Statement of Work

This Statement of Work ("SOW") dated as of the last date of signature below sets forth the scope and definition of the project-based professional services (collectively, the "Professional Services") to be provided by Accela, Inc. and City of Perris, CA ("Agency" or "Customer").

This SOW is issued pursuant to and governed by the terms and conditions of the Accela Subscription Services Agreement found at www.accela.com/terms ("Agreement").

In the event of a conflict between the SOW and the Agreement, the terms of the SOW shall prevail as to pricing, delivery dates, and description of the applicable Professional Services but will not prevail over, modify, or terminate any surviving provision of the Agreement. This SOW is effective as of the date that the SOW was last signed by the Customer and Accela ("SOW Effective Date").

Notwithstanding anything to the contrary, Accela is not assigning or licensing any intellectual property to Customer under this SOW and any SaaS products (e.g., Subscription Services) provided under this SOW are not subject to any acceptance.

Project Objective

To complete the ePermitHub Digital Plan Room components implementation into the Accela Civic Platform, including the Accela Citizen Access public portal. Upon completion, Customer staff will access integrated digital review capabilities, including automated digital signature validation, automated document and sheet versioning, collaborative issue management, and 2D electronic markups completely from within the Accela Civic Platform User Interface. In addition, the Customer's customers can easily submit plans and manage the corrections process, including adding resolution comments and uploading subsequent resubmittals, from within the ePermitHub public portal seamlessly embedded within the Customer's Accela Citizen Access portal.

Implementation Services Overview

Phase 1 - Implementation Phase

Phase 1 Deliverables:

1. Project kick-off and initiation
    - Project kick-off presentation
    - Establish a communication and project tracking plan.
    - Receive access to the customer's Accela Civic Platform environments

2. Digital Plan Room Cloud Provisioning
    - Verify that all Accela Civic Platform prerequisites are in place
    - Cloud Provisioning of the Digital Plan Room components into Customer's SUPP environment
    - Cloud Provisioning of the Digital Plan Room database

3. Digital Plan Room Configuration Analysis
    - Define configuration for each Plan Review record type
    - Determine all needed document types
    - Plan document upload configuration
    - Plan Digital Signatures validation configuration
    - Plan Accela workflow integration configuration points
    - Design final approved set cloning business logic
    - Determine Accela to Digital Plan Room role mappings
    - Determine Digital Plan Room disciplines configuration
    - Determine required Approval Stamps

4. Digital Plan Room Configuration
    - Configure Accela Civic Platform standard choices as defined in the previous Deliverable
    - Configure new Accela document types and associated business rules
    - Configure Digital Signature validation
    - Configure Digital Plan Room EMSE library and required scripts
    - Implement custom EMSE scripting as determined during Configuration Analysis
    - Design, create and configure Approval Stamps as determined during Configuration Analysis

Phase 2 - Training, User Acceptance & Go-Live Phase

Phase 2 Deliverables:

1. User Acceptance Testing (UAT)
    - Assist Customer in the UAT effort and validation of system configuration
    - Resolve issues resulting from Customer User Testing
    - Provide recommendation on testing strategy and best practices
    - Agree on UAT completion date and Go-Live date

2. Administrative and technical training
    - Digital Plan Room Administration training
    - Provide Administration Training Documentation

3. End-User Training
    - Digital Plan Room End User training
    - Provide End User training documentation

4. Agency Customer Enablement
    - Produce contextually relevant public-facing training and help web-based videos for licensed professionals, contractors, owners and the general public submitting plans
    - Produce public-facing User Guide for licensed professionals, contractors, owners, and the general public submitting plans

5. Go-Live Migration & Production Planning
    - Produce Go-Live Project Migration Plan
    - Produce Production Deployment Plan
    - Conduct web-based Agency customer training sessions

6. Post-Go-Live Support
    - Post-Go-Live support provided
    - Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 1: UAT" discovered during Post Go-Live support period
    - Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Project Assumptions

1. Company assumes the Customer will have the proper resources to implement the Digital Plan Room software.

2. Company assumes all Professional Services costs and work have been identified in the SOW. Any additional cost or work required for this project will be identified and requested through a Change Request process.

3. Company assumes the Customer has identified a dedicated Accela user-account to be used for communication between the ePermitHub and Accela software.

4. Company assumes the Customer will provide the appropriate staff to be trained on the software during the training periods outlined in the Project timeline.

5. Company assumes all the Customer's relevant Accela record types and workflows requiring plan review in scope for this project are already configured by Accela staff and then company will add plan review configuration.

6. Company assumes it will provide recommendations to the Customer for plan review related record types regarding record and workflow statuses most appropriate for the Digital Plan Room software.

7. Company assumes all standard choices required to integrate the software into the Customer's Accela configuration and software will be configured by the Company.

8. Company assumes the Customer will collaborate with Company on delivery of scripts required for the Digital Plan Room.

9. Company assumes Customer will verify that all Accela Civic Platform prerequisites are in place.

10. Company assumes that a historical data conversion into the Digital Plan Room will not be needed, and that manual procedures will be documented to import historical and in-flight records into the Digital Plan Room as necessary.

11. Travel & Expenses:
    a. There is no provision for travel expenses or travel time in this SOW because Agency does not need any onsite resources. Travel to the Agency will not be conducted unless a Change Order, inclusive of travel expense terms and conditions, is signed prior to travel commencing to cover the cost of the travel.

12. Projects Put On Hold: It is understood that sometimes Customer priorities are revised requiring the Customer to place the Company implementation on hold. The Customer must send a formal written request to the Company to put the project on hold. Delays of two (2) weeks or more that have a tangible impact on the Company's resource plan are subject to change order. If either party puts the project on hold for more than 90 days, the other party reserves the right to terminate the contract or negotiate new terms.

    When a Project is put on hold, at minimum, the Company will need to draft a Change Order to keep some of the Company project manager's time engaged in monitoring progress and in resourcing the project once it comes off hold. Other Change Order items may be needed

because of the delay. When a project goes on hold, project resources will be re-deployed, and the Company will need a forty-five (45) calendar day notice to re-staff the project. The Company cannot guarantee a Project Start Date until the Company resources are confirmed.

Should either party become non-responsive to the other party's communications for a term of 30 calendar days regarding the continuance of the project work, the other party can choose to cancel the remainder of the Statement of Work. If both parties desire to finish the project, a new Statement of Work may be negotiated at the standard rates.

13. Training Execution parameters are as follows:
    a. At the beginning of the project, the Customer selects and prepares the power-users who will be participating in the training and subsequently training end-users. Any switch in Customer internal resources may require the need for a project change request to account for missing time.
    b. In the event of onsite training, Customer provides suitable onsite facilities and equipment, such as access to network-connected training computers and monitors, to accommodate various training classes.
    c. In the event of offsite training, Customer ensures all remote class attendees have access to suitable equipment, such as access to internet-connected training computers and monitors, to accommodate various training classes.
    d. Ensure that users are proficient in using PCs in a Windows environment as a prerequisite for the course.
    e. Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course.
    f. Customer is responsible for printing all training materials developed by the Company for End-User Training.

14. Schedule and delivery are contingent on availability and access to Customer staff resources.

15. Any Professional Services associated with Accela, and other third-party products are not included in this Statement of Work and should be contracted directly through those products or their affiliates. The company will work closely with the Accela Project Manager to align and coordinate on schedule and deliverables per the contract.

Payment Terms & Delivery Schedule

Accela will perform the Professional Services for a Fixed-Fee price based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. Payment will be invoiced upon SOW signing.

Stage Title	Milestone	Acceptance Criteria (See Appendix A for details)
Phase 1.1	Project Kick-Off & Initiation	• Completion of the Project Kickoff Meeting • The company's access to the Customer's environment is set up
Phase 1.1	Digital Plan Room Installation/Provisioning	• All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly • Confirmation of ability to log in to Digital Plan Room software • Two [2] sandbox environments created
Phase 1.2	Digital Plan Room Configuration Analysis	• Completion of To-Be Analysis Sessions
Phase 1.2	Digital Plan Room Configuration	• The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 14 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.
Phase 2	User Acceptance Testing (UAT)	• Provide customer with UAT test script template for electronic plan review • Completion of up to two [2] weeks of UAT support by the Company • Completion of up to three [3] weeks UAT by the Customer

		• Resolution of all Critical and High defects by Company discovered during UAT by Customer
Phase 2	Administrative and Technical Training	• Execution of administrative and technical training courses
Phase 2	End User Training	• Execution of End User Training course to the Customer as described in Appendix A
Phase 2	Agency Customer Enablement	• Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics: o Plan Submittal o File Validation Overview o Response to Customer comments o Plan Re-submittal o • Execution of training for Customer's customers as described above
Phase 2	Production Planning & Go-Live Migration	• Go-Live Migration Plan document finalized • Production Plan document finalized • ePermitHub Digital Plan Room used in the Production environment for daily use
Phase 2	Post Go-Live Support	• Six [8] weeks of Post Go-Live support provided • Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period • Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted
		Total: $54,500.00

Estimated level of effort is based on (i) the nature and scope of the Services and associated tasks and artifacts, (ii) the expected staffing levels required to perform the scope, (iii) the Project Schedule, (iv) the Company and Customer's roles and responsibilities, and (v) the other assumptions as set forth in this SOW.

The Company's total Service hours and provided estimate are exclusive of taxes and expenses. This estimate is based on the information available at the time of signing and the assumptions, dependencies and constraints, and roles and responsibilities of the Parties, as stated in this SOW. The Company will not (i) exceed the total estimate amount without the prior approval of Customer and/or (ii) continue to

provide Services, after the total estimate has been reached, without the prior authorization of Customer. Should there be changes to the scope, timeline, or resources that increase the hours or costs needed to complete the Project, a Change Order may be required prior to project continuation. Please see Change Order details in the Assumptions section. Deliverable timelines are contingent upon timely compensation.

Expiration

The scope and terms of this SOW must be executed within sixty (60) calendar days of the date of this SOW. If the SOW is not executed within that timeframe, the current scope and terms can be renegotiated.

ACCEPTED BY: City of Perris, CA	
By:	
Name:	
Title:	
Date:	

ACCEPTED BY: Accela, Inc.	
By:	
Name:	
Title:	
Date:	

Appendix A: Detailed ePermitHub Digital Plan Room Project Plan

Project Plan Overview

The following section describes the specific activities and tasks that will be executed to meet the customer's business objectives and requirements. In support of the implementation effort as described above, the Company will provide the below-detailed implementation services. For each deliverable, a description and criteria for acceptance are provided.

Success Criteria

The definition of project success is crucial in setting appropriate expectations from the outset of a project. Success is defined for each phase of the project so the team can measure it as it iterates toward the final goal as follows:

- Phase 1: Analysis and configuration is complete and ready to start acceptance testing
- Phase 2: Acceptance testing and user training completed, go-live completed, post-go-live support completed

Phase 1: Implementation Phase

This phase aims to create a test Digital Plan Room deployment on the Accela Civic Platform that the Customer staff can use as a testbed for acceptance and feedback. During this phase, the main features of the Digital Plan Room deployment will be implemented into the Customer's Accela test environment. Each Deliverable in this phase defines a set of tasks to complete the implementation.

Phase 1 - Deliverable 1: Project Kick-Off and Initiation

Project initiation consists of project planning activities, project management, template creation tracking, establishing project issue tracking and communication methodology, and conducting the kickoff meeting.

As part of the initiation, the following tasks will be conducted:

- Establish a communication plan and create a task management dashboard in an acceptable repository.
- Identify team members who will be responsible for deliverable sign-off and document procedures.

- The customer creates an Accela user for Digital Plan Room Communication with Accela software.
- Review and adjust project scope based on additional findings, if necessary
- Conduct a project kickoff meeting to review project objectives, methodology, timeline, roles, and other key project elements.

The Project Kickoff Meeting includes a formal team presentation to review project objectives, methodology, timeline, roles and responsibilities, risks, and other key project elements with project stakeholders.

Company Responsibilities:

- Provide timely and appropriate responses to Customer's reasonable requests for information.
- Coordinate project planning activities.
- Complete Baseline Project Schedule and Project Kickoff Presentation deliverables with input from appropriate Customer Resources

Customer Responsibilities:

- Identifying and setting expectations with key resources and subject matter experts for ongoing participation in the project.
- Providing timely and appropriate responses to the Company's requests for project planning input and meeting logistics requests.
- Including Executive Project Sponsor in the Project Kickoff Meeting.
- Create an Accela user for Digital Plan Room Communication with Accela software.

Acceptance Criteria:

- Completion of the Project Kickoff Meeting
- The company's access to the Customer's environment is set up

Acceptance Review Period:

- Fourteen (14) business days

Phase 1 - Deliverable 2: Digital Plan Room Provisioning

During the cloud provisioning step, the Company team will review the Digital Plan Room cloud provisioning requirements with the Customer's technical team, including infrastructure and software prerequisites. Once the prerequisites are confirmed to be in place in the Customer's DEV environment, the Company will provision the Digital Plan Room software components and verify that they work properly. Documentation on the software setup architecture specific to the Customer will be provided to the Customer's technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's requests for information.
- Consulting with Customer resources to provide technical input and answer technical questions related to the requirements for the Digital Plan Room.
- Company will provision up to two [2] sandbox environments

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information
- Providing Company with Admin contact information to setup Customer's Admin account

Acceptance Criteria:

- All relevant components of the Digital Plan Room software provisioned on Customer's cloud infrastructure and deemed to be working properly
- Confirmation of ability to log in to Digital Plan Room software
- Two [2] sandbox environments created

Acceptance Review Period:

- Fourteen (14) business days

Phase 1 - Deliverable 3: Digital Plan Room Configuration Analysis

Configuration Analysis encompasses the activities necessary to define the optimal configuration of the Digital Plan Room and its integration points with the Accela Civic Platform, specifically to align with the Customer's plan review business processes. During this task, the Company team, with input from the Customer, will identify any details related to plan submittal, review, and approval, and provide appropriate configuration specifications for the following items:

- Determine configuration for each Plan Review record type
- Determine all needed document types
- Determine document upload configuration
- Determine Digital Signatures validation configuration
- Determine Accela workflow integration configuration points
- Determine final approved set cloning business logic
- Determine Accela to Digital Plan Room user role mappings
- Determine Digital Plan Room discipline configuration
- Determine required Approval Stamps

The project dashboard will document and keep track of all the Configuration Analysis tasks and determinations.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Interviewing staff to understand existing business processes
- Conducting to-be analysis sessions to capture the required business processes to be automated within the system
- Conducting meetings via email, web conference, and phone to gather and validate analysis input

Customer Responsibilities:

- Providing timely and appropriate responses to Company's requests for information.
- Making available the appropriate Customer key users and content experts to provide the required information, participate in the configuration analysis, and verify the accuracy of the documented workflows, input/output formats, and data elements
- Providing any existing business process documentation, including process flows; fee schedules; commonly used applications, reports, and forms; and other relevant information
- Scheduling participants and meeting locations for analysis activities

Acceptance Criteria:

- Completion of To-Be Analysis Sessions

Acceptance Review Period:

- Fourteen (14) business days

Phase 1 - Deliverable 4: Digital Plan Room Configuration

The Company will configure the Digital Plan Room and make any modifications to the Accela Civic Platform configuration based on the requirements and determinations agreed upon in Deliverable 3.

The following high-level tasks will be performed:

- Configure Accela Civic Platform standard choices for the Digital Plan Room as defined in the previous Deliverable
- Configure new Accela document types and associated business rules
- Configure Digital Signature validation
- Configure Digital Plan Room EMSE library and required scripts
- Implement custom EMSE scripting as determined during Configuration Analysis
- Design, create and configure Approval Stamps as determined during Configuration

Documentation on the software configuration specific to the Customer will be provided to the Customer's administrative and technical team for reference.

Company Responsibilities:

- Providing timely and appropriate responses to Customer's request for information
- Configuring the solution components as defined in the To-Be Analysis sessions

Customer Responsibilities

- Providing timely and appropriate responses to Company's requests for information
- Making available the appropriate Customer key users and content experts to participate in creating the system to learn about the system (knowledge transfer)
- Working with Company to verify that the system meets the requirements captured in the To-Be Analysis sessions

Acceptance Criteria:

- Configuration documentation provided to Customer
- The customer has 15 business days to conduct an initial review of the Digital Plan Room configuration. If no changes or comments are requested within 15 days, the deliverable is considered approved by the Customer. Upon delivery of the Customer's initial feedback from the initial review, Company will complete the necessary changes and updates. The second and final review will have 14 business days for acceptance. Upon delivery of Customer feedback from the second and final review, Company will complete the necessary changes and updates.

Acceptance Review Period:

- Fourteen (14) business days

Phase 2: User Acceptance Testing, Training & Go-Live Phase

In this phase, the test deployment will evolve into a fully functioning electronic plan review deployment, guided by feedback and input from Customer staff. The Customer's participants are given full access to the deployment created in the previous phase and will conduct "test" electronic plan review workflows using sample data and plans. During this phase, the team will simulate as many real-life conditions and project types as possible to understand the capabilities of the designed workflow. Customer staff will record any issues to be assessed and corrected as agreed by both parties. Additionally, training sessions are conducted for administrators and end-users, and any additional training documentation is also provided in this phase.

Phase 2 - Deliverable 1: User Acceptance Testing (UAT)

During UAT, the Company will assist the Customer in testing and validating the configuration and readiness for migration to production. A template test plan that includes general best practices will be provided to the Customer. In cooperation with the Customer, the test plan will be refined to align with the Customer's configuration and business use cases.

After the test plan is completed, the testing effort will commence. This effort will require a significant time commitment from the Customer. The Company will assist the Customer through UAT support and address and resolve issues identified during the UAT process as the Customer's staff carries out the test plan.

Once the entire team reaches a consensus and is confident in the solution, the configuration will be prepared for final migration to production and Go-Live. At this point, a specific Go-live date will be established. UAT will take up to eight [8] weeks, with two [2] to three [3] weeks estimated for UAT script development by the Company, two [2] to three [3] weeks of testing by the Customer, and two [2] weeks of Critical and High issue resolution by the Company. A change order is required to add more support if the Company's UAT support exceeds two [2] weeks.

For issues classified as Critical or High defects, a support ticket is opened with the company's engineering team using the company's Service Desk process for review and resolution. All Critical and High defects must be resolved before completing UAT. The following defines Critical and High defects:

- **Critical** – Major test case(s) are blocked from successful execution without an available workaround. During dry runs and formal test executions, a test critical defect must have an acceptable workaround or fix as soon as possible.
- **High** – Significant degradation in primary operational functions or performance/stability. No workaround is available. During dry-runs and formal test executions, a defect categorized as High requires a fix or acceptable workaround as soon as possible.
- **Medium** – Workaround available for total or partial loss of major operational functions. It has a marginal impact on major operational functions.
- **Low** – A system problem that does not prohibit the successful completion of a test. No significantly noticeable impact on system operations.

Company Responsibilities:

- Developing the User Acceptance test scripts
- Providing recommendations on testing strategy and best practices
- Supporting the Customer in up to two [2] weeks of UAT effort and the validation of the system configuration and its readiness for migration to production for active use
- Resolving all Critical and High defects discovered because of UAT activities

Customer Responsibilities:

- Providing timely and appropriate responses to the Company's request for information

- Making available the appropriate Customer key users and content experts to participate in UAT as defined and managed by Customer
- Utilizing the use cases documented in each Configuration Document Deliverable as the basis for the acceptance of this Deliverable
- Conducting up to three [3] weeks of UAT following the development of test scripts by Company

Acceptance Criteria:

- Creation of UAT scripts by Company
- Completion of up to two [2] weeks of UAT support by the Company
- Completion of up to three [3] weeks UAT by the Customer
- Resolution of all Critical and High defects by Company discovered during UAT by Customer

Acceptance Review Period:

- Fourteen (14) business days

Phase 2 - Deliverable 2: Administrative and Technical Training

The Company will provide training to the Customer's staff, focusing on the administrative and technical setup, as well as Digital Plan Room administration and configuration. The goal is to educate Customer staff in all aspects of the Digital Plan Room solution and ensure that they are confident before Go-Live.

The Company will provide remote training sessions that span 4 hours. Customer staff are responsible for selecting qualified users for the training, who are critical to project success. The following topics will be covered as part of the training session:

- Accela workflow integration
- Plans and Documents upload
- Digital Plan Room roles and mapping to Accela roles
- Digital Plan Room Standard Choices
- Digital Signatures validation
- Approval Stamps creation and deployment

Company Responsibilities:

- Coordinate with the Customer to define the training schedule and logistics
- Deliver training per the specific requirements listed above

Customer Responsibilities:

- Select and prepare the power-users who participate in the training and subsequently training end-users
- Arrange the time and qualified people for the training who are critical to the project success
- Provide suitable Customer facilities to accommodate various training classes

- Ensure that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensure that users are familiar with the use of standard Internet browsers as a prerequisite for the course
- Ensure that the users install prerequisite software prior to training

Acceptance Criteria:

- Execution of administrative and technical training courses

Acceptance Review Period:

- Fourteen (14) business days

Phase 2 - Deliverable 3: End User Training

The Company will undertake all necessary training to operate electronic plan review processes across relevant departments. Training materials and required training sessions will be developed and conducted.

The Company will provide the following onsite or remote training sessions to the Customer End Users (Users with non-administrative roles) within the same week:

- One [1] two-hour session for Intake Specialists/Permit Technicians with the same curriculum for each session
- Two [2] four-hour sessions for Plan Reviewers/Managers with the same curriculum for each session

It is recommended that each training session be recorded for reference.

The course curriculum is as follows:

Intake Specialists/Permit Technician Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Plan submittal from the customer perspective o Understanding the process, a customer will follow to submit an application and submit plans and supporting documents o Review the types of file validation & digital signature validation occurring during submittal and how to interpret any errors o Walkthrough file processing and reviewing the automated sheet numbering.

	• Resubmittal process from the customer perspective
	  ○ Reviewing & answering issues from a rejected plan set
	  ○ Completing the resubmittal of plan addressing the answered issues.

ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Plan submittal from a staff perspective when done in-house • High-level review of Plan Reviewer activities ○ Learn at a high-level the steps a plan reviewer will perform and how they affect what the customer will see in Accela Citizen Access

Plan Reviewers/Managers Curriculum

	Description
ePermitHub Digital Plan Room embedded into Accela Civic Platform Back Office	• Accela workflow and the digital plan room ○ Learn how the digital platform interacts with the Accela workflow

	• Completing a plan review
	  ○ Navigating the digital plan room
	  ○ Overview of the viewer and available tools
	  ○ Creating issues & markup
	  ○ Reviewing issues and filtering tools
	  ○ Sheet versioning
	  ○ Comparison tools
	  ○ Stamping
	• Rejecting plans & requesting revisions
	• Resubmittals & approving plans
	• Create print set

	• Overview of Intake Staff usage of the digital plan room ○ Plan submittal from a staff perspective when done in-house
ePermitHub Digital Plan Room embedded into Accela Citizen Access	• Overview of customer usage of digital plan room ○ Plan submittals and file validation & processing

	○ Reviewing and answering issues contextually from the plan markup

Company Responsibilities:

- Coordinating with the Customer to define training schedule and logistics
- Providing End User Training as described above

Customer Responsibilities:

- Selecting and preparing the power-users who will be participating in the training and subsequently training end-users
- Arranging the time and qualified people for the training who are critical to the project success
- Providing suitable Customer onsite facilities to accommodate various training classes
- Ensuring that users are proficient in using PC's in a Windows environment as a prerequisite for the course
- Ensuring that users are familiar with the use of standard Internet browsers as a prerequisite for the course

Acceptance Criteria:

- Execution of End User Training course to the Customer as described above

Acceptance Review Period:

- Fourteen (14) business days

Phase 2 - Deliverable 4: Agency Customer Enablement

In this context, the "Agency" (i.e., County, county, state, etc.) is the Company's customer, and the "Agency Customer" is the Agency's customers, such as the licensed professionals, owners and general public leveraging the ePermitHub Digital Plan Room embedded in Accela Citizen Access to:

- Submit their initial electronic plans and supporting documents
- Respond to Issues related to their plans created by Agency Plan Reviewers
- Resubmit corrected plan sheets (aka, digital slip sheets)
- Access and print approved documents of their plans

During Agency Customer Enablement, the Company co-presents webinar-based training with the Customer. The Customer publishes videos to a dedicated Digital Plan Room information page on the Customer's website.

Company Responsibilities:

- Provide three [2] web-based Agency Customer training sessions of one [1.5] hours each covering the following topics:
    - Plan Submittal
    - File Validation Overview
    - Response to Agency Correction comments
    - Plan Re-submittal

Customer Responsibilities:

- Creating a dedicated public-facing information web page for related Digital Plan Room videos
- Coordination of the external customer webinar scheduling, registration and launching of the training

Acceptance Criteria:

- Two [2] web-based Agency Customer training sessions of one [1.5] hour each completed covering the following topics:
    - Plan Submittal
    - File Validation Overview
    - Response to Customer comments
    - Plan Re-submittal
- Execution of training for Customer's customers as described above

Acceptance Review Period:

- Fourteen (14) business days

Phase 2 - Deliverable 5: Production Planning & Go-Live Migration

During Go-Live Migration & Production Planning the Company and Customer will work together to develop both Go-Live Migration and Production Planning documents. The Production Plan details the pre-installation, Accela back-office installation, and Accela Citizen Access installation activities for the Digital Plan Room. The Go-Live Migration Plan details how migration will take place from the Customer's existing plan review process/solution to the Digital Plan Room solution, including how to handle inflight plan review projects.

Company Responsibilities:

- Creating an initial draft of the Go-Live Migration Plan document
- Finalizing Go-Live Migration Plan document with Customer
- Creating an initial draft of the Production Plan document
- Finalizing Production Plan document with Customer

- Remote support during Go-Live

Customer Responsibilities:

- Providing feedback on the initial draft of the Go-Live Migration Plan document
- Providing feedback on the initial draft of the Production Plan document
- Providing technical and functional user support for pre and post-Go-Live planning, execution, and monitoring
- Providing timely and appropriate responses to Accela's request for information
- Assisting in the development of a Cutover checklist that details the critical tasks that must be accomplished prior to moving to Production
- Making available the appropriate Customer key users and content experts to participate in user acceptance testing as defined and managed by Agency

Acceptance Criteria:

- Go-Live Migration Plan document finalized
- ePermitHub Digital Plan Room used in the Production environment for daily use

Acceptance Review Period:

- Fourteen (14) business days

Phase 2 - Deliverable 6: Post-Go-Live and Transition to Company Support

Upon Go-Live, the Customer takes ownership of the solution in production and performs the Tier 1 and Tier 2 support functions covering Medium and Low defects as defined above in "Phase 2 - Deliverable 3: UAT". This deliverable consists of the Post Go-Live support assistance the Company provides (Tier 3) to address Critical and High issues, "Phase 2 - Deliverable 3: UAT", and provide consultative advice immediately following the move to Production for daily use.

Additionally, a formal meeting will be scheduled with the Customer, the Company Professional Services Team, and the Company Customer Support to transition support of future issues and questions from the Customer to the Company Customer Support program.

In terms of specific output, the following will be executed for this deliverable:

- 8-weeks of Post-Go-Live Support
- Finalized post-production issues list
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT"
- The transition of support from the Professional Services team to Customer Technical Support for ongoing support

Company Responsibilities:

- Daily 30-minute standing calls for first two [2] weeks following Go-Live
- Two 30-minute standing calls per week for the second two [2] weeks following Go-Live
- One 30-minute standing call per week for the third two weeks [2] following Go-Live
- Transfer ongoing support of the Customer to the Company Support program

Customer Responsibilities:

- Provide technical and functional user support for post-production support and monitoring
- Develop and maintain a Post Production Issues List
- Provide timely and appropriate responses to the Company's request for information
- Following the post-Go-Live support period, the Customer will submit Production technical support issues through the Company Service Desk process for review and resolution

Acceptance Criteria:

- Eight [8] weeks of Post Go-Live support provided
- Resolution of all Critical and High defects as defined above in "Phase 2 - Deliverable 3: UAT" discovered during Post Go-Live support period
- Transfer meeting regarding ongoing support of the Customer to the Company Support program conducted

Acceptance Review Period:

- Fourteen (14) business days

Risk and Issue Management

Project risks are characteristics, circumstances, or features of the project environment that may have an adverse effect on the project or the quality of its deliverables. Known risks identified with this project have been included below. A plan will be put into place to mitigate the impact of each risk on the project.

1. Current process As-Is documentation details are not enough to understand differences in future software state.
2. The gap analysis may identify additional functionality not represented during the pre-contracting process, causing an increase in scope and/or budget.
3. The integration scope is altered and extended, causing go-live issues.
4. Test plans not detailed enough to handle all business needs.
5. Equipment needed to run the software is not identified or available at the Customer site.
6. Customer staff availability for User Acceptance testing.

7. Customer staff availability for training.
8. Customer organizational change management not thorough enough to gain acceptance of new software.
9. Dependency on the Accela configuration that is required for the ePermitHub solution (i.e., configured base record types including fees, workflows, intake forms, etc.).

To mitigate and resolve project risks, the Company team will:

- Develop and maintain a Risk and Issues Management tracker to maintain collaboration between the Customer project leadership, Accela and Company implementation team.
- Work with the Customer in order to resolve or mitigate risks or issues with the objective of not compromising project deliverables
- Escalate Risks and Issues when necessary to the appropriate Customer team leadership

Appendix B: Accela Record Types with Plan Reviews in Project Scope

DEFERRED SUBMITTALS

- Commercial Deferred Submittal
- Industrial Deferred Submittal
- Residential Deferred Submittal

ENGINEERING

- Encroachment Permit
- Final Map
- Precise Grading Permit
- Rough Grading Permit

PERMITS – COMMERCIAL

- Certificate of Occupancy
- Commercial Alteration
- Commercial Block Wall
- Commercial Electrical
- Commercial Fire Inspection
- Commercial Fire Permit
- Commercial HVAC
- Commercial Miscellaneous
- Commercial New
- Commercial Panel Upgrade
- Commercial Plumbing
- Commercial Re-Roof
- Commercial Solar
- Commercial Tenant Improvement
- Electric Vehicle Supply Equipment (EVSE)
- Pool/Spa – Commercial
- Sign – Permanent

PERMITS – FIRE

- Commercial Fire Sprinkler
- Fire Alarm
- Fire Alteration
- Fire Incident Report
- Fire Life and Safety
- Fire Lines
- Fire Miscellaneous Permit
- High Piled Storage
- Knox Box

- Racking
- Residential Fire Sprinklers

PERMITS – INDUSTRIAL

- Certificate of Occupancy
- Industrial Alteration
- Industrial Electrical
- Industrial Fire Permit
- Industrial HVAC
- Industrial New
- Industrial Panel Upgrade
- Industrial Re-Roof

PERMITS – MOBILE HOME

- Mobile Home – Foundations Only
- Mobile Home – Installation
- Mobile Home – Low Profile
- Mobile Home – Park Installation
- Mobile Home – Site Prep

PERMITS – RESIDENTIAL

- Additional Dwelling Units
- Payoff Demand
- Pool/Spa – Residential
- Residential Alteration
- Residential Block Wall
- Residential Electrical
- Residential Fire Permit
- Residential HVAC
- Residential New
- Residential Panel Upgrade
- Residential Patio
- Residential Re-Roof
- Residential Utility
- Solar
- Water Heater

PLANNING – COMPREHENSIVE APPLICATION

- Administrative Development Plan Review
- Annexation
- Appeals
- Conditional Use Permit
- Development Plan Review

- General Plan Amendment
- Hearing Request
- Land Division Phase Plan
- Major Modification
- Minor Adjustment
- Minor Development Plan Review
- Minor Modification
- Planned Development Overlay
- Setback Adjustments
- Specific Plan
- Tentative Parcel Map
- Tentative Tract Map
- Variance
- Zone Text Amendment

PLANNING – MARIJUANA

- Marijuana Cultivation
- Marijuana Distribution
- Marijuana Manufacturing
- Marijuana Retail
- Marijuana Testing

PLANNING – OTHER APPLICATIONS

- Certificate of Compliance
- Day Care Permit
- Density Bonus Program
- Development Agreement
- Disestablishment or Diminishment
- Environmental Assessment
- Establishment or Enlargement
- Extension of Time
- Lot Line Adjustment
- Notice of Non-Renewal
- Offsite Landscaping–Irrigation
- Onsite Landscaping–Irrigation
- Ordinance Update
- Parcel Merger
- Planning Letter
- Preliminary Plan Review
- Public Convenience or Necessity
- Reversion to Acreage
- Revised Map
- Second Unit Permit

- Senate Bill 9
- Sign Review
- Small Zoning Map
- Street Naming
- Street Vacation
- Surface Mining Permit
- Temporary Use Permit
- Vested Tentative Map

STREET VENDOR PERMITS

- Food Truck
- Sidewalk Vendor

ATTACHMENT 2

2026 Subscription Terms & Agreement
with Accela, Inc. for ePermit Hub

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "***Agreement***") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "***Effective Date***") by and between Accela, Inc. and the entity identified in such Order ("***Customer***").

1. **DEFINITIONS.**

1.1 "***Accela System***" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "***Aggregate Data***" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "***Authorized User***" means one named employee, contractor, or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "***Consulting Services***" means packaged or time and materials consulting, review, training, or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant to an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "***Customer Data***" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "***Documentation***" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "***External Users***" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "***Intellectual Property Rights***" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "***Order***" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS.**

2.1 Right to Access. Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 Support Services & Service Availability. During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Software Support Services Policies (SaaS) and Service Availability and Security Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 Purchasing Consulting Services. Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 Restrictions on Use. Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations; and (vi) pay its Subscription fees in full for the Subscription Period.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order including as respecting Consulting Services, Subscription fees will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. At the end of each Subscription Period, the Customer will receive a renewal Order for the renewal Subscription Period, and such renewal fees will be due and payable on the first day of the renewal Subscription Period. Thereafter, Subscription fees for the renewal Subscription Period will be invoiced annually in advance throughout the Subscription Period, and such fees shall be due and payable on the first day of each annual period. All other invoices including those for Consulting Services shall be due and payable net thirty (30) from the date of the applicable invoice which will be remitted to Customer upon completion of applicable milestones set out in the Statement of Work. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. All Subscription Services fees are exclusive of any taxes, levies, duties, withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party without the use of the disclosing party's Confidential Information. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing

party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data, as defined above, and as entered into, applied in, or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to Customer Data as it is entered into the Subscription Services and Accela cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use, and disclose Aggregate Data, as defined above, derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All Aggregate Data collected, used, and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or

local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.**

Accela will indemnify, hold harmless and defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer and its officers, employees, agents, and representatives to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, or arising from any third party claim for bodily injury, death, or damage to tangible property (excluding software, data, or documentation) to the extent caused by the grossly negligent acts or willful misconduct of Accela or its officers, employees, agents, or representatives, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer by a court of competent jurisdiction or agreed to in settlement, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim, provided that Accela may not enter into any settlement that imposes any liability, admission of guilt, or ongoing obligation on Customer without Customer's prior written consent, and Customer may participate in the defense with counsel of its choosing at its own expense. In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be enjoined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS, BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF ACCELA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED TWO TIMES (2X) THE TOTAL AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF ACCELA'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 7 CUSTOMER'S BREACH OF SECTION 2, OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION

WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies, and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach, provided that Accela shall promptly notify Customer of any confirmed Security Breach of Customer Data of which Accela becomes aware and shall use commercially reasonable efforts to cooperate with Customer in responding to such incident. "Security Breach" means the confirmed unauthorized access by an unknown third party of the Customer Data that is stored in the Subscription Services. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("***Third Party Services***"), and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Services or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of the Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the full Subscription Period specified therein. Except as otherwise specified in the applicable Order, (a) if Customer desires to renew the Subscription Services at the end of the Subscription Period, Customer shall provide at least sixty (60) days' written notice of renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that

violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees for the non-compliant Services.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request, Accela will provide Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions, and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in Riverside County, California or the Central District of California, and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as

best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreed upon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals, or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void. This Agreement 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, facsimiles or digital. All such counterparts shall together constitute but one and the same Agreement.

13. **INSURANCE**. Accela shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to Customer, 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 the Customer:

(a) General Liability Insurance. 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, then the general aggregate limit shall be twice the occurrence limit.

(b) Cyber Liability. Technology professional liability errors & omissions insurance appropriate to Accela's profession and the Services hereunder with limits not less than $1,000,000 per claim/loss, and $1,000,000 in the aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Accela pursuant to this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information or data breach, theft, loss, damage or misuse, release of private information, extortion and network security. If coverage is maintained on a claims-made basis, Accela shall maintain such coverage for an additional period of three (3) years following termination of the Agreement. The insurance shall include the following coverage:

(i) Liability arising from the theft, dissemination and/or use of confidential or personally identifiable information; including credit monitoring and regulatory fines arising from such theft, dissemination or use of the confidential information.

(ii) Network security liability arising from the unauthorized use of, access to, or tampering with computer systems.

(iii) Liability arising from the failure of Accela's proprietary technology products (software) required under the contract for Accela to properly perform the services intended.

(iv) Electronic Media Liability arising from personal injury, plagiarism or misappropriation of ideas, domain name infringement or improper deep-linking or framing, and infringement or violation of intellectual property rights.

(v) Liability arising from the failure to render professional services as defined by industry standards appropriate to the technology being used.

(c) General Insurance Requirements.

The comprehensive general liability insurance shall be primary insurance and shall name Customer, its elected and appointed officers, employees and agents as additional insureds and any

insurance maintained by Customer or its officers, employees or agents may apply in excess of, and not contribute with Accela's insurance. Moreover, 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.

Accela shall provide that its comprehensive general liability insurance policy includes an endorsement requiring the insurer to provide the Customer with not less than ten (10) days' prior written notice of cancellation due to nonpayment of premium and thirty (30) days' prior written notice of cancellation for any other reason.

No services under this Agreement shall commence until Accela has provided Customer 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 Customer. Any failure to comply with the reporting or other provisions of the policies including breaches or warranties shall not affect coverage provided to Customer.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

Accela

In WITNESS WHERE OF, the parties have indicated their acceptance of the terms of this Agreement by their signatures below.

ACCELA, INC.	**CUSTOMER:**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTEST:

_____
Nancy Salazar, City Clerk

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

_____
Sunny K. Soltani, City Attorney
[pks; rjl]

Accela

9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Seth Roberts
Contact Phone:
Contact Email: sroberts@accela.com
Quote ID: Q-39455
Valid Through: 6/30/2026
Currency: USD

Order Form

Address Information

Bill To:

City of Perris Development Services Department
101 N. D Street
Perris, California 92570
United States

Ship To:

City of Perris Development Services Department
101 N. D Street
Perris, California, 92570
United States

Billing Name: Jorge Caballero
Billing Phone: (951) 943-5003 ext. 415
Billing Email: jcaballero@cityofperris.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePermitHub Digital Plan Room	Year 1	06/15/2026	04/01/2027	10	$30,000.00	1	$23,979.45
						TOTAL:	$23,979.45

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
ePermitHub Digital Plan Room	Year 2	04/02/2027	04/01/2028	12	$31,500.00	1	$31,500.00
						TOTAL:	$31,500.00

Pricing Summary

Period	Net Total
Year 1	$23,979.45
Year 2	$31,500.00
Total	**$55,479.45**

Additional Terms:

1. Notwithstanding anything to the contrary, this Order Form is governed by the terms and conditions in the (1) Accela Subscription Services Agreement, dated MM DD, 2026, for Subscription Services, (2) Enhanced Reporting Database (ERD) Policy at Accela Terms for ERD, and (3) Managed Application Services (MAS) Policy at Accela Terms for MAS (collectively, the "Agreement"). This Agreement supersedes and replaces in their entirety the Accela Subscription Terms and Conditions (Version 0114a) dated March 31, 2014 (SOF Number Q-01261), which shall terminate upon the Effective Date of this Agreement."

2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.

3. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.

4. If Customer has a prior agreement with Accela, and this purchase is co-terming with that prior agreement, if the start date on this Order Form is before the actual delivery date of the purchase, Accela may pro-rate this purchase so that it can co-term with the prior agreement.

5. If this Order Form is executed or returned to Accela by Customer after the Order State Date above, Accela may adjust the Order Start Date and Order End Date without increasing the total price based on the date Accela activates the products and provided that the total term length does not change.

6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.

7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer's existing licenses.

8. PermitRocket Software LLC - dba, ePermitHub ("ePermitHub") is a recent acquisition by Accela, Inc. and, as such, the ePermitHub products listed in this Order Form ("ePH Products") are not currently covered by Accela's SOCII or other security certifications provided herein. Nevertheless, the ePH Products are covered by commercially reasonable security processes and controls intended to safeguard the solution. With the above exceptions, ePH Products are subject to all other terms and conditions in this Order Form.

Signatures	
Accela, Inc.	**Customer**
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

CITY OF PERRIS

10.D.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Consideration to Adopt Resolution Number (next in order) approving the Project List for Fiscal Year 2026-27 Utilizing Road Maintenance and Rehabilitation Account (RMRA) Funds created by Senate Bill 1 (SB 1).

REQUESTED ACTION: That the City Council:

1) Adopt Resolution (next in order) approving the Project List for Fiscal Year 2026-27 Utilizing Road Maintenance and Rehabilitation Account (RMRA) Funds created by Senate Bill (SB 1); and
2) Authorize the City Engineer to submit the Adopted Resolution to the State of California.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

On April 28, 2017, the Governor signed Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 into law to address transportation funding shortfalls statewide, establishing the Road Maintenance and Rehabilitation Account (RMRA) in the State transportation Fund.

The RMRA emphasizes the importance of accountability and transparency provisions to ensure residents of the local municipalities are aware of the projects proposed for funding with SB 1 RMRA. The California Department of Transportation (Caltrans) and the California Transportation Commission (CTC) are the state agencies responsible for the review of the local agencies listing of proposed projects.

Planned and listed for the upcoming fiscal year, City has identified Perris Boulevard between Case Road and 4th Street, and Nuevo Road between I-215 and Murrieta Road (Project) as priority pavement rehabilitation corridors.

The City of Perris will receive an estimated $2,279,475.00 (forecast amount) of SB-1 RMRA funds in Fiscal Year 2026-27. The fund will be allocated to the Project upon adoption of the Resolution and its submittal to Caltrans and CTC.

Staff recommends that the City Council 1) Adopt Resolution (next in order) approving the Project List for Fiscal Year 2026-27 Utilizing Road Maintenance and Rehabilitation Account (RMRA)

Funds created by Senate Bill (SB 1); and 2) Authorize the City Engineer to submit the Adopted Resolution to the State of California.

BUDGET (or FISCAL) IMPACT:

The City will receive an estimated $2,279,475.00 in SB 1 RMRA funding in Fiscal Year 2026-27. This funding will be added to the City's Perris Boulevard and Nuevo Road Pavement Rehabilitation Project (CIP S157).

Prepared by: Brad Brophy, Assistant City Engineer

REVIEWED BY:

Assistant City Manager: HB
Assistant City Manager: ER
Director of Finance: mjs

Attachments:

1. Resolution (next in order)
2. SB 1 RMRA, Local Streets and Roads Projected Revenues FY 2026-27

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

ATTACHMENT 1

SB-1 RMRA Resolution No. XXXX

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2026-27 FUNDED BY SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 ("SB 1"), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Perris ("City") are aware of the projects proposed for funding in the City and which projects have been completed each fiscal year; and

WHEREAS, the City must adopt by resolution a list of projects proposed to receive fiscal year funding from the Road Maintenance and Rehabilitation Account ("RMRA"), created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City, will receive an estimated $2,279,475.00 in RMRA funding in Fiscal Year 2026-27 from SB 1; and

WHEREAS, this is the eleventh year in which the City is receiving SB 1 funding and will enable the City to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City has undergone a robust public process to ensure public input into its community's transportation priorities/the project list; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the City's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate approximately 5 miles of arterial roadways (Perris Boulevard and Nuevo Road) through the heart of the City for Fiscal Year 26/27.

WHEREAS, the 2023 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in an "at-risk" condition (PCI 50-70) and this revenue will help the City increase the overall quality of its road system and over the next decade will bring its streets and roads into a "good" condition; and

WHEREAS, the SB 1 project list and overall investment in the City's local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and attempts to utilize cutting-edge technology, materials and practices, will have significant positive citywide benefits.

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

1. The foregoing recitals are true and correct.

2. The following list of newly proposed projects will be funded in-part or solely with Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues:

Project Title: **Nuevo Road Pavement Rehabilitation**
Project Description: **Rehabilitate existing pavement along Nuevo Road**
Project Location: **Nuevo Road (between I-215 and Murrieta Road)**
Estimated Project Schedule: **September 2026 – March 2027**
Estimated Project Useful Life: **10 Years**

3. The following previously proposed and adopted projects may also utilize Fiscal Year 2026-27 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City is reaffirming to the public and the State its intent to fund these projects with Road Maintenance and Rehabilitation Account revenues:

Project Title: **Perris Boulevard Pavement Rehabilitation**
Project Description: **Rehabilitate existing pavement along Perris Boulevard**
Project Location: **Perris Boulevard (between Case Road and Ramona Expressway)**
Estimated Project Schedule: **September 2026 – March 2027**
Estimated Project Useful Life: **10 Years**

4. If any subsection, subdivision, paragraph, sentence, clause or phrase of this Resolution 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 Resolution 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.

5. The City Clerk shall certify as to the adoption of this Resolution.

6. This Resolution shall take effect immediately upon its adoption.

ADOPTED, SIGNED, and APPROVED this 28th day of April 2026.

_____

Mayor, Michael M. Vargas

ATTEST:

_____

City Clerk, Nancy Salazar

ATTACHMENT 2

SB-1 RMRA, Local Streets and Road Projected Revenue
FY 2026-27

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide r
Estimated January 2026

	2025-26			2026-27		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
PLACER COUNTY						
AUBURN	401,570	364,354	765,924	408,876	386,282	795,158
COLFAX	64,316	52,905	117,221	65,377	56,089	121,466
LINCOLN	1,571,707	1,442,912	3,014,619	1,600,638	1,529,751	3,130,389
LOOMIS	201,497	180,152	381,649	205,109	190,994	396,104
ROCKLIN	2,105,201	1,936,551	4,041,752	2,144,029	2,053,098	4,197,128
ROSEVILLE	4,548,121	4,194,662	8,742,783	4,632,226	4,447,108	9,079,334
County of Placer	15,342,259	12,455,628	27,797,887	15,596,311	13,205,242	28,801,553
Total Cities & County: Placer	24,234,671	20,627,164	44,861,835	24,652,566	21,868,565	46,521,131
PLUMAS COUNTY						
PORTOLA	214,005	55,869	269,874	215,058	59,232	274,289
County of Plumas	2,943,845	2,957,686	5,901,531	2,981,212	3,135,688	6,116,900
Total City & County: Plumas	3,157,850	3,013,555	6,171,405	3,196,270	3,194,920	6,391,190
RIVERSIDE COUNTY						
BANNING	925,206	845,554	1,770,760	942,170	896,442	1,838,612
BEAUMONT	1,721,190	1,580,217	3,301,407	1,752,894	1,675,318	3,428,212
BLYTHE	546,241	496,974	1,043,215	556,212	526,883	1,083,095
CALIMESA	322,457	290,964	613,421	328,295	308,475	636,770
CANYON LAKE	324,346	292,711	617,057	330,219	310,327	640,546
CATHEDRAL CITY	1,490,592	1,366,982	2,857,575	1,518,018	1,449,251	2,967,269
COACHELLA	1,281,105	1,174,656	2,455,761	1,304,672	1,245,350	2,550,022
CORONA	4,569,999	4,212,208	8,782,208	4,654,508	4,465,711	9,120,219
DESERT HOT SPRINGS	962,785	880,304	1,843,088	980,446	933,283	1,913,729
EASTVALE	2,010,003	1,847,282	3,857,285	2,047,064	1,958,457	4,005,521
HEMET	2,643,524	2,433,102	5,076,625	2,692,339	2,579,533	5,271,871
INDIAN WELLS	144,954	128,676	273,631	147,536	136,421	283,956
INDIO	2,660,839	2,449,113	5,109,953	2,709,975	2,596,508	5,306,483
JURUPA VALLEY	3,046,543	2,803,463	5,850,006	3,102,788	2,972,184	6,074,972
LAKE ELSINORE	2,124,028	1,952,722	4,076,750	2,163,205	2,070,242	4,233,447
LA QUINTA	1,121,172	1,026,765	2,147,937	1,141,772	1,088,559	2,230,331
MENIFEE	3,315,235	3,051,924	6,367,159	3,376,465	3,235,597	6,612,062
MORENO VALLEY	6,048,721	5,579,587	11,628,309	6,160,663	5,915,383	12,076,046
MURRIETA	3,214,290	2,958,579	6,172,869	3,273,647	3,136,635	6,410,282
NORCO	772,914	704,730	1,477,644	787,053	747,142	1,534,196
PALM DESERT	1,500,009	1,375,689	2,875,698	1,527,609	1,458,482	2,986,091
PALM SPRINGS	1,283,738	1,177,090	2,460,829	1,307,354	1,247,931	2,555,285
PERRIS	2,337,453	2,150,077	4,487,530	2,380,590	2,279,475	4,660,064

CaliforniaCityFinance.com

Local Streets and Roads - Projected Revenues

Based on State Dept of Finance statewide r
Estimated January 2026

	2025-26			2026-27		
	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL	Hwy Users Tax Account	Road Mntnc Rehab Acct	TOTAL
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BLYTHE	546,241	496,974	1,043,215	556,212	526,883	1,083,095
CALIMESA	322,457	290,964	613,421	328,295	308,475	636,770
CANYON LAKE	324,346	292,711	617,057	330,219	310,327	640,546
CATHEDRAL CITY	1,490,592	1,366,982	2,857,575	1,518,018	1,449,251	2,967,269
COACHELLA	1,281,105	1,174,656	2,455,761	1,304,672	1,245,350	2,550,022
CORONA	4,569,999	4,212,208	8,782,208	4,654,508	4,465,711	9,120,219
DESERT HOT SPRINGS	962,785	880,304	1,843,088	980,446	933,283	1,913,729
EASTVALE	2,010,003	1,847,282	3,857,285	2,047,064	1,958,457	4,005,521
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INDIAN WELLS	144,954	128,676	273,631	147,536	136,421	283,956
INDIO	2,660,839	2,449,113	5,109,953	2,709,975	2,596,508	5,306,483
JURUPA VALLEY	3,046,543	2,803,463	5,850,006	3,102,788	2,972,184	6,074,972
LAKE ELSINORE	2,124,028	1,952,722	4,076,750	2,163,205	2,070,242	4,233,447
LA QUINTA	1,121,172	1,026,765	2,147,937	1,141,772	1,088,559	2,230,331
MENIFEE	3,315,235	3,051,924	6,367,159	3,376,465	3,235,597	6,612,062
MORENO VALLEY	6,048,721	5,579,587	11,628,309	6,160,663	5,915,383	12,076,046
MURRIETA	3,214,290	2,958,579	6,172,869	3,273,647	3,136,635	6,410,282
NORCO	772,914	704,730	1,477,644	787,053	747,142	1,534,196
PALM DESERT	1,500,009	1,375,689	2,875,698	1,527,609	1,458,482	2,986,091
PALM SPRINGS	1,283,738	1,177,090	2,460,829	1,307,354	1,247,931	2,555,285
PERRIS	2,337,453	2,150,077	4,487,530	2,380,590	2,279,475	4,660,064

CITY OF PERRIS

10.E.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Consideration to Approve TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164, in the amount of $2,000,000.00 between the City of Perris and Western Riverside Council of Governments (WRCOG) for Perris Boulevard Widening Phase 2, between 4th Street and Case Road (CIP S120).

REQUESTED ACTION: That the City Council:

1) Approve the TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164, in the amount of $2,000,000.00 between the City of Perris and the Western Riverside Council of Governments (WRCOG) for the Perris Boulevard Widening Phase 2, between 4th Street and Case Road; and
2) Authorize the City Manager to execute the TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164, in the amount of $2,000,000.00, approved as to form by City Attorney.

CONTACT: John Pourkazemi, City Engineer

BACKGROUND/DISCUSSION:

In 2018, the City of Perris completed Phase 1 of the Perris Boulevard Widening Project which increased the corridor between Nuevo Road and 4th Street from 2 lanes to 4 lanes. The City utilized approximately $2.97M of Western Riverside Council of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF) funding to complete the Phase 1 improvements.

Perris Boulevard Widening, Phase 2, between 4th Street and Case Road is part of the WRCOG TUMF network with a maximum TUMF share of approximately $3.32M remaining.

In Spring 2025, Engineering staff requested $2,000,000.00 of TUMF funding for the Right of Way Phase of Phase 2 of the Perris Boulevard Widening Project, through the 2025/2026 Annual TUMF Central Zone Five-Year Transportation Improvement Program (TIP) budget process. The funding request was approved by the WRCOG Executive Committee on February 2, 2026. The ratification of the City Council for TUMF funding/reimbursement agreement will allow the Engineering Department to move forward with the planned Right of Way Phase, widening Perris Boulevard to four (4) lanes between 4th Street to Case Road.

Therefore, staff recommends that the City Council 1) Approve the TUMF Funding Reimbursement Agreement 13-CN-PER-1164, in the amount of $2,000,000.00, between the City of Perris and Western Riverside Council of Governments (WRCOG) for the Perris Boulevard Widening Phase 2, between 4th Street and Case Road; and 2) Authorize the City Manager to execute the TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164, in the amount of $2,000,000.00, approved as to form by City Attorney.

BUDGET (or FISCAL) IMPACT:

There is no impact to the General Fund. The TUMF Funding in the amount $2,000,000.00 will be included in CIP S120.

Prepared by: Brad Brophy, Assistant City Engineer

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

1. Vicinity Map
2. WRCOG TUMF Funding/Reimbursement Agreement No. 13-CN-PER-1164

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

ATTACHMENT 1

VICINITY MAP

Phase 1
completed
in 2018
Phase 2
(This Agreement)
NUEVO RD
MILDRED ST
JARVIS ST
PERRIS BLVD
SAN JACINTO AVE
4TH STREET
7TH STREET
11TH STREET
CASE RD
ELLIS AVE
N

ATTACHMENT 2

WRCOG TUMF FUNDING REIMBURSEMENT
AGREEMENT NO. 13-CN-PER-1164

TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AGREEMENT TO REIMBURSE TUMF FUNDS
PERRIS BLVD. WIDENING, PHASE II (I-215 TO CASE RD.)
RIGHT OF WAY

THIS REIMBURSEMENT AGREEMENT ("Agreement") is entered into as of this _____day of _____, 2026, by and between the Western Riverside Council of Governments ("WRCOG"), a California joint powers authority and **CITY OF PERRIS**, a California municipal corporation ("AGENCY"). WRCOG and AGENCY are sometimes hereinafter referred to individually as "Party" and collectively as "Parties."

RECITALS

A. WRCOG is the Administrator of the Transportation Uniform Mitigation Fee Program of Western Riverside County ("TUMF Program").

B. WRCOG has identified and designated certain transportation improvement projects throughout Western Riverside County as projects of regional importance ("Qualifying Projects" or "Projects"). The Qualifying Projects are more specifically described in that certain WRCOG study titled "TUMF Nexus Study," as may be amended from time to time. Qualifying Projects can have Regional or Zonal significance as further described in the TUMF Nexus Study.

C. The TUMF Program is funded by TUMF fees paid by new development in Western Riverside County (collectively, "TUMF Program Funds"). TUMF Program Funds are held in trust by WRCOG for the purpose of funding the Qualifying Projects.

D. The AGENCY proposes to implement a Qualifying Project, and it is the purpose of this Agreement to identify the project and to set forth the terms and conditions by which WRCOG will release TUMF Program Funds.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and subject to the conditions contained herein, the Parties hereby agree as follows:

1. Description of the Qualifying Project. This Agreement is intended to distribute TUMF Program Funds to the AGENCY for Perris Blvd. Widening, Phase II, (the "Project"), a Qualifying Project. The Work, including a timetable and a detailed scope of work, is more fully described in Exhibit "A" attached hereto and incorporated herein by reference and, pursuant to Section 20 below, is subject to modification if requested by the AGENCY and approved by WRCOG. The work shall be consistent with one or more of the defined WRCOG Call for Projects phases detailed herein as follows:

1) PA&ED – Project Approvals & Environmental Document
2) PS&E – Plans, Specifications and Estimates
3) R/W – Right of Way Acquisition and Utility Relocation
4) CON – Construction

2. WRCOG Funding Amount. WRCOG hereby agrees to distribute to AGENCY, on the terms and conditions set forth herein, a sum not to exceed **Two Million Dollars ($2,000,000.00),** to be used for reimbursing the AGENCY for eligible Project expenses as described in Section 3 herein ("Funding Amount"). The Parties acknowledge and agree that the Funding Amount may be less than the actual cost of the Project. Nevertheless, the Parties acknowledge and agree that WRCOG shall not be obligated to contribute TUMF Program Funds in excess of the maximum TUMF share identified in the TUMF Nexus Study ("Maximum TUMF Share"), as may be amended from time to time.

3. Project Costs Eligible for Advance/Reimbursement. The total Project costs ("Total Project Cost") may include the following items, provided that such items are included in the scope of work attached hereto as Exhibit "A" ("Scope of Work"): (1) AGENCY and/or consultant costs associated with direct Project coordination and support; (2) funds expended in preparation of preliminary engineering studies; (3) funds expended for preparation of environmental review documentation for the Project; (4) all costs associated with right-of-way acquisition, including right-of-way engineering, appraisal, acquisition, legal costs for condemnation procedures if authorized by the AGENCY, and costs of reviewing appraisals and offers for property acquisition; (5) costs reasonably incurred if condemnation proceeds; (6) costs incurred in the preparation of plans, specifications, and estimates by AGENCY or consultants; (7) AGENCY costs associated with bidding, advertising and awarding of the Project contracts; (8) construction costs, including change orders to construction contract approved by the AGENCY; (9) construction management, field inspection and material testing costs; and (10) any AGENCY administrative cost to deliver the Project.

4. Ineligible Project Costs. The Total Project Cost shall not include the following items which shall be borne solely by the AGENCY without reimbursement: (1) any AGENCY administrative fees attributed to the reviewing and processing of the Project; and (2) expenses for items of work not included within the Scope of Work in Exhibit "A".

5. Procedures for Distribution of TUMF Program Funds to AGENCY.

(a) Initial Payment by the AGENCY. The AGENCY shall be responsible for initial payment of all the Project costs as they are incurred. Following payment of such Project costs, the AGENCY shall submit invoices to WRCOG requesting reimbursement of eligible Project costs. Each invoice shall be accompanied by detailed contractor invoices, or other demands for payment addressed to the AGENCY, and documents evidencing the AGENCY's payment of the invoices or demands for payment. Documents evidencing the AGENCY'S payment of the invoices shall be retained for four (4) years and shall be made available for review by WRCOG. The AGENCY shall submit invoices not more often than monthly and not less often than quarterly.

(b) Review and Reimbursement by WRCOG. Upon receipt of an invoice from the AGENCY, WRCOG may request additional documentation or explanation of the Project costs for which reimbursement is sought. Undisputed amounts shall be paid by WRCOG to the AGENCY within thirty (30) days. In the event that WRCOG disputes the eligibility of the AGENCY for reimbursement of all or a portion of an invoiced amount, the Parties shall meet and confer in an attempt to resolve the dispute. If the meet and confer process is unsuccessful in

resolving the dispute, the AGENCY may appeal WRCOG's decision as to the eligibility of one or more invoices to WRCOG's Executive Director. The WRCOG Executive Director shall provide his/her decision in writing. If the AGENCY disagrees with the Executive Director's decision, the AGENCY may appeal the decision of the Executive Director to the full WRCOG Executive Committee, provided the AGENCY submits its request for appeal to WRCOG within ten (10) days of the Executive Director's written decision. The decision of the WRCOG Executive Committee shall be final. Additional details concerning the procedure for the AGENCY's submittal of invoices to WRCOG and WRCOG's consideration and payment of submitted invoices are set forth in Exhibit "B", attached hereto and incorporated herein by reference.

(c) Funding Amount/Adjustment. If a post Project audit or review indicates that WRCOG has provided reimbursement to the AGENCY in an amount in excess of the Maximum TUMF Share of the Project, or has provided reimbursement of ineligible Project costs, the AGENCY shall reimburse WRCOG for the excess or ineligible payments within 30 days of notification by WRCOG.

6. Increases in Project Funding. The Funding Amount may, in WRCOG's sole discretion, be augmented with additional TUMF Program Funds if the TUMF Nexus Study is amended to increase the maximum eligible TUMF share for the Project. Any such increase in the Funding Amount must be approved in writing by WRCOG's Executive Director. In no case shall the amount of TUMF Program Funds allocated to the AGENCY exceed the then-current maximum eligible TUMF share for the Project. No such increased funding shall be expended to pay for any Project already completed. For purposes of this Agreement, the Project or any portion thereof shall be deemed complete upon its acceptance by WRCOG's Executive Director which shall be communicated to the AGENCY in writing.

7. No Funding for Temporary Improvements. Only segments or components of the construction that are intended to form part of or be integrated into the Project may be funded by TUMF Program Funds. No improvement which is temporary in nature, including but not limited to temporary roads, curbs, tapers or drainage facilities, shall be funded with TUMF Program Funds, except as needed for staged construction of the Project.

8. AGENCY's Funding Obligation to Complete the Project. In the event that the TUMF Program Funds allocated to the Project represent less than the total cost of the Project, the AGENCY shall provide such additional funds as may be required to complete the Project.

9. AGENCY's Obligation to Repay TUMF Program Funds to WRCOG; Exception For PA&ED Phase Work. Except as otherwise expressly excepted within this paragraph, in the event that: (i) the AGENCY, for any reason, determines not to proceed with or complete the Project or (ii) the Project is not timely completed, subject to any extension of time granted by WRCOG pursuant to the terms of this Agreement, the AGENCY agrees that any TUMF Program Funds that were distributed to the AGENCY for the Project shall be repaid in full to WRCOG, and the Parties shall enter into good faith negotiations to establish a reasonable repayment schedule and repayment mechanism. If the Project involves work pursuant to a PA&ED phase, AGENCY shall not be obligated to repay TUMF Program Funds to WRCOG relating solely to PA&ED phase work performed for the Project.

10. AGENCY's Local Match Contribution. AGENCY local match funding is not required, as shown in Exhibit "A" and as called out in the AGENCY's Project Nomination Form submitted to WRCOG in response to its Call for Projects.

11. Term/Notice of Completion. The term of this Agreement shall be from the date first herein above written until the earlier of the following: (i) the date WRCOG formally accepts the Project as complete, pursuant to Section 6; (ii) termination of this Agreement pursuant to Section 15; or (iii) the AGENCY has fully satisfied its obligations under this Agreement. All applicable indemnification provisions of this Agreement shall remain in effect following the termination of this Agreement.

12. Representatives of the Parties. WRCOG's Executive Director, or his or her designee, shall serve as WRCOG's representative and shall have the authority to act on behalf of WRCOG for all purposes under this Agreement. The AGENCY hereby designates the City Engineer, or his or her designee, as the AGENCY's representative to WRCOG. The AGENCY's representative shall have the authority to act on behalf of the AGENCY for all purposes under this Agreement and shall coordinate all activities of the Project under the AGENCY's responsibility. The AGENCY shall work closely and cooperate fully with WRCOG's representative and any other agencies which may have jurisdiction over or an interest in the Project.

13. Expenditure of Funds by AGENCY Prior to Execution of Agreement. Nothing in this Agreement shall be construed to prevent or preclude the AGENCY from expending funds on the Project prior to the execution of the Agreement, or from being reimbursed by WRCOG for such expenditures. However, the AGENCY understands and acknowledges that any expenditure of funds on the Project prior to the execution of the Agreement is made at the AGENCY's sole risk, and that some expenditures by the AGENCY may not be eligible for reimbursement under this Agreement.

14. Review of Services. The AGENCY shall allow WRCOG's Representative to inspect or review the progress of the Project at any reasonable time in order to determine whether the terms of this Agreement are being met.

15. Termination.

(a) Notice. Either WRCOG or AGENCY may, by written notice to the other party, terminate this Agreement, in whole or in part, in response to a material breach hereof by the other Party, by giving written notice to the other party of such termination and specifying the effective date thereof. The written notice shall provide a 30 day period to cure any alleged breach. During the 30 day cure period, the Parties shall discuss, in good faith, the manner in which the breach can be cured.

(b) Effect of Termination. In the event that the AGENCY terminates this Agreement, the AGENCY shall, within 180 days, repay to WRCOG any unexpended TUMF Program Funds provided to the AGENCY under this Agreement and shall complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. In the event that WRCOG terminates this Agreement, WRCOG shall, within 90 days, distribute to the AGENCY TUMF Program Funds in an amount equal to the aggregate total of all unpaid invoices

which have been received from the AGENCY regarding the Project at the time of the notice of termination; provided, however, that WRCOG shall be entitled to exercise its rights under Section 5(b), including but not limited to conducting a review of the invoices and requesting additional information. Upon such termination, the AGENCY shall, within 180 days, complete any portion or segment of work for the Project for which TUMF Program Funds have been provided. This Agreement shall terminate upon receipt by the non-terminating Party of the amounts due to it hereunder and upon completion of the segment or portion of Project work for which TUMF Program Funds have been provided.

(c) Cumulative Remedies. The rights and remedies of the Parties provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.

16. Prevailing Wages. The AGENCY and any other person or entity hired to perform services on the Project are alerted to the requirements of California Labor Code Sections 1770 et seq., which would require the payment of prevailing wages were the services or any portion thereof determined to be a public work, as defined therein. The AGENCY shall ensure compliance with these prevailing wage requirements by any person or entity hired to perform the Project. The AGENCY shall defend, indemnify, and hold harmless WRCOG, its officers, employees, consultants, and agents from any claim or liability, including without limitation attorneys, fees, arising from its failure or alleged failure to comply with California Labor Code Sections 1770 et seq.

17. Progress Reports. WRCOG may request the AGENCY to provide WRCOG with progress reports concerning the status of the Project.

18. Indemnification.

(a) AGENCY Responsibilities. In addition to the indemnification required under Section 16, the AGENCY agrees to indemnify and hold harmless WRCOG, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of the AGENCY or its subcontractors. The AGENCY will reimburse WRCOG for any expenditures, including reasonable attorneys' fees, incurred by WRCOG, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of the AGENCY.

(b) WRCOG Responsibilities. WRCOG agrees to indemnify and hold harmless the AGENCY, its officers, agents, consultants, and employees from any and all claims, demands, costs or liability arising from or connected with all activities governed by this Agreement including all design and construction activities, due to negligent acts, errors or omissions or willful misconduct of WRCOG or its sub-consultants. WRCOG will reimburse the AGENCY for any expenditures, including reasonable attorneys' fees, incurred by the AGENCY, in defending against claims ultimately determined to be due to negligent acts, errors or omissions or willful misconduct of WRCOG.

(c) Effect of Acceptance. The AGENCY shall be responsible for the professional quality, technical accuracy and the coordination of any services provided to complete the Project. WRCOG's review, acceptance or funding of any services performed by the AGENCY or any other person or entity under this Agreement shall not be construed to operate as a waiver of any rights WRCOG may hold under this Agreement or of any cause of action arising out of this Agreement. Further, the AGENCY shall be and remain liable to WRCOG, in accordance with applicable law, for all damages to WRCOG caused by the AGENCY's negligent performance of this Agreement or supervision of any services provided to complete the Project.

19. Insurance. The AGENCY shall require, at a minimum, all persons or entities hired to perform the Project to obtain, and require their subcontractors to obtain, insurance of the types and in the amounts described below and satisfactory to the AGENCY and WRCOG. Such insurance shall be maintained throughout the term of this Agreement, or until completion of the Project, whichever occurs last.

(a) Commercial General Liability Insurance. Occurrence version commercial general liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to the Project or be no less than two times the occurrence limit. Such insurance shall:

(i) Name WRCOG and AGENCY, and their respective officials, officers, employees, agents, and consultants as insured with respect to performance of the services on the Project and shall contain no special limitations on the scope of coverage or the protection afforded to these insured;

(ii) Be primary with respect to any insurance or self-insurance programs covering WRCOG and AGENCY, and/or their respective officials, officers, employees, agents, and consultants; and

(iii) Contain standard separation of insured provisions.

(b) Business Automobile Liability Insurance. Business automobile liability insurance or equivalent form with a combined single limit of not less than $1,000,000.00 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.

(c) Professional Liability Insurance. Errors and omissions liability insurance with a limit of not less than $1,000,000.00 Professional liability insurance shall only be required of design or engineering professionals.

(d) Workers' Compensation Insurance. Workers' compensation insurance with statutory limits and employers' liability insurance with limits of not less than $1,000,000.00 each accident.

20. Project Amendments. Changes to the characteristics of the Project, including the deadline for Project completion, and any responsibilities of the AGENCY or WRCOG may be requested in writing by the AGENCY and are subject to the approval of WRCOG's Representative,

which approval will not be unreasonably withheld, provided that extensions of time for completion of the Project shall be approved in the sole discretion of WRCOG's Representative. Nothing in this Agreement shall be construed to require or allow completion of the Project without full compliance with the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.;* "CEQA") and the National Environmental Policy Act of 1969 (42 USC 4231 *et seq.*), if applicable, but the necessity of compliance with CEQA and/or NEPA shall not justify, excuse, or permit a delay in completion of the Project.

21. Conflict of Interest. For the term of this Agreement, no member, officer or employee of the AGENCY or WRCOG, during the term of his or her service with the AGENCY or WRCOG, as the case may be, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

22. Limited Scope of Duties. WRCOG's and the AGENCY's duties and obligations under this Agreement are limited to those described herein. WRCOG has no obligation with respect to the safety of any Project performed at a job site. In addition, WRCOG shall not be liable for any action of AGENCY or its contractors relating to the condemnation of property undertaken by AGENCY or construction related to the Project.

23. Books and Records. Each party shall maintain complete, accurate, and clearly identifiable records with respect to costs incurred for the Project 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.

24. Equal Opportunity Employment. The Parties represent that they are equal opportunity employers and they shall not discriminate against any employee or applicant of reemployment because of race, religion, color, national origin, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

25. Governing Law. This Agreement shall be governed by and construed with the laws of the State of California.

26. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

27. Time of Essence. Time is of the essence for each and every provision of this Agreement.

28. Headings. Article and Section Headings, paragraph captions or marginal headings contained in this Agreement are for convenience only and shall have no effect in the construction or interpretation of any provision herein.

29. Public Acknowledgement. The AGENCY agrees that all public notices, news releases, information signs and other forms of communication shall indicate that the Project is being cooperatively funded by the AGENCY and WRCOG TUMF Program Funds.

30. No Joint Venture. This Agreement is for funding purposes only and nothing herein shall be construed to make WRCOG a party to the construction of the Project or to make it a partner or joint venture with the AGENCY for such purpose.

31. Compliance With the Law. The AGENCY shall comply with all applicable laws, rules and regulations governing the implementation of the Qualifying Project, including, where applicable, the rules and regulations pertaining to the participation of businesses owned or controlled by minorities and women promulgated by the Federal Highway Administration and the Federal Department of Transportation.

32. Notices. All notices hereunder and communications regarding interpretation of the terms of this Agreement or changes thereto shall be provided by the mailing thereof by registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

If to AGENCY:
City of Perris
101 N. D Street
Perris, CA 92570
Attn: City Manager
Telephone: 951-943-6100, Ext 272
Facsimile: 951-943-4246

If to WRCOG:
Western Riverside Council of Governments
1955 Chicago Avenue; Suite 200
Riverside, California 92507
Attention: Executive Director
Telephone: (951) 405-6710
Facsimile: (951) 223-9720

Any notice so given shall be considered served on the other party three (3) days after deposit in the U.S. mail, first class postage prepaid, return receipt requested, and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred regardless of the method of service.

33. Integration; Amendment. This Agreement contains the entire agreement between the PARTIES. Any agreement or representation respecting matters addressed herein that are not expressly set forth in this Agreement is null and void. This Agreement may be amended only by mutual written agreement of the PARTIES.

34. Severability. If any term, provision, condition or covenant of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

35. Conflicting Provisions. In the event that provisions of any attached appendices or exhibits conflict in any way with the provisions set forth in this Agreement, the language, terms and conditions contained in this Agreement shall control the actions and obligations of the Parties and the interpretation of the Parties' understanding concerning the Agreement.

36. Independent Contractors. Any person or entities retained by the AGENCY or any contractor shall be retained on an independent contractor basis and shall not be employees of WRCOG. Any personnel performing services on the Project shall at all times be under the exclusive direction and control of the AGENCY or contractor, whichever is applicable. The AGENCY or contractor shall pay all wages, salaries and other amounts due such personnel in connection with their performance of services on the Project and as required by law. The AGENCY or consultant shall be responsible for all reports and obligations respecting such personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance and workers' compensation insurance.

37. Effective Date. This Agreement shall not be effective until executed by both Parties. The failure of one party to execute this Agreement within forty-five (45) days of the other party executing this Agreement shall render any execution of this Agreement ineffective.

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

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

40. Electronic Signatures. Each Party to this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement as well as any amendments to this Agreement . The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this Section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives to be effective on the day and year first above-written.

WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS

By:_____ Date:_____
Dr. Kurt Wilson
Executive Director

Approved to Form:

By:_____ Date:_____
Steven C. DeBaun
General Counsel

CITY OF PERRIS

By: _____ Date:_____
Clara Miramontes
City Manager

Attest:

_____
Nancy Salazar, City Clerk

Approved to Form:

By:_____ Date:_____
Sunny Soltani
City Attorney

EXHIBIT "A"

SCOPE OF WORK

SCOPE OF WORK: Perris Blvd. Uniform Widening of Perris Blvd., from two to four lanes (2 lanes in each direction) from I-215 to Case Rd., Right of Way Phase.

EXHIBIT "A-1"

ESTIMATE OF COST

Phase	TUMF	LOCAL	TOTAL
PA&ED			
PS&E			
RIGHT OF WAY	$2,000,000.00	$.00	$2,000,000.00
CONSTRUCTION			
TOTAL	$2,000,000.00	$.00	$2,000,000.00

EXHIBIT "A-2"

PROJECT SCHEDULE

TIMETABLE:

Phase	Estimated Completion Date	Estimated Cost	Comments
PA&ED			
PS&E			
RIGHT OF WAY	July 30, 2030	$2,000,000.00	Start of RW is July 1, 2026
CONSTRUCTION			
TOTAL		$2,000,000.00	

Elements of Compensation

EXHIBIT "B"

PROCEDURES FOR SUBMITTAL, CONSIDERATION AND PAYMENT OF INVOICES

1. For professional services, WRCOG recommends that the AGENCY incorporate this Exhibit "B-1" into its contracts with any subcontractors to establish a standard method for preparation of invoices by contractors to the AGENCY and ultimately to WRCOG for reimbursement of AGENCY contractor costs.

2. Each month the AGENCY shall submit an invoice for eligible Project costs incurred during the preceding month. The original invoice shall be submitted to WRCOG's Executive Director with a copy to WRCOG's Project Coordinator. Each invoice shall be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-2."

3. Jurisdictions with large construction projects (with the total construction cost exceeding $10 million) under construction at the same time may, with the approval of WRCOG, submit invoices to WRCOG for payment at the same time they are received by the jurisdiction. WRCOG must receive the invoice by the 5th day of the month in order to process the invoice within 30 days. WRCOG will retain 10% of the invoice until all costs have been verified as eligible and will release the balance at regular intervals not more than quarterly and not less than semi-annually. If there is a discrepancy or ineligible costs that exceed 10% of the previous invoice WRCOG will deduct that amount from the next payment.

4. Each invoice shall include documentation from each contractor used by the AGENCY for the Project, listing labor costs, subcontractor costs, and other expenses. Each invoice shall also include a monthly progress report and spreadsheets showing the hours or amounts expended by each contractor or subcontractor for the month and for the entire Project to date. Samples of acceptable task level documentation and progress reports are attached as Exhibits "B-4" and "B-5." All documentation from the AGENCY's contractors should be accompanied by a cover letter in a format substantially similar to that of Exhibit "B-3."

5. If the AGENCY is seeking reimbursement for direct expenses incurred by AGENCY staff for eligible Project costs, the AGENCY shall provide the same level of information for its labor and any expenses as required of its contractors pursuant to Exhibit "B" and its attachments.

6. Charges for each task and milestone listed in Exhibit "A" shall be listed separately in the invoice.

7. Each invoice shall include a certification signed by the AGENCY Representative or his or her designee which reads as follows:

"To the best of my knowledge, I hereby certify that the hours and salary rates submitted for reimbursement in this invoice are the actual hours and rates worked and paid to the contractors or subcontractors listed.

Signed _____

Title _____

Date _____

Invoice No. _____"

8. WRCOG will pay the AGENCY within 30 days after receipt by WRCOG of an invoice. If WRCOG disputes any portion of an invoice, payment for that portion will be withheld, without interest, pending resolution of the dispute, but the uncontested balance will be paid.

9. The final payment under this Agreement will be made only after: (I) the AGENCY has obtained a Release and Certificate of Final Payment from each contractor or subcontractor used on the Project; (ii) the AGENCY has executed a Release and Certificate of Final Payment; and (iii) the AGENCY has provided copies of each such Release to WRCOG.

EXHIBIT "B-1"
[Sample for Professional Services]

For the satisfactory performance and completion of the Services under this Agreement, Agency will pay the Contractor compensation as set forth herein. The total compensation for this service shall not exceed (_____INSERT WRITTEN DOLLAR AMOUNT___) ($___INSERT NUMERICAL DOLLAR AMOUNT___) without written approval of Agency's City Manager [or applicable position] ("Total Compensation").

1. ELEMENTS OF COMPENSATION.

Compensation for the Services will be comprised of the following elements: 1.1 Direct Labor Costs; 1.2 Fixed Fee; and 1.3 Additional Direct Costs.

1.1 DIRECT LABOR COSTS.

Direct Labor costs shall be paid in an amount equal to the product of the Direct Salary Costs and the Multiplier which are defined as follows:

1.1.1 DIRECT SALARY COSTS

Direct Salary Costs are the base salaries and wages actually paid to the Contractor's personnel directly engaged in performance of the Services under the Agreement. (The range of hourly rates paid to the Contractor's personnel appears in Section 2 below.)

1.1.2 MULTIPLIER

The Multiplier to be applied to the Direct Salary Costs to determine the Direct Labor Costs is _____, and is the sum of the following components:

1.1.2.1 Direct Salary Costs _____

1.1.2.2 Payroll Additives _____

The Decimal Ratio of Payroll Additives to Direct Salary Costs. Payroll Additives include all employee benefits, allowances for vacation, sick leave, and holidays, and company portion of employee insurance and social and retirement benefits, all federal and state payroll taxes, premiums for insurance which are measured by payroll costs, and other contributions and benefits imposed by applicable laws and regulations.

1.1.2.3 Overhead Costs _____

The Decimal Ratio of Allowable Overhead Costs to the Contractor Firm's Total Direct Salary Costs. Allowable Overhead Costs include general, administrative and overhead costs of maintaining and operating established offices, and consistent with established firm policies, and as defined in the Federal Acquisitions Regulations, Part 31.2.

Total Multiplier _____
(sum of 1.1.2.1, 1.1.2.2, and 1.1.2.3)

1.2 FIXED FEE.

1.2.1 The fixed fee is $_____.

1.2.2 A pro-rata share of the Fixed Fee shall be applied to the total Direct Labor Costs expended for services each month, and shall be included on each monthly invoice.

1.3 ADDITIONAL DIRECT COSTS.

Additional Direct Costs directly identifiable to the performance of the services of this Agreement shall be reimbursed at the rates below, or at actual invoiced cost.

Rates for identified Additional Direct Costs are as follows:

ITEM	REIMBURSEMENT RATE
	[___insert charges___]
Per Diem	$ /day
Car mileage	$ /mile
Travel	$ /trip
Computer Charges	$ /hour
Photocopies	$ /copy
Blueline	$ /sheet
LD Telephone	$ /call
Fax	$ /sheet
Photographs	$ /sheet

Travel by air and travel in excess of 100 miles from the Contractor's office nearest to Agency's office must have Agency's prior written approval to be reimbursed under this Agreement.

2. DIRECT SALARY RATES

Direct Salary Rates, which are the range of hourly rates to be used in determining Direct Salary Costs in Section 1.1.1 above, are given below and are subject to the following:

2.1 Direct Salary Rates shall be applicable to both straight time and overtime work, unless payment of a premium for overtime work is required by law, regulation or craft agreement, or is otherwise specified in this Agreement. In such event, the premium portion of Direct Salary Costs will not be subject to the Multiplier defined in Paragraph 1.1.2 above.

2.2 Direct Salary Rates shown herein are in effect for one year following the effective date of the Agreement. Thereafter, they may be adjusted annually to reflect the Contractor's adjustments to individual compensation. The Contractor shall notify Agency in writing prior to a change in the range of rates included herein, and prior to each subsequent change.

POSITION OR CLASSIFICATION	RANGE OF HOURLY RATES
[___sample___]	
Principal	$ .00 - $ .00/hour
Project Manager	$ .00 - $ .00/hour
Sr. Engineer/Planner	$ .00 - $ .00/hour
Project Engineer/Planner	$ .00 - $ .00/hour
Assoc. Engineer/Planner	$ .00 - $ .00/hour
Technician	$ .00 - $ .00/hour
Drafter/CADD Operator	$ .00 - $ .00/hour
Word Processor	$ .00 - $ .00/hour

2.3 The above rates are for the Contractor only. All rates for subcontractors to the Contractor will be in accordance with the Contractor's cost proposal.

3. INVOICING.

3.1 Each month the Contractor shall submit an invoice for Services performed during the preceding month. The original invoice shall be submitted to Agency's Executive Director with two (2) copies to Agency's Project Coordinator.

3.2 Charges shall be billed in accordance with the terms and rates included herein, unless otherwise agreed in writing by Agency's Representative.

3.3 Base Work and Extra Work shall be charged separately, and the charges for each task and Milestone listed in the Scope of Services, shall be listed separately. The charges for each individual assigned by the Contractor under this Agreement shall be listed separately on an attachment to the invoice.

3.4 A charge of $500 or more for any one item of Additional Direct Costs shall be accompanied by substantiating documentation satisfactory to Agency such as invoices, telephone logs, etc.

3.5 Each copy of each invoice shall be accompanied by a Monthly Progress Report and spreadsheets showing hours expended by task for each month and total project to date.

3.6 If applicable, each invoice shall indicate payments to DBE subcontractors or supplies by dollar amount and as a percentage of the total invoice.

3.7 Each invoice shall include a certification signed by the Contractor's Representative or an officer of the firm which reads as follows:

I hereby certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed.

Signed _____

Title _____

Date _____

Invoice No. _____

4. PAYMENT

4.1 Agency shall pay the Contractor within four to six weeks after receipt by Agency of an original invoice. Should Agency contest any portion of an invoice, that portion shall be held for resolution, without interest, but the uncontested balance shall be paid.

4.2 The final payment for Services under this Agreement will be made only after the Contractor has executed a Release and Certificate of Final Payment.

EXHIBIT B-2
Sample Cover Letter to WRCOG

Date
Western Riverside Council of Governments
3390 University Avenue; Suite 450
Riverside, California 92501
Attention: Deputy Executive Director
ATTN: Accounts Payable

Re: Project Title - Invoice #__

Enclosed for your review and payment approval is the AGENCY's invoice for professional and technical services that was rendered by our contractors in connection with the 2002 Measure "A" Local Streets and Roads Funding per Agreement No. _____ effective __(Month/Day/Year)__. The required support documentation received from each contractor is included as backup to the invoice.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Authorized Agreement Amount:	$0,000,000.00
Total Invoiced to Date:	$0,000,000.00
Total Previously Invoiced:	$0,000,000.00
Balance Remaining:	$0,000,000.00
Amount due this Invoice:	**$0,000,000.00**

To the best of my knowledge, I certify that the hours and salary rates charged in this invoice are the actual hours and rates paid to the contractors listed.

By: _____
Name
Title

cc:

EXHIBIT B-3
Sample Letter from Contractor to AGENCY

Month/Date/Year

Western Riverside Council of Governments
3390 University Avenue; Suite 200
Riverside, California 92501
Attention: Deputy Executive Director
Attn: Accounts Payable

Invoice #_____

For **[type of services]** rendered by **[contractor name]** in connection with **[name of project]** This is per agreement No. XX-XX-XXX effective __Month/Date/Year__.

Invoice period covered is from __Month/Date/Year__ to __Month/Date/Year__.

Total Base Contract Amount:	$000,000.00
Authorized Extra Work (if Applicable)	$000,000.00
TOTAL AUTHORIZED CONTRACT AMOUNT:	$000,000.00
Total Invoice to Date:	$000,000.00
Total Previously Billed:	$000,000.00
Balance Remaining:	$000,000.00
Amount Due this Invoice:	$000,000.00

To the best of my knowledge, I certify that the hours and salary rates charged in this invoice are the actual hours and rates worked and paid to the employees listed,

By: _____
Name
Title

EXHIBIT B-4
SAMPLE TASK SUMMARY SCHEDULE
(OPTIONAL)

EXHIBIT B-5
Sample Progress Report

REPORTING PERIOD: Month/Date/Year to Month/Date/Year
PROGRESS REPORT: #1

A. Activities and Work Completed during Current Work Periods

TASK 01 – 100% PS&E SUBMITTAL
1. Responded to Segment 1 comments from Department of Transportation
2. Completed and submitted Segment 1 final PS&E

B. Current/Potential Problems Encountered & Corrective Action

Problems	Corrective Action
None	None

C. Work Planned Next Period

TASK 01 – 100% PS&E SUBMITTAL
1. Completing and to submit Traffic Signal and Electrical Design plans
2. Responding to review comments

CITY OF PERRIS

10.F.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Excused Absence of Councilmember David Rabb from the June 9, 2026 Regular City Council Meeting.

REQUESTED ACTION: Approve Excused Absence of Councilmember David Rabb from the June 9, 2026 Regular City Council Meeting.

CONTACT: Clara Miramontes, City Manager

BACKGROUND/ DISCUSSION

Due to a previously scheduled obligation, Councilmember David Rabb will not be in attendance at the June 9, 2026 Regular City Council Meeting and has provided advance notice.

RECOMMENDATION

Staff is recommending that the City Council approve the excused absence of Councilmember David Rabb from the June 9, 2026 Regular City Council Meeting.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

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

CITY OF PERRIS

11.A.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Specific Plan Amendment 25-00006 *(Continued from the April 14, 2026 meeting)* – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number *(next in order)* finding that the Project is adequately covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

At the April 14, 2026, Council meeting, this item was continued to the April 28, 2026, Council meeting for formal action.

On December 9, 2025, the City Council approved a citywide Zoning Code Text Amendment (Code Amendment) to require a Conditional Use Permit application process and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

This replaces the requirement of a Development Plan Review application and Planning Commission approval, as requiring a Conditional Use Permit will introduce a higher level of discretionary review for findings to approve a project, including consistency with the Zoning Code, General Plan, and compatibility with surrounding uses for public health and safety.

The December 9, 2025, City Council approval did not include an update to the Perris Valley Commerce Center Specific Plan (PVCC Specific Plan) due to procedural requirements associated

with tribal consultation mandated by State law for Specific Plan amendments. Staff indicated that upon conclusion of the tribal consultation process, this would be brought before the City Council.

Now that the tribal consultation process has concluded, staff is requesting that the City Council approve the Specific Plan Amendment so that the requirement for a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the GI and LI zones is also part of the PVCC Specific Plan.

These changes are consistent with the Planning Commission's 5-0 approval recommendation to the City Council on November 19, 2025.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The proposed amendment would amend Table 2.0-2, Land Uses, and Table 13.0-1, Permit Types and Processes, of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Under the proposed Specific Plan Amendment, warehouses and distribution centers larger than 50,000 square feet would no longer be permitted by right with approval of a DPR.

Allowed Land Uses in Industrial Zones				
Land Use	**BPO**	**LI**	**GI**	**See Section**
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	A	P CUP	P CUP	Chapter 19.44

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Approval Authority provisions contained in Section 13.1.2 as shown in red below:

Permit Types and Processes		
Type of Application	**Approval Authority**	**Public Hearing**
• Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet	• City Council	• Yes

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. No comments have been provided to date.

RECOMMENDATION:

Staff recommends that the City Council find the Project is covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

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BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: _____
Assistant City Manager: _____
Director of Finance: _____

Attachments:

1. Resolution No. (*Next in Order*) Amending Chapters 2.0 and 13.0 of the PVCCSP
2. Planning Commission Staff Report without Exhibits – Dated November 19, 2025
3. City Council Staff Report without Attachments – Dated December 9, 2025
4. City Council Staff Report without Attachments – Dated February 24, 2026
5. City Council Staff Report without Attachments – Dated April 14, 2026
6. Notice of Public Hearing

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

ATTACHMENT 1

Resolution No. (Next in Order) Amending Chapters 2.0 and 13.0 of the PVCCSP

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, FINDING AN EXEMPTION FROM CEQA AND ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 25-00006 TO AMEND CHAPTER 2.0 (LAND USE PLAN) AND 13.0 (IMPLEMENTATION AND ADMINISTRATIVE PROCESS) OF THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN TO REQUIRE A CONDITIONAL USE PERMIT FOR WAREHOUSE AND DISTRIBUTION CENTER USES OVER 50,000 SQUARE FEET OF TOTAL BUILDING FLOOR AREA AND AUTHORIZING THE CITY COUNCIL TO DECIDE SUCH USE PERMITS, AND MAKING FINDINGS RELATED THERETO

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 to require a Conditional Use Permit for warehouses and distribution centers over 50,000 square feet within the Light Industrial (LI) and General Industrial (GI) Zones by amending Chapters 19.44, Industrial Zones and 19.54, Authority and Review Procedures, of Title 19 of the Perris Municipal Code; and

WHEREAS, Specific Plan Amendment 25-00006 and its attachments, (collectively hereafter referred to as "Specific Plan Amendment 25-00006" or the "SPA") are proposed to amend Chapters 2.0 (Land Use Plan) and 13.0 (Implementation and Administrative Process) of the PVCCSP, including the land use table (Table 2.0-2) and the Implementation and Administration Process table (Table 13.0-1). to require a Conditional Use Permit for warehouses and distribution center uses over 50,000 square feet in total building floor area, and to provide that the City Council shall be the approval authority for such use permits instead of the Planning Commission; and

WHEREAS, the purpose of Specific Plan Amendment 25-00006 is to protect public health, safety and welfare; and

WHEREAS, on September 30, 2025, Councilmember Corona directed staff to initiate a code amendment requiring a Conditional Use permit for warehouses and distribution centers within the GI and LI Zones; and

WHEREAS, on November 19, 2025, the Planning Commission conducted a legally noticed public hearing for the proposed Specific Plan Amendment, and recommended approval of the Resolution to City Council after considering all oral and written testimony from

members of the public and City staff, including, but not limited to, all staff reports and exhibits and accompanying documents; and

WHEREAS, on December 9, 2025, the City Council conducted a legally noticed public hearing for the Ordinance related to Zoning Code Amendment 25-00007 amending the Zoning Code to require a CUP for warehouse and distribution uses larger than 50,000 square feet and City Council approval, and after considering all oral and written testimony from members of the public and City staff, the Zoning Code Amendment was approved unanimously; and

WHEREAS, on February 24, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 25-00006, and continued the item off-calendar; and

WHEREAS, on April 14, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 25-00006, and continued the item to April 28, 2026; and

WHEREAS, on April 28, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 25-00006, and having done so, now sees fit to adopt the amendment as provided herein; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds, based on the whole administrative record, that:

A. The proposed Specific Plan Amendment 25-00006 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. Alternatively, the proposed SPA 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 and that CEQA applies only to projects that have the potential for causing a significant effect on the environment. As further detailed below, 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.

Specific Plan Amendment 25-00006 only amends the PVCCSP to designate warehouse and distribution center uses with over 50,000 total square feet of building floor area as conditionally permitted uses in the LI and GI Zones, whereas currently such uses are designated as permitted uses in such zones, thereby requiring approval of a Conditional Use Permit for such uses, and to provide that the approval authority for such Conditional Use Permits shall be the City Council instead of the Planning Commission (which is the standard approval authority for other Conditional Use Permits). Specific Plan Amendment 25-00006 does not rezone any property or area or allow any new use or development.

B. Alternatively, in the event it is determined that the proposed SPA is subject to CEQA, then pursuant to CEQA Guidelines Sections 15168(c) and 15162 and 15168(c), the proposed SPA is within the scope of the project that was assessed in the previously certified Perris Valley Commerce Center Specific Plan Environmental Impact Report ("EIR") (SCH: 2009081086), certified on January 10, 2012, and no further environmental document is required for approval of the proposed SPA. The proposed SPA is consistent with the type of allowable land use, overall planned density and building intensity, geographic area analyzed for environmental impacts, and covered infrastructure, as described in the EIR. The proposed SPA does not change the zoning, the types of allowable land use, or the development standards or intensity allowed under the PVCCSP; it merely designates warehouse and distribution center uses over 50,000 square in total building floor area as conditionally permitted uses rather than permitted uses, thereby requiring such uses to obtain a Conditional Use Permit, and to provide that the approval authority for such Conditional Use Permits shall be the City Council. These changes do not constitute substantial changes or new information of substantial importance that would require a subsequent EIR pursuant to CEQA Guidelines Section 15162. Furthermore, the proposed SPA does not necessitate any changes or additions to the EIR, and therefore no addendum is required pursuant to CEQA Guidelines Section 15164.

Section 3. Findings. Based upon the foregoing, all oral and written testimony (including without limitation testimony by members of the public and City staff and the related agenda submittal and exhibits/attachments presented to the City Council), the City Council hereby finds, with respect to the Policy, as follows:

A. *The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.*

The proposed SPA is consistent with the applicable General Plan land use designation for the subject area, which is PVCCSP. The proposed SPA promotes Goal IV of the Land Use Element, Goal 3.1 of the Environmental Justice Element and Goal V of the Noise Element, which are as follows:

Goal IV (Land Use Element): Consistency among all planning documents.

Goal 3.1 (Environmental Justice Element): A community that reduces the negative impacts of land use changes, environmental hazards and climate change on disadvantaged communities.

Goal V- Stationary Source Noise (Noise Element): Future non-residential land uses compatible with noise sensitive land uses.

The proposed SPA will make the PVCCSP consistent with the recently approved Zoning Code Text Amendment 25-00007. With the proposed SPA, the PVCCSP will continue to be consistent with the General Plan objectives, policies and programs.

B. The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:

1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The SPA is proposing to require a Conditional Use Permit for warehouses and distribution center uses with over 50,000 square feet of total building floor area within the PVCCSP LI and GI zones, and proposes to amend the text of Chapter 2.0 of the PVCCSP accordingly. With the proposed SPA, the PVCCSP will continue to provide adequate text and diagrams to adequately address the distribution, location, and extent of the uses of land in detail.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The proposed SPA will not modify these aspects of the PVCCSP. The PVCCSP as amended by the proposed SPA will continue to satisfy this criterion.

3. Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.

The proposed SPA will require a Conditional Use Permit for warehouses and distribution center uses with over 50,000 square feet of total building floor area within the PVCCSP LI and GI Zones, and to require approval from the City Council for such Conditional Use Permits. No additional changes are proposed. With the proposed SPA, the PVCCSP will continue to provide adequate text and diagrams to adequately address this issue in detail.

4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained

in paragraphs 1, 2, and 3 above.

The proposed SPA will not modify these aspects of the PVCCSP. The PVCCSP as amended by the proposed SPA will continue to satisfy this criterion. The proposed SPA will not affect the PVCCSP in this regard.

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 April 14, 2026, the City Council approves Specific Plan Amendment (SPA) 25-00006, amending the Perris Valley Commerce Center Specific Plan as provided in Attachments 1 and 2 hereto.

Section 5. This Resolution shall take effect upon approval of SPA 25-00006.

Section 6. 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 7. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this 28th day of April, 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 Resolution Number ____ was duly and regularly

adopted by the CityCouncil of the City of Perris at a regular meeting held on the 28th day of April, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibits:

1. Perris Valley Commerce Center Specific Plan Amendment (Chapter 2.0 Land Use of the PVCCSP)

2. Perris Valley Commerce Center Specific Plan Amendment (Chapter 13.0 Implementation and Administrative Process of the PVCCSP)

EXHIBIT 1

Perris Valley Commerce Center Specific Plan Amendment (Chapter 2.0 Land Use of the PVCCSP)

2.3 Allowable Land Uses and Permit Requirements

The allowable land uses and permit requirements are summarized in the Table 2.0-2. Project-wide and individual land use development standards and guidelines can be found in Section 4.0. Exceptions to allowable land uses should be noted as they pertain to the Airport Overlay Zone discussed in Section 12.0. Refer to Table 12.0-1 in Section 12.0 for restrictions should site fall within Airport Overlay Zone.

Permitted Uses (P) are allowed, subject to compliance with all applicable provisions of the City of Perris Zoning Ordinance, and to obtaining any other permit required by the Municipal Code, including a business license. Proposed projects comprised of a permitted use are not granted immediate approval as they must undergo a review process and are subject to public hearing and final approval determined by the City.

Conditional Use Permit (CUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance.

Accessory Uses (A) are allowed, subject to compatibility with permitted and conditionally permitted uses. Such uses are defined as being clearly subordinate to the principal use of the building or lot, and serve a purpose customarily associated with the principal use.

Prohibited Uses (PRO) are not allowed.

For a full description of the approval process, refer to Section 13.0 Implementation and Administrative Process.

Table 2.0-2, Land Uses
(Refer to Table 12.0-1 for use restrictions on property within the Airport Overlay Zone)

LAND USE	LI	GI	BPO[1]	C[1]	R[1]	MFR[1]	P	See Section
Agricultural uses								
Agricultural Animal Raising and Care	PRO	CUP	PRO	PRO	PRO	PRO	PRO	
Agricultural Uses	PRO	PRO	PRO	PRO	P	PRO	PRO	
Animal or Poultry Slaughter	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 8.08
Animal Services	CUP	P	CUP	CUP	PRO	PRO	PRO	
Animal Grazing	P	P	P	P	PRO	PRO	P	
Commercial Uses								
Adult Entertainment	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 5.50
Alcohol Sales for Off-site Consumption	PRO	PRO	PRO	CUP	PRO	PRO	PRO	Chapter 19.65
Alcohol Sales for On-site Consumption	CUP	CUP	CUP	CUP	PRO	PRO	PRO	Chapter 19.65
Drive-Thru Services	CUP	CUP	CUP	CUP	PRO	PRO	PRO	

Table 2.0-2 LAND USE (Continued)

LAND USE	LI	GI	BPO[1]	C[1]	R[1]	MFR[1]	P	See Section
Commercial Uses (continued)								
Food and Food Service (No Alcohol)	P	P	P	P	PRO	PRO	PRO	
Funeral Homes	P	P	P	P	PRO	PRO	PRO	
General Retail	A	A	P	P	PRO	PRO	PRO	
Hotels and Motels	CUP	PRO	P	P	PRO	PRO	PRO	
Landscape Nurseries	CUP	CUP	PRO	A	CUP	PRO	PRO	
Large Equipment Retail	CUP	CUP	CUP	P	PRO	PRO	PRO	
Live-Work Units [1]	PRO	PRO	CUP	CUP	CUP	PRO	PRO	
Mortuary	P	P	P	P	PRO	PRO	PRO	
Personal Services	CUP	PRO	P	P	PRO	PRO	PRO	
Pest Control	P	P	P	CUP	PRO	PRO	PRO	
Storage (Ancillary Uses)	A	A	A	A	PRO	PRO	PRO	
Swap Meets (Indoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Swap Meets (Outdoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Outdoor Storage and Other Facilities	CUP	P	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Routine Service and Maintenance	P	P	CUP	P	PRO	PRO	PRO	
Communication Towers (Additional FAA review may be required)								
Monopoles or similar wireless communications towers or facilities more than 65'	CUP	CUP	CUP	CUP	PRO	PRO	CUP	Chapter 19.85
Monopoles or similar wireless communications towers or facilities less than 65'	P	P	P	P	PRO	PRO	P	Chapter 19.85
Educational / Care Facilities								
Child Care Center / Nursery School, Private	PRO	PRO	CUP	CUP	PRO	PRO	PRO	Chapter 19.83
Day Care for Employee Children Only	A	A	A	A	PRO	PRO	PRO	Chapter 19.83
Hospitals and Urgent Care Centers	P	CUP	P	CUP	PRO	PRO	CUP	
Live-in Care Facilities (aged or infirm excluding Child Care Facilities)	PRO	PRO	CUP	CUP	PRO	CUP	CUP	
Medical Care Clinics and Offices, (excluding urgent care facilities and hospitals and clinics requiring a state permit)	P	CUP	P	P	PRO	PRO	PRO	

Table 2.0-2, Land Uses (Continued)

LAND USE	LI	GI	BPO[1]	C[1]	R[1]	MFR[1]	P	See Section
Industrial								
Schools, Technical and Trade	CUP	CUP	P	CUP	PRO	PRO	PRO	
Recreation								
Recreational Areas and Facilities (Outdoor)	A	A	A	CUP	P	PRO	P	
Recreational Areas and Facilities (Indoor)	A	A	CUP	CUP	P	PRO	P	
Manufacturing, Industrial: Indoor	P	P	CUP	PRO	PRO	PRO	PRO	
Manufacturing, Industrial: Outdoor	CUP	P	PRO	PRO	PRO	PRO	PRO	
Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals	P[2]	P[2]	CUP	PRO	PRO	PRO	PRO	
Storage								
Mini-storage/Wholesale Facilities	P	P	PRO	PRO	PRO	PRO	PRO	Chapter 19.44.090.A
Warehouse/Distribution Centers								
- Up to 50,000 square feet	P	P	A	A	PRO	PRO	PRO	Chapter 19.44.090.A.
- Larger than 50,000 square feet	CUP[3]	CUP[3]	A	A	PRO	PRO	PRO	
Non-Profits								
Government Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public and Semi-Public Institutions	CUP	CUP	P	P	PRO	PRO	P	
Public Infrastructure Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public or Semi Public Education Facilities	PRO	PRO	CUP	CUP	PRO	PRO	P	
Religious Institutions	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Professional Office								
Business/Professional Office	CUP	CUP	P	P	PRO	PRO	PRO	
Residential Uses								
Caretaker Quarters	A	A	A	A	PRO	PRO	PRO	
Day Care, Large Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Day Care, Small Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Mobilehome parks	PRO	PRO	PRO	PRO	PRO	P	PRO	
Multi-Family Units (condos, town-homes, apartments)	PRO	PRO	PRO	PRO	PRO	P	PRO	

Single-Family Detached Dwelling Unit	PRO	PRO	PRO	PRO	P	PRO	PRO

LAND USE TABLE NOTES

1. Live-Work Units, by their nature, can pertain to a wide variety of uses and businesses. The "work" part of live-work projects are regulated by use criteria established in the use zone. Should any proponent for a Live-Work Unit or home-based occupation wish to establish a business, then the type of use is subject to the discretion of the Development Services Division.
2. Projects located within one-quarter mile of a school shall be required to seek project-level CEQA review for any proposed industrial use to determine potential project-specific impacts associated with handling of hazardous materials.
3. **Any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Development Plan Review (DPR) issued prior to adoption of this Zoning Code Amendment, may continue to operate in the LI or GI Zone as permitted use, provided the DPR remains valid and has not expired.**

2.4 Definitions

Adult Entertainment: Any establishment providing adult entertainment as defined by City of Perris Municipal Code, Title 5, Chapter 5.50 including, but not limited to, adult arcade, adult bookstore, adult novelty store, adult video store, adult motion picture theater, and exotic dance studio.

Agricultural Animal Raising and Care: Any kennels, fowl or poultry ranches, rabbit farms, fur-bearing animal ranches, hog ranches, livestock feed lots, and dairies kept for the purpose of breeding.

Agricultural Uses: Land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, animal products or of berries, grain, hay, straw, turf, seed and animal grazing.

Alcohol Sales for Off-site Consumption: The act of selling any type of alcohol for off-site consumption such as, convenience stores, service stations and liquor stores with alcohol related sales. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Alcohol sales for On-site Consumption: The act of selling any type of alcohol for on-site consumption such as restaurants serving alcoholic beverages, bars and cocktail lounges. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Animal Grazing: Use of sheep grazing as a means of weed abatement.

Animal Slaughter: The killing of an animal or animals for food such as butchering.

Animal Services: Any premises to which small domesticated animals, as defined by Municipal Code Section 8.08.010, are brought or temporarily kept for the purpose of diagnosis or treatment

EXHIBIT 2

Perris Valley Commerce Center Specific Plan Amendment (Chapter 13.0 Implementation and Administrative Process of the PVCCSP)

13.1.2 Permit Types and Processes

Table13.0-1, Permit Types and Processes

Application Type	Approval Authority	Public Hearing
Accessory Uses	Director of Development Services	No
Conditional Use Permit	Planning Commission	Yes
Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet.	City Council	Yes
Determination of Public Convenience or Necessity	Planning Commission	Yes
Development Plan Review	Determined by entitlement application	Yes
Specific Plan Amendment	City Council	Yes
Temporary Outdoor Uses	Director of Development Services	No
Variances	Planning Commission	Yes
Major Modification	Same authority as original project	Yes
Minor Modification	Director of Development Services	No
Other Actions	**Approval Authority**	**Public Hearing**
Administrative Determination	Director of Development Services	No
Permitted Uses	Director of Development Services	No
Tentative/ Parcel Maps	Planning Commission	Yes

Accessory Uses (A)

These types of uses are only allowed subject to compatibility with the primary use of the property. Accordingly, Accessory Uses are clearly subordinate to, and supportive of, the primary use of the property. Accessory Uses are not allowed to be processed prior to the primary use, but may be processed concurrently with or after the primary use has been entitled. An Accessory Use may be approved after the primary use has been entitled only if no modifications to the entitled Development Plan is required as a result of the Accessory Use. The Development Services Director or designee is authorized to approve or deny requests for accessory uses.

Administrative Determination (AD)

When a land use is proposed, but not specifically listed within this Specific Plan as an allowable use, the Development Services Director or designee shall have the authority to determine if the

proposed use is a Permitted Use and appropriate application for land use approval. In doing so, the proposed project will follow the approval procedure for that permit type.

ATTACHMENT 2

Planning Commission Staff Report without Exhibits– Dated November 19, 2025

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: November 19, 2025

SUBJECT: Specific Plan Amendment 25-00006 and Zoning Code Text Amendment 25-00007 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP) and the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution 25-28, 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), 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 25-00007 to amend the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, based on the findings contained herein.

Adopt Resolution 25-29, recommending that the City Council determine the project is adequately covered by the PVCCSP EIR (SCH# 2009081086) and no further environmental review is required. The proposed amendment also qualifies to be exempt from the California Quality Act (CEQA) Guidelines pursuant to 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 Specific Plan Amendment 25-00006 to amend the PVCCSP requiring a Conditional Use Permit for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein.

CONTACT: Patricia Brenes, Planning Manager

PROJECT BACKGROUND:

On September 30, 2025, Councilmember Corona directed staff to initiate a Zoning Code Amendment requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial Zones to provide a higher standard of review and discretion for larger industrial projects to ensure that they will not negatively affect surrounding areas. The higher level of discretion includes making the following findings related to compatibility with the surrounding areas, along with public health and safety, as summarized below.

1. The proposed location of the conditional use is in accord with the objectives of the Zoning Code and the purposes of the zone in which the site is located.
2. The proposed plan is consistent with the City's General Plan and conforms to all Specific Plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the City.
3. The proposed location of the Conditional Use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety, or welfare or materially injurious to properties or improvements in the vicinity.
4. The architecture proposed is compatible with community standards and protects the character of adjacent development.
5. The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

Under the current Zoning Code, industrial warehouses and distribution uses are permitted in the LI and GI Zones with a Development Plan Review (DPR), subject primarily to compliance with development standards, including setbacks, lot coverage, height limits, architectural design guidelines, and the ability to make the necessary findings.

PROPOSED AMENDMENT

In accordance with Councilmember Corona's direction, the proposed amendment will involve amending Chapter 2.0 of the Perris Valley Commerce Center Specific Plan (PVCCSP) and Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 of the Perris Municipal Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

Zoning Code

With the proposed Zoning Code Text Amendment, warehouses and distribution centers in the Light Industrial (LI) and General Industrial Zones would require approval of a Conditional Use Permit and would no longer be permitted by right with a Development Plan Review. The amendment would amend the Land Uses table in Section 19.44.020 as shown in red on the following page:

Allowed Land Uses in Industrial Zones				
Land Use	**BP**	**LI**	**GI**	**See Section**
Warehouse - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	 P CUP	 P CUP	Chapters 19.08, and 19.44
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	 P CUP	 P CUP	Chapters 19.08, and 19.44

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will also be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, instead of the Planning Commission, which is the standard approving authority of other CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	**Review Authority**	**Approval Authority**
• Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet	• Staff • Responsible Agencies • Planning Commission	• City Council

Perris Valley Commerce Center Specific Plan (PVCCSP)

The PVCCSP is proposed to be amended to be consistent with the Zoning Code amendment. Warehouses and distribution centers in the Light Industrial (LI) and General Industrial Zones would require approval of a Conditional Use Permit and would no longer be permitted by right with a Development Plan Review. The amendment would also amend Table 2.0-2 Land Uses and Table 13.0-1 Permit Types and Processes to require a Conditional Use Permit and consideration by the City Council for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

Lastly, this amendment would add a provision in Chapter 19.44 (Industrial Zones) of the Zoning Code and Chapter 2 of the PVCCSP clarifying that any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Development Plan Review (DPR) issued prior to adoption of this Amendment, may continue to operate in the LI and GI Zone as permitted use, provided the DPR remains valid and has not expired.

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. 25-28 and 25-29 recommending that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines under Sections 15162 and 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 Specific Plan Amendment 25-00006 and Zoning Code Text Amendment 25-00007 to amend Chapters 2.0 and 13.0 of the Perris Valley Commerce Center Specific Plan and Chapters 19.44 and 19.54 of the Zoning Code requiring a Conditional Use Permit and City Council approval consideration for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, 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 25-28 recommending approval of the Zoning Code Text Amendment
B. Resolution 25-29 recommending approval of the Specific Plan Amendment
C. Notice of Public Hearing

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

ATTACHMENT 3

City Council Staff Report without Attachments– Dated December 9, 2025

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: December 9, 2025

SUBJECT: Zoning Code Text Amendment 25-00007– A proposal to amend the Perris Municipal Code requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Introduce Ordinance Number *(next in order)* determining the Project is exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines, pursuant to Section 15061(b)(3) (Common Sense Exemption) and approving Zoning Code Text Amendment 25-00007 to amend Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 (Zoning Code) of the Perris Municipal Code to require a Conditional Use Permit and City Council approval for warehouses and distribution centers in the Light Industrial and General Industrial Zones, based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

On September 30, 2025, Councilmember Corona directed staff to initiate a Zoning Code Text Amendment (Code Amendment) requiring a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones to provide a higher level of review and discretion for large industrial projects to ensure that they do not adversely impact surrounding areas. Currently, this type of industrial building is subject to a Development Plan Review application and Planning Commission approval. The Code Amendment was presented to the Planning Commission on November 19, 2025, and the Commission voted 5-0 to recommend City Council approval.

The City Council is now requested to consider amending the City-wide zoning code to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the LI and GI zones. To maintain consistency with the City-wide Zoning Code update, the Perris Valley Commerce Center Specific Plan (PVCCSP) is also proposed for amendment to reflect this requirement. However, due to procedural requirements associated with tribal consultation mandated by State law for Specific Plan amendments, this

update is expected to be before the City Council for consideration on February 24, 2026, subject to completion of the tribal consultation process.

Development Plan Review Versus Conditional Use Permit Process

Under current regulations, warehouse and distribution uses in the LI and GI Zones may be approved through a Development Plan Review (DPR), provided they meet applicable development standards related to setbacks, height, lot coverage, architectural design, and required findings. Requiring a Conditional Use Permit will introduce a higher level of discretionary review, including findings related to consistency with the objectives of the Zoning Code and the General Plan, compatibility with surrounding uses and public health and safety, compatibility of the architecture with the surrounding development, and landscaping that provides visual relief and enhances the site's overall appearance.

PROPOSED ZONING CODE TEXT AMENDMENT

The proposed amendment involves amending Chapters 19.44 (Industrial Zones) and 19.54 (Authority and Review Procedures) of Title 19 of the Perris Municipal Code to require a CUP and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the LI and GI Zones. Under the proposed Zoning Code Text Amendment, warehouses and distribution centers would no longer be permitted by right with approval of a DPR.

The amendment would amend the Allowed Land Uses table in Section 19.44.020 as shown in red below:

Allowed Land Uses in Industrial Zones				
Land Use	**BP**	**LI**	**GI**	**See Section**
Warehouse	PRO			Chapters 19.08, and 19.44
- Up to 50,000 square feet		P	P	
- Larger than 50,000 square feet		CUP	CUP	
Warehouse/distribution center	PRO			Chapters 19.08, and 19.44
- Up to 50,000 square feet		P	P	
- Larger than 50,000 square feet		CUP	CUP	

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will also be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	**Review Authority**	**Approval Authority**
• Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet	• Staff • Responsible Agencies • Planning Commission	• City Council

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. As of the writing of this staff report, staff has received one (1) comment letter from Jeffer Mangels Butler & Mitchell LLP on behalf of Perris-Harley, LLC, submitted on the day of the Planning Commission meeting, opposing the proposed amendment and arguing that requiring a CUP for warehouse uses is unnecessary under existing regulations and would result in additional costs, delays, and uncertainty.

RECOMMENDATION:

The Planning Commission recommends that the City Council find the Project is exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15061(b)(3) (Common Sense Exemption) and introduce Ordinance *(next in order)* approving Zoning Code Text Amendment 25-00007 to amend Chapters 19.44 and 19.54 of Title 19 (Zoning Code) of the Perris Municipal Code to require a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers over 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Ordinance No. (*Next in Order*) exempting the Project from CEQA and amending Chapters 19.44 and 19.54 in Title 19 of the Perris Municipal Code
2. Planning Commission Staff Report without Attachments– Dated November 19, 2025
3. Public Comment – In Opposition
4. Notice of Public Hearing

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

ATTACHMENT 4

City Council Staff Report without Attachments– Dated February 24, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: February 24, 2026

SUBJECT: Specific Plan Amendment 25-00006 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number *(next in order)* finding that the Project is adequately covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

On December 9, 2025, the City Council approved a citywide Zoning Code Text Amendment (Code Amendment) to require a Conditional Use Permit application process and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

This replaces the requirement of a Development Plan Review application and Planning Commission approval, as requiring a Conditional Use Permit will introduce a higher level of discretionary review for findings to approve a project, including consistency with the Zoning Code, General Plan, and compatibility with surrounding uses for public health and safety.

The December 9, 2025, City Council approval did not include an update to the Perris Valley Commerce Center Specific Plan (PVCC Specific Plan) due to procedural requirements associated with tribal consultation mandated by State law for Specific Plan amendments. Staff indicated that upon conclusion of the tribal consultation process, this would be brought before the City Council.

Now that the tribal consultation process has concluded, staff is requesting that the City Council approve the Specific Plan Amendment so that the requirement for a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the GI and LI zones is also part of the PVCC Specific Plan.

These changes are consistent with the Planning Commission's 5-0 approval recommendation to the City Council on November 19, 2025.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The proposed amendment would amend Table 2.0-2, Land Uses, and Table 13.0-1, Permit Types and Processes, of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Under the proposed Specific Plan Amendment, warehouses and distribution centers would no longer be permitted by right with approval of a DPR.

Allowed Land Uses in Industrial Zones				
Land Use	**BPO**	**LI**	**GI**	**See Section**
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	A	P CUP	P CUP	Chapter 19.44

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Approval Authority provisions contained in Section 13.1.2 as shown in red below:

Permit Types and Processes		
Type of Application	**Approval Authority**	**Public Hearing**
• Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet	• City Council	• Yes

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. No comments have been provided to date.

RECOMMENDATION:

Staff recommends that the City Council find the Project is covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

~~Attachments:~~

1. Resolution No. (*Next in Order*) Amending Chapters 2.0 and 13.0 of the PVCCSP
2. Planning Commission Staff Report without Exhibits– November 19, 2025
3. City Council Staff Report without Attachments– Dated December 9, 2025
4. Notice of Public Hearing

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

ATTACHMENT 5

City Council Staff Report without Attachments – Dated April 14, 2026

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 14, 2026

SUBJECT: Specific Plan Amendment 25-00006 – A proposal to amend the Perris Valley Commerce Center Specific Plan (PVCCSP), requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution Number *(next in order)* finding that the Project is adequately covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

At the February 24, 2026, meeting, the City Council voted 5-0 to continue this item off-calendar, due to the length of the meeting. The item is now being returned to Council for consideration and formal action.

For background information, on December 9, 2025, the City Council approved a citywide Zoning Code Text Amendment (Code Amendment) to require a Conditional Use Permit application process and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones.

This replaces the requirement of a Development Plan Review application and Planning Commission approval, as requiring a Conditional Use Permit will introduce a higher level of discretionary review for findings to approve a project, including consistency with the Zoning Code, General Plan, and compatibility with surrounding uses for public health and safety.

The December 9, 2025, City Council approval did not include an update to the Perris Valley Commerce Center Specific Plan (PVCC Specific Plan) due to procedural requirements associated

with tribal consultation mandated by State law for Specific Plan amendments. Staff indicated that upon conclusion of the tribal consultation process, this would be brought before the City Council.

Now that the tribal consultation process has concluded, staff is requesting that the City Council approve the Specific Plan Amendment so that the requirement for a Conditional Use Permit and City Council approval for industrial warehouses and distribution centers larger than 50,000 square feet in the GI and LI zones is also part of the PVCC Specific Plan.

These changes are consistent with the Planning Commission's 5-0 approval recommendation to the City Council on November 19, 2025.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The proposed amendment would amend Table 2.0-2, Land Uses, and Table 13.0-1, Permit Types and Processes, of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial (LI) and General Industrial (GI) Zones. Under the proposed Specific Plan Amendment, warehouses and distribution centers larger than 50,000 square feet would no longer be permitted by right with approval of a DPR.

Allowed Land Uses in Industrial Zones				
Land Use	**BPO**	**LI**	**GI**	**See Section**
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	A	P CUP	P CUP	Chapter 19.44

Notes: PRO: Use is prohibited in this zone
P: Use is permitted in this zone, subject to compliance with all applicable provisions of the Zoning Code
CUP: Conditional Use Permit is required

The Approval Authority Table will be revised to require City Council approval for any CUP associated with a warehouse or distribution center exceeding 50,000 square feet in area, rather than the Planning Commission, which is the standard approving authority for other CUPs. The amendment includes revisions to the Approval Authority provisions contained in Section 13.1.2 as shown in red below:

Permit Types and Processes		
Type of Application	**Approval Authority**	**Public Hearing**
• Conditional Use Permit (Warehouse and Distribution Center) - Larger than 50,000 square feet	• City Council	• Yes

PUBLIC HEARING NOTICE

A Notice of Public Hearing for this meeting was published in the local newspaper as an eight-page advertisement in compliance with the notice requirements outlined in the Zoning Code for citywide projects. No comments have been provided to date.

RECOMMENDATION:

Staff recommends that the City Council find the Project is covered by the PVCCSP EIR (SCH# 2009081086) pursuant to CEQA Guidelines Section 15162 and exempt under Section 15061(b)(3) (Common Sense Exemption), as it can be seen with certainty that the proposed amendment will not have a significant effect on the environment, and approve Specific Plan Amendment 25-00006 amending Chapters 2.0 and 13.0 of the PVCCSP to require a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones, based on the findings contained herein

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BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Resolution No. (*Next in Order*) Amending Chapters 2.0 and 13.0 of the PVCCSP
2. Planning Commission Staff Report without Exhibits – Dated November 19, 2025
3. City Council Staff Report without Attachments – Dated December 9, 2025
4. City Council Staff Report without Attachments – Dated February 24, 2026
5. Notice of Public Hearing

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

ATTACHMENT 6

Notice of Public Hearing

PUBLIC HEARING NOTICE

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:

CASE NO: Specific Plan Amendment 25-00006

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

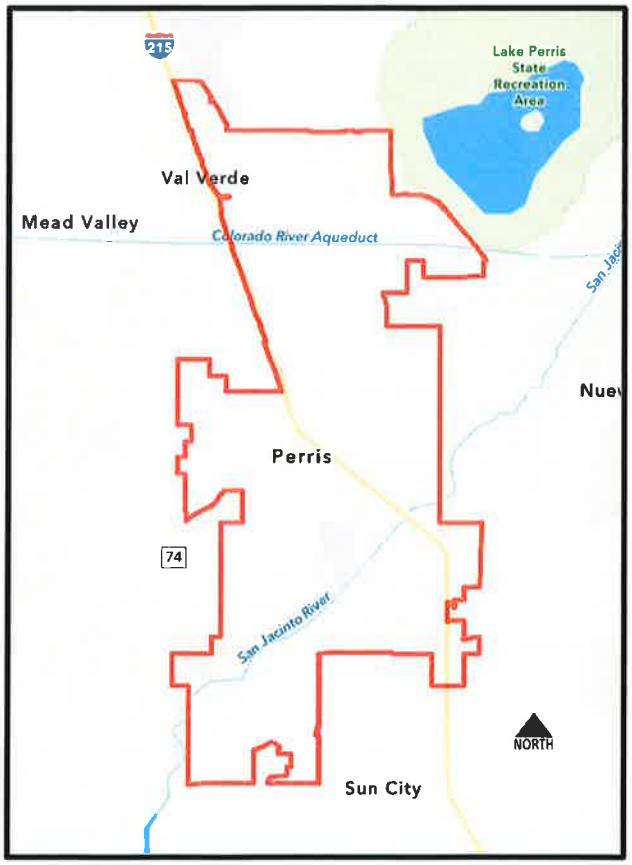
LOCATION: Citywide

PROPOSAL: A proposal to consider a Specific Plan Amendment to the Perris Valley Commerce Specific Plan (PVCC) requiring a Conditional Use Permit and City Council approval for warehouses and distribution centers larger than 50,000 square feet in the Light Industrial and General Industrial Zones.

ENVIRONMENTAL DETERMINATION: The proposed Specific Plan Amendment has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. The proposed Amendment consists of a text amendment to update the city's Specific Plan to require a Conditional Use Permit for warehouses and distribution centers over 50,000 square feet within the Light Industrial and General Industrial Zones, which will not have a significant impact on the environment and therefore is exempt from the provisions of CEQA.

PUBLIC HEARING: This project is scheduled to be considered by the City Council on April 14, 2026, at 6:30 p.m. The Planning Commission considered the project on November 19, 2025, and recommended to the City Council that the project be **Approved** by a vote of 5 ayes, 0 noes.

Any person affected or concerned by this application may submit written comments to the City Clerk's Office before the City Council hearing and not later than 5:00 p.m. on April 14, 2026. At the time of the public hearing, any person may appear and be heard in support of or opposition to the project. The City Council, at the hearing or during deliberations, 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 writing delivered to the City Council before the public hearing.



CITY COUNCIL
PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	April 14, 2026, at 6:30 p.m.
Project Planner:	Rafael Garcia, Principal Planner
Phone:	(951) 943-5003
Email:	RGarcia@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

11.B.

MEETING DATE: April 28, 2026

SUBJECT: Specific Plan Amendment 26-00001 and Zoning Code Text Amendment 26-00001 – A proposal to amend the city-wide Zoning Code, Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP) and the Green Valley Specific Plan (GVSP) to establish a Minor Conditional Use Permit (MCUP) process for lower-impact uses. Applicant: City of Perris.

REQUESTED ACTION: Introduce Ordinance Number *(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 26-00001 to amend the Perris Municipal Code to establish a Minor Conditional Use Permit (MCUP) process, based on the findings contained herein.

Adopt Resolution Number *(next in order)*, finding that the Project is covered by the corresponding PVCCSP, DPSP, and GVSP EIRs, and that no further environmental review is required. Additionally, the proposed amendments qualify to be exempt from the California Quality Act (CEQA) Guidelines pursuant to Section 15061 (b)(3) (Common Sense Exemption), as it can be seen with certainty the proposed amendments will not have a significant effect on the environment, and approve Specific Plan Amendment 26-00001 to amend the PVCCSP, DPSP, GVSP to establish a Minor Conditional Use Permit (MCUP) process, based on the findings contained herein.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/ DISCUSSION

The proposed Minor Conditional Use Permit (MCUP) process implements a key initiative of the City's 2023 Strategic Plan, which identified an opportunity to streamline and optimize the development review process for projects with minimal impacts while maintaining appropriate oversight.

Consistent with this direction, the Planning Commission, on February 18, 2026, voted 5-0 to recommend that the City Council approve the amendments to the citywide Zoning Code, the Perris

Valley Commerce Center Specific Plan (PVCCSP), the Downtown Perris Specific Plan (DTSP), and the Green Valley Specific Plan (GVSP). These amendments would establish a Minor Conditional Use Permit (Minor CUP) process, allowing staff to approve lower-impact uses that currently require a Conditional Use Permit and are subject to Planning Commission approval.

The Planning Commission recommended changes that would allow the following uses to be approved by staff under the Minor Conditional Use Permit process, as long as they are part of an existing commercial building in the City.

1) Arcades
2) Bowling Alleys
3) Drive-thru Services – Banks and Pharmacies only
4) Florist Shops with incidental off sale Alcohol Sales (e.g., gift basket with wine)
5) Health and Fitness (less than 5,000 sq. ft.)
6) Microbrewery
7) Skating facilities
8) Tutoring Center (less than 20 students)
9) Urgent Care
10) Veterinary Services
11) Vocational Schools (20 people or less)

This process includes notification to property owners within 300 feet to provide an opportunity for public comment and participation, before approval of the Minor CUP. Additionally, any new building with a Minor CUP use as noted above would be subject to Planning Commission approval, as when multiple applications related to a project are concurrently processed, that application component which requires review and determination by a higher authority (e.g., a new building), then all the applications, shall be reviewed and referred to the higher authority for approval determination.

This approach aligns with practices in other jurisdictions. It is intended to promote economic development by reducing processing time and costs while maintaining consistency with the General Plan and Zoning Code. Higher-impact or more complex projects will continue to require Planning Commission review through the standard CUP process.

ANALYSIS

Current Regulation – Conditional Use Permit

Currently, the Perris Zoning Code (Chapter 19.61), PVCCSP, DPSP, and GVSP require all conditionally permitted uses to undergo the full Conditional Use Permit (CUP) process, regardless of their scale or potential impact. This approach does not distinguish between minor, low-impact uses and more complex projects, resulting in a uniform review process that can be time-consuming and resource-intensive even for uses that are routinely approved with minimal impacts.

Proposed Regulation – Minor Conditional Use Permit

The proposed amendment to the Perris Zoning Code (Chapter 19.61), PVCCSP, DPSP, and GVSP,

introduces a Minor Conditional Use Permit (MCUP) process to streamline the review of lower-impact uses currently subject to the full Conditional Use Permit (CUP) process. Staff has found that certain uses with minimal impacts are routinely approved, making the existing process unnecessarily burdensome.

The MCUP would provide an administrative review by the Development Services Director (or designee) for qualifying low-impact uses, such as small-scale entertainment, service, and commercial activities, while maintaining the City's ability to apply conditions and ensure compatibility with surrounding uses. Examples include arcades, bowling alleys, limited drive-thru services (banks and pharmacies), small fitness centers, microbreweries, tutoring centers, and similar uses. Other similar uses may be approved by the Director of Development Services.

PROPOSED AMENDMENT

The proposed amendment will involve amending Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), 19.44 (Industrial Zones), 19.54 (Authority and Review Procedures) and 19.61 (Conditional Use Permits), and Chapter 19.65 (Alcoholic Beverage Sales Regulations) of the Zoning Code (Title 19 of the Perris Municipal Code), as well as Chapter 2.0 of the Perris Valley Commerce Center Specific Plan (PVCCSP), Chapter 5 of the Downtown Perris Specific Plan and Chapter 3 of the Green Valley Specific Plan.

Zoning Code

The proposed Zoning Code Text Amendment would identify specific land uses within the Commercial Neighborhood (Chapter 19.36 – CN Zone), Commercial Community (Chapter 19.38 – CC Zone), and Industrial Zones (Chapter 19.44) that would be subject to the Minor Conditional Use Permit process.

The land uses proposed for MCUP review within the CN and CC Zones include the following:

1) Arcades
2) Bowling Alleys (Chapter 19.36 only)
3) Drive-thru Services – Banks and Pharmacies only
4) Florist Shops with incidental off sale Alcohol Sales
5) Health and Fitness (less than 5,000 sq. ft.)
6) Microbrewery
7) Skating facilities
8) Tutoring Center (less than 20 students)
9) Urgent Care
10) Veterinary Services
11) Vocational Schools (20 people or less)

The Land Uses Table in Section 19.44 of the Industrial Zones is proposed to be amended as shown in red below on the following page:

Allowed Land Uses in Industrial Zones				
Land Use	**BP**	**LI**	**GI**	**See Section**
Indoor commercial recreation	~~CUP~~ MCUP	CUP	CUP	
Microbrewery	MCUP	MCUP	CUP	Chapters 19.08 & 19.65
Restaurants serving alcoholic beverages	~~CUP~~ MCUP	CUP	CUP	Chapter 19.65
Urgent Care	MCUP	MCUP	CUP	
Veterinary Services	MCUP	MCUP	P	
Vocational Schools	MCUP	MCUP	MCUP	

Notes: P: Use is permitted in this zone.
CUP: Conditional Use Permit is required
MCUP: Minor Conditional Use Permit is required

The Approval Authority Table will also be revised to allow the Director of Development Services to review and approve Minor Conditional Use Permit requests, instead of the Planning Commission, which is currently the standard approving authority of CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	**Review Authority**	**Approval Authority**
• Minor Conditional Use Permit	• Staff • Responsible Agencies	• Director of Development Services

Chapter 19.61 is also proposed to be amended to incorporate procedural provisions, establish the review authority for Minor Conditional Use Permits, and outline the noticing requirements for the MCUP.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The PVCCSP is proposed to be amended to reference the proposed Minor Conditional Use Permit (MCUP) process, which is also proposed for establishment in the Zoning Code. The amendment would amend Table 2.0-2 Land Uses and Table 13.0-1 Permit Types and Processes to establish the Minor Conditional Use Permit (MCUP) process as follows:

Land Use	LI	GI	BPO	C	R	MFR	P	See Section
Animal Services-Veterinary Services Only (Indoor only)	MCUP	P	MCUP	MCUP	PRO	PRO	PRO	Chapters 19.61 of the Zoning Code
Drive-Thru Services – Bank and Pharmacies only	MCUP	PRO	MCUP	MCUP	PRO	PRO	PRO	Chapters 19.61 of the Zoning Code
Microbrewery	MCUP	MCUP	MCUP	MCUP	PRO	PRO	PRO	Chapters 19.08, 19.61, 19.65 of the Zoning Code

Land Use	LI	GI	BPO	C	R	MFR	P	See Section
Personal Services	~~CUP~~ P	PRO	P	P	PRO	PRO	PRO	
Hospitals ~~and Urgent Care Centers~~	P	CUP	P	CUP	PRO	PRO	CUP	
Urgent Care Centers	P	MCUP	P	MCUP	PRO	PRO	CUP	Chapters 19.61 of the Zoning Code
Schools, Technical and Trade (20 people or less)	MCUP	MCUP	P	MCUP	PRO	PRO	PRO	Chapters 19.61 of the Zoning Code
Recreational Areas and Facilities (Indoor)	A	A	MCUP	MCUP	P	PRO	P	Chapters 19.61 of the Zoning Code
Public or Semi Public Education Facilities	PRO	PRO	~~CUP~~P	CUP	PRO	PRO	P	
Business/Professional Office	~~CUP~~ P	~~CUP~~ P	P	P	PRO	PRO	PRO	

Staff has also included a definition for Microbrewery and updated the definition for "Recreation Areas and Facilities (Indoor)" in Section 2.4 of the PVCC Specific Plan. Lastly, this amendment would amend Table 13.0-1, clarifying that the Director of Development Services is the approval authority for the Minor Conditional Use Permit and defining the term.

Downtown Perris Specific Plan (DPSP)

The DPSP is proposed to be amended to include land uses subject to the Minor Conditional Use Permit (MCUP) process. Specifically, Sections 5.4.1H, 5.4.2H, and 5.4.3H would be amended to allow the following uses upon approval of an MCUP:

Minor Conditionally Permitted Uses for Ground Floors with Street Frontage:

1) Arcades
2) Bowling Alleys
3) Florist Shops with incidental off sale Alcohol sales
4) Health and Fitness less than 5,000 sq. ft.
5) Microbrewery
6) Skating facilities
7) Tutoring Services (less than 20 students)
8) Vocational Schools (20 people or less)

Chapter 5.7 is also being amended to incorporate a definition for *Microbrewery.*

Green Valley Specific Plan (DPSP)

The GVSP is proposed to be amended to include land uses subject to the Minor Conditional Use Permit (MCUP). Specifically, Chapters 3.5 and 3.6 would be amended to allow the following uses upon approval of an MCUP:

Chapter 3.5- Retail Commercial

1) Drive through services- Banks and Pharmacies
2) Publicly owned museums, libraries, community centers, governmental offices, and recreation areas; private clubs, lodges, or veteran organizations
3) Urgent care facilities

Chapter 3.6- Business/Professional

1) Fire and Police Stations
2) Private Clubs, fraternities, sororities, lodges, and non-profit organizations
3) All other Business Park uses requiring a Minor Conditional Use Permit not mentioned but allowed in the Zoning Code (Title 19 of the Perris Municipal Code)

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 adequately covered by the corresponding PVCCSP, DPSP, GVSP EIRs and no further environmental review is required pursuant to California Environmental Quality Act (CEQA) Section 15162 and exempt from the CEQA Guidelines pursuant to Sections 15061(b)(3) (Common Sense Exemption) approving Zoning Code Text Amendment 26-00001 to amend Title 19 of the Perris Municipal Code, and adopt Resolution (next in order) approving Specific Plan Amendment 26-00001 to amend the Perris Valley Commerce Center Specific Plan, the Downtown Perris Specific Plan, and the Green Valley Specific Plan for the establishment of a Minor Conditional Use Permit framework and identify land uses that will be subject to the MCUP, based on the findings contained herein.

BUDGET (or FISCAL) IMPACT: Staff time for preparing the staff report is budgeted in the 2025-2026 Development Services Budget.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: NB
Assistant City Manager: TR
Director of Finance: mh

Attachments:

1. Ordinance No. (*Next in Order*) exempting the Project from CEQA and amending the Zoning Code, Title 19 of the Perris Municipal Code
2. Resolution No. (*Next in Order*) finding that the Project is adequately covered by CEQA and amending the PVCCSP, DPSP, and GVSP
3. Planning Commission Staff Report without Exhibits– Dated February 18, 2026
4. Notice of Public Hearing

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

ATTACHMENT 1

Ordinance No. (Next in Order) exempting the Project from CEQA and amending Chapters 19.08, 19.36, 19.38, 19.44, 19.54, 19.61 and 19.65 of 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 26-00001, AMENDING CHAPTERS 19.08 (DEFINITIONS) 19.36 (CN ZONE), 19.38 (CC ZONE), 19.44 (INDUSTRIAL ZONES), 19.54 (AUTHORITY AND REVIEW PROCEDURES), 19.61 (CONDITIONAL USE PERMITS) AND 19.65 (ALCOHOL BEVERAGES SALES REGULATIONS) OF THE PERRIS MUNICIPAL CODE TO ESTABLISH A REGULATORY FRAMEWORK FOR THE MINOR CONDITIONAL USE PERMIT (MCUP) PROCESS AND TO IDENTIFY CERTAIN LAND USES THAT WILL BE SUBJECT TO THE MCUP PROCESS

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 26-00001 to establish a framework for a Minor Conditional Use Permit (MCUP) process and to identify land uses that will be subject to the MCUP process within the Zoning Code, Title 19 of the Perris Municipal Code; and

WHEREAS, Zoning Code Text Amendment 26-00001, as shown in Exhibits 1 through 6 hereto, (collectively hereafter referred to as "Zoning Code Text Amendment 26-00001") is proposed to amend the text of Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone) and 19.44 (Industrial Zones), 19.54 (Authority and Review Procedures) and 19.61 (Conditional Use Permits) of the Zoning Code, Title 19 of the Perris Municipal Code, to establish a framework for a Minor Conditional Use Permit (MCUP) process and to identify land uses that will be subject to the MCUP process; and

WHEREAS, Zoning Code Text Amendment 26-00001 is intended to streamline the entitlement review process to support economic development within the City of Perris; and

WHEREAS, on February 18, 2026, the Planning Commission conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00001, and thereafter adopted Resolution No. 26-04 recommending that the City Council find a CEQA exemption and adopt said Zoning Code Text Amendment 26-00001; and

WHEREAS, on April 28, 2026, the City Council conducted a legally noticed public hearing for Zoning Code Text Amendment 26-00001, and having done so, now sees fit and intends to find a CEQA exemption and adopt Zoning Code Text Amendment 26-00001 as provided herein; and

WHEREAS, in accordance with California Government Code Section 65352.3 (Senate Bill 18), the City of Perris provided formal notification for tribal consultation regarding **the** amendment to those

California Native American tribes identified by the Native American Heritage Commission as being traditionally and culturally affiliated with the geographic area of the project area and

WHEREAS, on February 24, 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:

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 26-00001 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 26-00001 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 establishes a procedural framework for a Minor Conditional Use Permit process within the Zoning Code and identifies land uses that will be subject to the MCUP process, in order to streamline the entitlement process for certain land uses in a manner that supports orderly economic development in the City while maintaining full compliance with applicable zoning regulations and CEQA requirements for any future development proposals. The amendment does not designate or allow any new land uses as permitted by right, and does not approve, authorize, or result in any specific development or change in land use intensity. CEQA review would be required for all uses that are designated as being subject to the MCUP process.

Section 3. The City Council further finds as follows:

A. Zoning Code Text Amendment 26-00001 is consistent with the General Plan and is necessary to establish a regulatory framework for a Minor Conditional Use Permit (MCUP) process and to identify certain land uses that will require discretionary review due to the potential for localized operational, compatibility, or nuisance-related impacts. By creating a discretionary MCUP process, the amendment will enable the City to evaluate proposed uses for compatibility with surrounding land uses, impose conditions of approval to address potential impacts such as noise, traffic, lighting, odors, vibration, or other disturbances, and ensure that development

occurs in a manner that protects nearby residents, businesses, and sensitive land uses while supporting orderly economic development. All projects subject to the MCUP process will be required to comply with applicable zoning standards, municipal code requirements, and the California Environmental Quality Act (CEQA). Accordingly, Zoning Code Text Amendment 26-00001 is a valid exercise of the City's police power pursuant to Article XI, Section 7 of the California Constitution.

B. Zoning Code Text Amendment 25-00001 will not have a negative effect on public health, safety, or the general welfare of the community because the proposed Zoning Code Text Amendment amends Chapters 19.08, 19.36, 19.38, 19.44, 19.54 and 19.61 of the Perris Municipal Code, which establishes an additional discretionary review mechanism for certain uses through the Minor Conditional Use Permit process and identifies certain land uses that will be subject to the MCUP process. The Zoning Code Text Amendment requires continued compliance with existing zoning standards, operating requirements, and the California Environmental Quality Act (CEQA), and enables the City to deny or condition uses where necessary to ensure land use compatibility and protection of community welfare. Through these regulatory mechanisms, the amendment enhances, rather than diminishes, the City's ability to protect public health, safety, and welfare.

C. Zoning Code Text Amendment 26-00001 is consistent with the General Plan, and advances numerous goals, policies, and implementation measures set forth therein, including Goal 3, Policy III.A, and Goal 4 of the Land Use Element, by promoting compatible land use relationships, ensuring that uses with potential operational impacts are subject to appropriate discretionary review and mitigation, and supporting balanced economic development consistent with community character and infrastructure capacity. The proposed Zoning Code Text Amendment retains the internal consistency of the Zoning Code (Title 19 of the Perris Municipal Code) and establishes clear procedures and findings for Minor Conditional Use Permits.

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 April 28, 2026, the City Council approves Zoning Code Text Amendment 26-00001 as follows:

A. Chapter 19.08 (Definitions) 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; and

B. Chapter 19.36 (CN Zone) of the Perris Municipal Code is hereby amended as provided in Exhibit 2 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

C. Chapter 19.38 (CC Zone) of the Perris Municipal Code is hereby amended as provided in Exhibit 3 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

D. Chapter 19.44 (Industrial Zones) of the Perris Municipal Code is hereby amended as provided in Exhibit 4 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

E. Chapter 19.54 (Authority and Review Procedures) and 19.61 (Conditional Use Permits) of the Perris Municipal Code is hereby amended as provided in Exhibit 5 attached to this Ordinance (with added and deleted text indicated in redline format), which is incorporated herein by this reference.

F. Chapter 19.65 (Alcohol and Beverage Sales Regulations) of the Perris Municipal Code is hereby amended as provided in Exhibit 6 attached to this Ordinance (with added and deleted text indicated in redline format), 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 26th day of May, 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 26th day of May, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
City Clerk, Nancy Salazar

Exhibit 1:	Zoning Code Text Amendment (Chapter 19.08 – Definitions of Title 19 of the Perris Municipal Code)
Exhibit 2:	Zoning Code Text Amendment (Chapter 19.36 – CN Zone of of Title 19 of the Perris Municipal Code)
Exhibit 3:	Zoning Code Text Amendment (Chapter 19.38 – CC Zone of of Title 19 of the Perris Municipal Code)
Exhibit 4:	Zoning Code Text Amendment (Chapter 19.44 - Industrial Zones of Title 19 of the Perris Municipal Code)
Exhibit 5:	Zoning Code Text Amendment (Chapter 19.54 – Authority and Review Procedures and Chapter 19.61 – Conditional Use Permits of Title 19 of the Perris Municipal Code)
Exhibit 6:	Zoning Code Text Amendment (Chapter 19.65 – Alcohol Beverage Sales Regulations of Title 19 of the Perris Municipal Code)

EXHIBIT 1

Zoning Code Text Amendment (Chapter 19.08 – Definitions of Title 19 of the Perris Municipal Code)

CHAPTER 19.08. DEFINITIONS

Sec. 19.08.010. Definitions.

The following words, terms and phrases, when used in this title, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Microbrewery means a use that: (i) is engaged in the on-site production of malt beverages, including beer and similar fermented beverages, in quantities limited to 15,000 barrels per year, which may include accessory activities such as brewing, fermenting, conditioning, bottling, canning, kegging, packaging, storage, and distribution of products produced on the premises; and (ii) includes retail sales of the malt beverages manufactured on-site for off-premises consumption and/or the on-site service and consumption of the malt beverages manufactured on the premises, and may also include retail sale of similar beverages produced off the premises, within a tasting room or taproom area. The use may include incidental food service, merchandise sales, tours, and educational events.

EXHIBIT 2

Zoning Code Text Amendment (Chapter 19.36 – CN Zone of of Title 19 of the Perris Municipal Code)

CHAPTER 19.36. CN ZONE (COMMERCIAL NEIGHBORHOOD)

Sec. 19.36.010. Purpose.

The CN Zone is to provide for the development of limited scale commercial uses adjacent to residential areas, which will serve the day-to-day shopping needs of local residents, in accordance with the objectives and policies of the city general plan. This zone shall be applicable to and correlate with the general plan land use designation of commercial neighborhood.

(Code 1972, § 19.36.010)

Sec. 19.36.020. Permitted uses.

(a) The following uses are permitted:

(1) *Retail, convenience, and specialty uses.*

a. Antique stores.

b. Apparel stores.

c. Appliance stores.

d. Book stores.

e. Craft stores.

f. Department stores.

g. Discount stores.

h. Drug store/pharmacies.

i. Florist.

j. Gift and card stores.

k. Hardware and paint stores.

l. Jewelry stores.

m. Nurseries.

n. Sporting goods.

(2) *General services.*

a. Banking services.

b. Beauty salons and barber shops.

c. Business and professional offices.

d. Day care centers.

e. Laundromat, dry cleaners, and laundry services.

(3) *Food services.*

a. Bakeries.

b. Candy, ice cream, and yogurt shops.

c. Coffee shops.

d. Delicatessens.

e. Liquor stores, consistent with chapter 19.65.

f. Restaurants, without drive-through services.

(4) *Miscellaneous uses.* Monopoles or similar wireless communications towers or facilities 55 feet or less in height.

(5) *Medical marijuana dispensaries.* See Chapter 5.54 (Medical Marijuana Dispensaries) of Title 5 (Business Regulations and Licenses) for requirements.

(b) Other similar uses: As approved by the director of planning and community development, as provided by 19.54.

(Code 1972, § 19.36.020; Ord. No. 1330, § 2(A), 11-8-2017)

Sec. 19.36.025. Uses subject to a Minor Conditional Use Permit.

(a) The following uses shall be allowed subject to obtaining a minor conditional use permit, as provided by chapter 19.61:

(1) Arcades

(2) Bowling Alleys

(3) Drive-thru Services – Banks and Pharmacies only

(4) Florist Shops with incidental off sale Alcohol Sales

(5) Health and Fitness (less than 5,000 sq. ft.)

(6) Microbrewery (subject to PMC Chapter 19.65)

(7) Skating facilities

(8) Tutoring Center (less than 20 students)

(9) Urgent Care

(10) Veterinary Services

(11) Vocational Schools (20 people or less)

(b) Other similar uses: Approved by the Director of Development Services, as provided by chapter 19.54.

Sec. 19.36.030. Uses subject to a conditional use permit.

(a) The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 19.61:

(1) Any home or other facility for the aged or children that is licensed or required to have a permit by the state, excluding child care facilities, as provided by chapter 19.83.

(2) Any public or private hospital, medical clinic or other facility licensed or required to have a permit by the state.

(3) Convenience stores with alcohol related sales, consistent with chapter 19.65.

(4) General automotive repair.

(5) Monopoles or other similar wireless communications towers or facilities more than 55 feet in height.

(6) Restaurants with drive-through services.

(7) Service stations, with or without automobile repair.

(b) Other similar uses: Approved by the director of planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.36.030)

Sec. 19.36.040. Permitted accessory uses.

Accessory uses incidental to the primary use are allowed consistent with the provisions of this title.

(Code 1972, § 19.36.040)

Sec. 19.36.050. Administrative permit.

No uses require an administrative permit.

(Code 1972, § 19.36.050)

Sec. 19.36.060. Prohibited uses.

The following uses shall be prohibited:

(1) Residential uses.

(2) Industrial uses.

(3) Medical related uses.

(4) Outdoor swap meets.

(Code 1972, § 19.36.060)

Sec. 19.36.070. Temporary uses.

Temporary uses shall be allowed consistent with the provisions contained in chapter 19.60.

(Code 1972, § 19.36.070)

Sec. 19.36.080. Development criteria.

(a) *General provisions.*

(1) All uses shall be conducted within a fully enclosed building, except:

EXHIBIT 3

Zoning Code Text Amendment (Chapter 19.38 – CC Zone of of Title 19 of the Perris Municipal Code)

CHAPTER 19.38. CC ZONE (COMMERCIAL COMMUNITY)

Sec. 19.38.010. Purpose.

The CC Zone is to provide for retail, professional office, and service oriented business activities which serve the entire city. This zone shall be applicable to and correlate with the general plan land use designation of commercial community.

(Code 1972, § 19.38.010)

Sec. 19.38.020. Permitted uses.

(a) The following uses are permitted:

(1) *General retail uses.*

a. Automotive sales.

b. Furniture sales.

c. Garden and farm supplies.

d. Home improvement centers/building material stores.

e. Office equipment.

f. Pet and pet supply.

g. Retail outlets.

h. Sporting goods.

i. Vehicle sales.

(2) *General entertainment uses.*

a. Bowling alleys.

b. Movie theaters.

(3) *General service uses.*

a. Carwash.

b. Health clubs.

c. Lube and tune centers.

d. Hotels and motels.

e. Medical and dental offices, excluding urgent care facilities and hospitals.

f. Medical clinics (If a license or permit is required by the state, then a conditional use permit is required; see section 19.38.030).

g. Mortuary and funeral homes.

h. Printing and copying shops.

(4) *Food service uses.*

a. Bakeries.

b. Candy, ice cream, and yogurt shops.

c. Coffee shops.

d. Delicatessens.

e. Liquor stores, consistent with chapter 19.65.

f. Restaurants, without drive-through services, consistent with chapter 19.65.

(5) *Miscellaneous uses.* Monopoles or similar wireless communications towers or facilities 65 feet or less in height

(6) *Medical marijuana dispensaries.* See Chapter 5.54 (Medical Marijuana Dispensaries) of Title 5 (Business Regulations and Licenses) for requirements.

(b) *Other similar uses.* As approved by the director of planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.38.020; Ord. No. 1330, § 2(B), 11-8-2017)

Sec. 19.38.025. Uses subject to a Minor Conditional Use Permit.

(a) The following uses shall be allowed subject to obtaining a minor conditional use permit, as provided by chapter 19.61:

(1) Arcades

(2) Drive-thru Services – Banks and Pharmacies only

(3) Florist Shops with incidental off sale Alcohol Sales

(4) Health and Fitness (less than 5,000 sq. ft.)

(5) Microbrewery (subject to PMC Chapter 19.65)

(6) Skating facilities

(7) Tutoring Center (less than 20 students)

(8) Urgent Care

(9) Veterinary Services

(10) Vocational Schools (20 people or less)

(b) Other similar uses: Approved by the Director of Development Services, as provided by chapter 19.54.

Sec. 19.38.030. Uses subject to a conditional use permit.

(a) The following uses shall be allowed subject to obtaining a conditional use permit, as provided by chapter 19.61:

(1) Amusement centers.

(2) Any home or other facility for the aged or children that is licensed or required to have a permit by the state, excluding child care facilities, as provided by chapter 19.83.

(3) Any public or private hospital, medical clinic or other facility licensed or required to have a permit by the state.

(4) Billiard halls.

(5) Carwash.

(6) Convenience stores with alcohol related sales, consistent with chapter 19.65.

(7) General automotive repair.

(8) Monopoles or other similar wireless communications towers or facilities more than 65 feet in height.

(9) Restaurants with drive-through services.

(10) Service stations, with or without automotive repair.

(11) Urgent care facilities.

(b) Other similar uses: Approved by the director or planning and community development, as provided by chapter 19.54.

(Code 1972, § 19.38.030)

Sec. 19.38.040. Permitted accessory uses.

Accessory uses incidental to the primary use are allowed consistent with the provisions of this title.

(Code 1972, § 19.38.040)

Sec. 19.38.050. Administrative permit.

No uses require an administrative permit.

(Code 1972, § 19.38.050)

Sec. 19.38.060. Prohibited uses.

The following uses shall be prohibited:

(1) Industrial uses.

(2) Outdoor swap meets.

(3) Residential uses.

(Code 1972, § 19.38.060)

Sec. 19.38.070. Temporary uses.

Temporary uses shall be allowed consistent with the provisions contained in chapter 19.60.

(Code 1972, § 19.38.070)

EXHIBIT 4

Zoning Code Text Amendment (Chapter 19.44 - Industrial Zones of Title 19 of the Perris Municipal Code)

Sec. 19.44.020. Land uses and permit requirements.

The Industrial land uses allowed in each zoning district are identified in the following table as being P (permitted), CUP (allowed subject to prior approval of a conditional use permit), A (accessory to a permitted or conditional uses), or PRO (prohibited). When a use is not listed specifically as either a permitted use or conditionally permitted use under a particular zoning district or category it is generally not permitted. However, the director of development services has the authority to determine if the use is substantially similar to other uses in the particular zone to justify a finding that it should be deemed either a permitted use or conditionally permitted use.

(1) P, permitted uses are allowed subject to compliance with all applicable provisions of the zoning ordinance, and to obtaining any other permit required by this Code, including a business license.

(2) A, accessory uses are allowed subject to compatibility with permitted and conditionally permitted uses. Such uses are defined as being clearly subordinate to the principal use of the building or lot, and serve a purpose customarily associated with the principal use.

(3) CUP, conditional use permit is required; please refer to chapter 19.61.

(4) MCUP, minor conditional use permit is required; please refer to chapter 19.61.

(54) PRO, prohibited uses are not allowed in this district.

ALLOWED LAND USES IN INDUSTRIAL ZONE DISTRICTS

Land Use	BP	LI	GI	See Section
Adult entertainment	PRO	PRO	P	Chapter 5.50
Animal or poultry slaughter	PRO	PRO	CUP	Chapter 8.08
Business support services	P	P	CUP	Chapter 19.08
Cabinet and woodworking shops	PRO	P	P	
Carpet and furniture sales	P	CUP	CUP	
Carwash	P	P	P	
Chemical use	PRO	CUP	P	
Churches	CUP	CUP	CUP	
Child care center/nursery school, private	CUP	CUP	PRO	Chapter 19.83
Child care for employee children only	A	A	A	Chapter 19.83
Clinics including dental, medical, and optical	P	P	CUP	
Distributors and showrooms	P	P	P	
Emergency shelters for the homeless (40 persons or less)	PRO	PRO	P	19.44.090(6)
Emergency shelters for the homeless (more than 40 persons)	PRO	PRO	CUP	19.44.090(6)
Equipment rental, storage, and sales	PRO	P	P	
Explosive devices, manufacture or storage	PRO	PRO	CUP	
Food products, manufacturing	CUP	P	P	Chapter 19.08
Fueling stations and services	CUP	CUP	CUP	
Hospitals and urgent care centers	CUP	CUP	CUP	
Indoor commercial recreation	~~CUP~~ MCUP	CUP	CUP	

Kennels, veterinarians, and animal services	CUP	CUP	P	Chapter 8.08
Laundry, dry cleaning and cleaning plants	PRO	P	P	
Machine shops	CUP	P	P	
Manufacturing, light	CUP	P	P	Chapter 19.08
Manufacturing, heavy	PRO	CUP	P	Chapter 19.08
Medical marijuana dispensary	P	P	P	Chapter 5.54
Microbrewery	MCUP	MCUP	CUP	Chapter 19.65
Mini-storage/wholesale storage	CUP	P	P	
Monopoles or similar wireless towers or facilities 70 feet or less in height	P	P	P	Chapter 19.85
Monopoles or other similar wireless towers or facilities more than 70 feet in height	CUP	CUP	CUP	Chapter 19.85
Offices	P	P	A	Chapter 19.08
Outdoor dismantling and salvage yards	PRO	PRO	CUP	
Outdoor storage and activities	PRO	CUP	CUP	Chapter 19.08
Pest control	PRO	P	P	
Pharmaceutical, manufacturing and supply	P	P	P	
Photography studios and laboratories	P	P	CUP	
Recycling facilities	PRO	CUP	P	
Research and development	P	P	A	Chapter 19.08
Residential uses, caretaker quarters	CUP	A	A	
Residential uses, general	PRO	PRO	PRO	
Restaurants	P	P	P	
Restaurants serving alcoholic beverages	MCUP	CUP	CUP	Chapter 19.65
Restaurants with drive-through services	CUP	CUP	CUP	19.69.030(b)(5)
Restaurants with entertainment	CUP	CUP	CUP	
Retail sales	P	A	A	
Retail, liquor stores	PRO	PRO	PRO	Chapter 19.65
Schools, technical and trade	CUP	CUP	PRO	
Storage, less than ten percent of the site or floor area	A	A	A	
Studios for art, exercise, and dance	P	CUP	PRO	
Transportation, trucking yards, stations, and terminals	PRO	CUP	P	
Upholstering shops	CUP	P	P	
Urgent Care	MCUP	MCUP	CUP	
Vehicle, auctions	CUP	CUP	CUP	
Vehicle, major body repair and painting	PRO	CUP	P	
Vehicle, minor repairs and services	CUP	P	P	

Vehicle, sales and automobile dealerships	P	CUP	PRO	
Vehicle, storage and towing yards	PRO	CUP	P	
Veterinary Services	MCUP	MCUP	P	
Vocational Schools (20 people or less)	MCUP	MCUP	MCUP	
Warehouse - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	P P CUP[2,3]	P P CUP[2,3]	Chapter 19.08
Warehouse/distribution center - Up to 50,000 square feet - Larger than 50,000 square feet	PRO	 P CUP[2,3]	 P CUP[2,3]	Chapter 19.08
Warehouse/distribution center	PRO	P	P	Chapter 19.08, 19.44.090(1)
Warehouse retail	P	CUP	PRO	
Wholesale	CUP	P	P	

Notes:

1. Any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Conditional Use Permit (CUP) issued prior to adoption of this Zoning Code Amendment, may continue to operate in the BP Zone as permitted use, provided the CUP remains valid and has not expired.
2. This conditional use permit requirement shall apply only to warehouse and distribution center uses that exceed 50,000 square feet in total building floor area; the approval authority for such conditional use permits shall be the City Council. Any warehouses and distribution centers 50,000 square feet or less shall require a Development Plan Review.
3. Any legally established warehouse or distribution center, whether already constructed, currently operating, or approved but not yet built with a valid Development Plan Review (DPR) issued prior to adoption of this Zoning Code Amendment, may continue to operate in the LI or GI Zone as permitted use, provided the DPR remains valid and has not expired.

(Code 1972, § 19.44.020; Ord. No. 1330, § 2(C), 11-8-2017)

EXHIBIT 5

Zoning Code Text Amendment (Chapter 19.54 – Authority and Review Procedures and Chapter 19.61 – Conditional Use Permits of Title 19 of the Perris Municipal Code)

Sec. 19.54.030. Review authority and processing procedures.

(a) *Processing review and authority.*

(1) *Review and approval authority.* All actions covered by this chapter shall be processed in the manner prescribed below. The following matrix outlines the actions, review authority, and approval authority for each type of application:

Type of Application	Review Authority	Approval Authority
Type of Action: Discretionary		
• Administrative determinations	• Staff	• Director of Development Services
• Administrative development plan review (more than 4 single-family, less than 4 multi-family, new non-residential less than 2,500 square feet, and conversion of residential structure to non-residential use)	• Staff • Responsible agencies	• Director of Development Services
• Agricultural Preserve Applications	• Staff • Responsible Agencies • Planning Commission	• City Council
• Annexations	• Staff • Responsible Agencies • Planning Commission	• City Council
• Conditional Use Permits	• Staff • Responsible Agencies	• Planning Commission
• Minor Conditional Use Permits	• Staff • Responsible Agencies	• Director of Development Services
• Development Plan Review -Residential development > 10 dwelling units, unless exempted elsewhere in this Title. - All new non-residential development	• Staff • Responsible Agencies • Planning Commission	• City Council
• Development Plan Review - Residential ≤ 10 dwelling units)	• Staff • Responsible agencies	• Director of Development Services
• General Plan Amendment	• Staff • Responsible agencies • Planning commission	• City council

• Major Modification	• Same authorities as for new application	• Same Authority as for new application
• Minor Modification	• Staff • Responsible agencies	• Director of Development Services
• Minor Adjustment	• Staff • Responsible agencies	• Director of Development Services
• Minor Development Plan review	• Staff • Responsible Agencies	• Director of Development Services
• Reversions to acreage	• Staff • Responsible agencies	• City council
• Surface Mining Permits	• Staff • Responsible agencies • Planning commission	• City council
• Sign Program	• Staff • Responsible agencies	• Director of Development Services
• Specific Plan	• Staff • Responsible agencies • Planning commission	• City council
• Street Naming	• Staff • Responsible agencies	• Planning Commission
• Temporary Use Permit	• Staff • Responsible agencies	• Director of Development Services
• Tentative Parcel Map (without Development)	• Staff • Responsible agencies	• Planning Commission
• Tentative Parcel Map (with Development)	• Staff • Responsible agencies	• Planning Commission
• Tentative Tract Map (with Legislative Action)	• Staff • Responsible agencies	• City Council
• Tentative Tract Map (without Legislative Action)	• Staff • Responsible agencies	• Planning Commission
• Variance	• Staff • Responsible agencies	• Planning Commission
• Zone Change	• Staff • Responsible agencies • Planning commission	• City council
• Zoning Text/Map (Ordinance) Amendment	• Staff • Responsible agencies • Planning commission	• City council
Non-discretionary		
• Permitted uses	• City staff • Other responsible agencies	• Director of Development Services

(2) *Referral to next higher authority. The Director of Development Services may refer an application to the next higher authority due to special issues, impacts related to the project, or controversy.*

(3) *Appeals.* Decisions of the Director of Development Services may be appealed to the Planning Commission. Decisions of the Planning Commission may be appealed to the City Council. All appeals must file an application within 10 calendar days from the day of the decision and be accompanied by the appropriate fee and letter providing the reasons for the appeal. If the tenth day falls on a non business day for the City (Holidays and weekends), the appeal period shall be extended to the next business day. Appeals shall be filed with the Development Services Department.

(4) Multiple and concurrent applications. When multiple applications related to a project are concurrently processed and that project also contains an application which requires review and determination by a higher authority, then all these applications, with the exception of sign permits, shall be reviewed and referred to the higher authority for determination. The final environmental determination and decision on all of the concurrent applications related to a project shall be made by the highest level of approval authority for any of the applications. For example the city council shall review and determine the final action for all applications concurrently processed with a General Plan amendment or Zone Change.

(5) *Modifications.* Major modifications to approved projects shall be reviewed and a determination shall be made by the same authority as required for initial approval. Minor modifications shall be reviewed and a determination shall be made by the director of planning and community development. The director of planning and community development shall be responsible for determining whether or not a proposed modification is deemed significant depending on the circumstances involved and should be considered a major modification or minor modification. The approval of major or minor modifications to approved projects shall not extend the expiration date of the original project approvals, unless specified in the conditions of approval of said modification.

(5) *Violation of conditions.* Whenever a permit is conditionally approved or modified by the approving authority, the use or enjoyment of the permit approval without observance or in violation of any such conditions shall constitute a violation of the Code. Violations may be enforced in accordance with the processes and procedures for violations of the Code, or may constitute grounds for the permit to be revoked or suspended as provided in this Code.

(b) *Processing procedures*

(1) All development applications are subject to city review, except as exempted in Section 19.50.030.

(2) *Abandonment of applications.*

a. An application for permits or approvals as specified in this chapter shall be deemed to have been abandoned when information and/or fees have been requested in writing to complete or continue application processing and the requested information and/or fees have not been received by the Planning Division within 90 days of the request.

b. The applicant may provide a written request for extension, which must be supported by a written explanation of the delay, stating the date by which the further application material and or fees will be submitted. If the director finds that special circumstances exist and that unusual hardship to the applicant would result from deeming the application abandoned, the director may extend the period during which the required material must be submitted. If the required material has not been submitted by the new date and if the director has not further extended the allowable period, the application shall be deemed abandoned without further notification.

(3) *Final effective date of approvals.* The final effective date of any approval shall be the first business day after all applicable appeals periods have lapsed, or the final action has occurred on any appeal. Permits shall not be issued and land uses or construction shall not commence for any use or structure involved in any application required by this Code until the final effective date of the required approvals.

Sec. 19.54.040. Findings of approval for discretionary applications.

(a) *Zone change.* The purpose of a zone change is to ensure the city can modify land use requirements to reflect the changing needs of the area and ensure compatibility with the city's general plan. Prior to granting approval of a zone change application the following findings shall be adopted:

(1) The proposed zoning is consistent with the general plan land use map and applicable general plan objectives, policies, and programs.

(2) The proposed zoning is compatible with or provides adequate buffering of adjoining uses.

(3) The proposed zoning is a logical extension of the existing zoning pattern.

(b) *Specific plans.* The purpose of a specific plan is to allow the city to prepare unique policies and development standards which respond to the specific needs of individual projects. Prior to granting approval of a specific plan application the following findings shall be adopted:

(1) The specific plan is consistent with the general plan land use map and applicable general plan objectives, policies, and programs.

(2) The specific plan provides adequate text and diagrams to adequately address the following issues in detail:

a. The distribution, location, and extent of the uses of land, including open space, within the area covered by the plan.

b. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the plan and needed to support the land uses described in the plan.

c. Standards and criteria by which development will proceed, and standards for the conservation, development, and utilization of natural resources, where applicable.

d. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained in paragraphs a, b, and c above.

(c) *Conditional ~~U~~use ~~P~~permits or ~~M~~minor Conditional ~~U~~use ~~P~~permits* The purpose of a conditional use permit or minor conditional use permit is to: assure compatibility of the proposed use with other existing and potential uses within the general area; assure the proposed use is consistent and compatible with the purpose of the zone in which it is located; and, recognize and compensate for potential impacts that could be generated by the proposed use, such as noise, smoke, dust, fumes, vibration, odors, and hazards. Prior to granting approval of a conditional use permit or minor conditional use permit the following findings shall be adopted:

(1) The proposed location of the conditional use is in accord with the objectives of this Title and the purposes of the zone in which the site is located.

(2) The proposed plan is consistent with the city's general plan and conforms to all specific plans, zoning standards, applicable subdivision requirements, and other ordinances and resolutions of the city.

(3) The proposed location of the conditional use and the conditions under which it would be operated or maintained will not be detrimental to the public health, safety or welfare, or materially injurious to properties or improvements in the vicinity.

(4) The architecture proposed is compatible with community standards and protects the character of adjacent development.

(5) The landscaping plan ensures visual relief and provides an attractive environment for the public's enjoyment.

(d) *Variances* The purpose of a variance is to allow for deviations from the standards contained in this title. Variances from the terms of the development code shall be granted only when, because of special circumstances applicable to the property, including size, shape, topography, location or surroundings, the strict application of the development code deprives such property of privileges enjoyed by other property in the vicinity and under identical zoning classification. Those standards which are determined administratively or at the discretion of the planning commission shall not be subject to the variance provisions. A variance shall not be granted for a parcel of property which authorizes a use or activity which is not otherwise expressly authorized by the development code governing the property. Prior to granting approval of a variance the following findings shall be adopted:

(1) There are unique physical circumstances applicable to the subject land, including size, shape, topography, location or surroundings. If the reviewing body finds that the physical circumstances are similar to other parcels in the zone, such circumstances are not unique and a variance shall not be granted.

(2) The strict application of zoning standards deprives the property of the right to use the land in manner enjoyed by other conforming property in the vicinity under identical zoning standards.

(3) The granting of the variance and any appropriate conditions of approval shall not constitute a grant of special privileges which other conforming property properties in the vicinity do not enjoy under identical zoning standards.

(4) The granting of the variance will not adversely affect the objectives, policies, and programs contained in the city's general plan.

CHAPTER 19.61. - CONDITIONAL USE PERMITS AND MINOR CONDITIONAL USE PERMITS

Sec. 19.61.010. - Purpose and intent.

The Cconditonditional Uuse Ppermit and Mminor Conditional Uuse Ppermit procedures areis intended to provide for uses that are:

(1) Types of uses.

a. Necessary or desirable for the development of the community or region but are not permitted uses in the individual district due to the use's unique character, including, but not limited to, the possible effect of the use on public facilities or surrounding uses;

b. Appropriate as accessories to the development of neighborhoods or the community; or

c. Appropriate uses in the district in which they are allowed subject to a Ceonditional Uuse Ppermit or Mminor Conditional Use use Ppermit, but requiring specific consideration of the proposed use or development.

(2) Conditions. In granting any Ceonditional Uuse Ppermit or Mminor Conditional Uuse Ppermit, the planning commissionreview authority shall affix those conditions which it determines will tend to safeguard the public health, convenience and general welfare in the city.

Sec. 19.61.015. – Review Authority

(a) **Minor Conditional Use Permits.** Minor Conditional Use Permits shall be reviewed by and either approved, conditionally approved, or denied by the Ddirector of Ddevelopment Sservices and shall be appealable to the Planning Commission as per PMC Section 19.54.030(a)(3).

(b) **Conditional Use Permits.** Conditional Use Permits shall reviewed by and either approved, conditionally approved, or denied by the Pplanning Ccommission and shall be appealable to the Planning Commission as per PMC Section 19.54.030(a)(3).

Sec. 19.61.020. - Application qualifications.

Applications for Ceonditional Uuse Ppermits or Mminor Conditional Uuse Ppermits will be accepted only from persons having legal authority to take action in accordance with the permit, such as owners or lessees of property, or their agents, or persons who have contracted to purchase property contingent upon their ability to acquire the necessary permits under this chapter, or the agents of such persons who may make application in the name of such owners, lessees or contract vendees.

Sec. 19.61.030. - Application procedure.

(a) Application requirements.

(1) The application for Ceonditional Uuse Ppermits or Mminor Conditional Uuse Ppermits shall be made to the Ddevelopment Sservices Ddepartment on forms provided by the city.

(2) All applications for conditional use permits or Mminor Conditional uUse Ppermits must be complete before the city is required to consider the application. An application is complete when it contains all the information that is necessary for the city to decide whether or not the development, if completed as proposed, will comply with all of the requirements of this chapter.

(3) The application shall contain thereon full and complete information pertaining to the request, including a site plan of the proposed conditional use and development, and any additional and supplementary materials requested by the Ddirector of the Ddevelopment Sservices Ddepartment, such as detailed or technical design requirements and construction specifications relating to various types of improvements (streets, sidewalks, etc.).

(4) The applicant must provide the city with a list of property owners and their addresses who reside within a radius of 300 feet of the exterior boundaries of the property, using for this purpose persons who have listed for taxation real property within that area. The list of such persons shall be certified by a title company to ensure actual property ownership.

(5) Upon filing an application for a Ceonditional Uuse Ppermit or Mminor Conditional uUse Ppermits, a uniform fee, as established by city council resolution and any amendments thereto, shall be paid for the purpose of defraying the costs incidental to the proceedings.

(b) Investigation and prohibition.

(1) The ~~planning commissionCity~~ review authority shall investigate the facts bearing on each case to provide information necessary to assure action consistent with the intent and purpose of this Code.

(2) A person may not file and the Ddirector of the Ddevelopment Sservices Ddepartment shall not accept an application which is the same or substantially the same as an application upon which final action has been taken by the city within 12 months prior to the date of said application, unless accepted by a motion of the planning commission.

Sec. 19.61.035 – Public Notice – Minor Conditional Use Permit

(a) Upon the filing of a verified Mminor Conditional ~~u~~ Use Ppermit application, ~~that~~which is in compliance with this code and the California Environmental Quality Act, the Ddevelopment Sservices Ddepartment shall mail a notice of said application to all property owners within 300 feet of the exterior boundaries of the property.

(b) The notice shall include a description and location of the project, as well as directions on how to provide written comments on the project and a deadline to provide comments.

(c) Not fewer than 15 calendar days from the mailing of the public notice, the Ddirector of Ddevelopment Sservices shall render a decision. A notice of decision shall be mailed to the applicant and any party that provided written comment.

Sec. 19.61.040. - Public hearing – Conditional Use Permit.

(a) Upon the filing of a verified Ceonditional Uuse Ppermit application, the Ddevelopment Sservices Ddepartment shall set a public hearing before the Pplanning Ceommission when the Ddirector of Ddevelopment Sservices has determined that the application is in compliance with this Code and the California Environmental Quality Act.

(b) The notice and public hearing procedure shall be consistent with Chapter 19.56, Public Hearing Procedures.

Sec. 19.61.050. - Findings and conditions.

The ~~planning commission~~review authority may not grant a ~~c~~Conditional Uuse Ppermit or Mminor Conditional ~~u~~ Use ~~permit~~Permit for any use for which a Ceonditional Uuse Ppermit or Mminor Conditional Uuse Ppermit may be granted under any provision of this Code unless it has first found from the evidence admitted ~~during the hearing before the commission~~ that the proposed use meets the findings contained in section 19.54.040(c).

Sec. 19.61.060. - Revocation.

(a) Public hearing. The ~~p~~Planning ~~C~~ommission, on its own motion at a public hearing, may revoke or modify a ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit upon making one of the findings in subsection (c) of this section.

(b) Written notice. Written notice of such public hearing shall be served on the owner of the property for which such ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~u~~ Use ~~P~~permit was granted and in accordance with section 19.56, at least ten days before such public hearing. Said notice shall be served upon the permittee either personally or by registered mail, postage prepaid, return receipt requested.

(c) Revocation findings. A ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~u~~Use ~~P~~permit may be revoked or modified upon the making of one or more of the following findings:

(1) That the use is detrimental to the public health or safety or is a nuisance.

(2) That the ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit was obtained by fraud.

(3) The use for which the permit was granted is not being exercised.

(4) That the use for which the permit was granted has ceased or discontinued for a period of one year, or been suspended or abandoned for a period of one year or more.

(5) That the conditions of the improvements, if any, on a property for which a nonconforming ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit is operative, is such that they can be used or altered so as to be used in conformity with the uses permitted in the zone in which such property is located without impairing the constitutional rights of any person.

(6) That the property owner has not complied with any or all conditions of the ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit.

(d) Planning ~~c~~Commission action. After a hearing upon the revocation of a ~~C~~onditional ~~U~~se permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit, the ~~P~~planning ~~C~~ommission shall report its findings of fact and recommendations and shall determine the facts and may revoke, modify, or allow to remain unchanged the ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit in accordance with the ~~planning commission's~~Planning Commission's final determination in such matters.

Sec. 19.61.070. - Existing permits.

Any ~~C~~onditional ~~U~~se ~~p~~Permit or ~~M~~minor Conditional ~~U~~se ~~P~~permit granted pursuant to any zoning ordinance enacted prior to the effective date of the ordinance codified in this chapter shall be construed to be a ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional ~~use permit~~Use Permit under this title, subject to all conditions imposed in such permit unless otherwise provided in this chapter. Such permit may, however, be revoked or voided as provided in section 19.61.060.

Sec. 19.61.080. - Effective date.

No ~~C~~onditional ~~U~~se ~~P~~permit or ~~M~~minor Conditional Use Permit~~use permit~~ granted or authorized as provided in this chapter shall become effective until ten days after the date of the decision of the ~~planning~~

~~commission~~review authority granting and authorizing said Conditional Use Permit~~conditional use permit~~ or ~~minor use permit~~Minor Conditional Use Permit; or until the effective date thereof as provided in the permit; provided that the latter date is more than ten days later than the effective date of said resolution.

Sec. 19.61.090. - Time limit.

The determination of the ~~planning commission~~review authority granting a permit shall contain as a condition thereof the following: "The permit hereby allowed is conditioned upon the privileges being utilized within 36 months after the effective date, and if they are not utilized or less than ten percent of the total cost of construction, erection, alteration, excavation, demolition, or similar work on any development authorized by such permits has been completed on the site, this authorization shall become void, and any development deemed to have lapsed." The ~~planning commission~~review authority, however, shall have authority to extend the time limit in accordance with section 19.50.070 upon a finding of unavoidable delay. Once any portion of the Conditional Use Permit or Minor Conditional Use Permit~~conditional use permit or minor use permit~~ is utilized, the other conditions thereof become immediately operative and must be strictly complied with.

Sec. 19.61.100. - Term.

(a) Each Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit lawfully existing at the time of adoption of the ordinance amending this section, and those ~~conditional use permits~~Conditional Use Permits or Mminor Conditional Uuse Ppermits granted in compliance with the provisions of this chapter, shall remain in effect for the effective life of the business service, or use authorized by such permit, subject to any conditions of approval or operating standards imposed by the Pplanning Ccommission or Director of Development Services Department. Such permit shall remain in effect upon a change of ownership, provided the new owner/operator agrees in writing to all applicable conditions and operating standards prior to reopening or maintaining the use under new ownership. To allow for minor deviations in operating standards and conditions, the Ddevelopment Sservices Ddirector may make an administrative determination that a use is in substantial compliance with an approved conditional use permit.

(b) The Ddevelopment Sservices Ddirector may approve minor changes to the required conditions and operating standards of an approved Cconditional Uuse Ppermit or Minor Conditional Use Permit.

Sec. 19.61.110. - Revisions to site plan.

(a) Approval of minor revisions. Minor revisions to a site plan approved as part of a ~~conditional use permit may be made after review and approval by the director of development services~~Conditional Use Permit or Minor Conditional Use Permit may be made after review and approval by the Director of Development Services. Minor revisions are defined as revisions which in no way violate the intent of any of the standards or conditions of the permit or of the zone.

(b) Non-minor revisions. Revisions other than minor revisions, as defined in subsection (a) of this section, may be pursued consistent with the regular Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit procedures set forth in this chapter.

(c) Approved site plans. All copies of the approved revised site plan shall be dated and signed by the Ddirector of Ddevelopment Sservices and made a part of the record of the subject Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit. One copy of said approved revised site plan shall be mailed to the applicant.

Sec. 19.61.115. - Administrative compliance review.

(a) The Ddevelopment Sservices Ddepartment will monitor compliance with required conditions of approval and will conduct an administrative compliance review every five years after approval of any Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit. However, nothing in this section shall preclude ~~the director~~the Director of Ddevelopment Sservices, at his discretion or upon the direction of the Pplanning Ccommission, from initiating an administrative compliance review at any time during the effective life of a Cconditional Uuse Ppermit or Minor Conditional Use Permit. The permittee shall pay the required fee as adopted by resolution for an administrative compliance review.

(b) During the administrative compliance review, the Ddevelopment Sservices Ddepartment shall inspect the subject property to determine compliance with all conditions of approval or other operational standards. Upon determination that the property or use is not in compliance, the permittee shall immediately bring the property or use into compliance. The Ddevelopment Sservices Ddepartment may grant a limited extension provided the permittee agrees in writing to a schedule for bringing the property or use into compliance.

(c) If after the administrative compliance review the property or use is not brought into compliance in accordance with this section, the Ddevelopment Sservices Ddepartment may, in addition to any other remedy, recommend to the Pplanning Ccommission that the Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit be revoked or modified.

Sec. 19.61.120. - Failure to comply.

Noncompliance with any condition on a Cconditional Uuse Ppermit or Mminor Conditional Uuse Ppermit shall be a violation of this title and constitute a criminal misdemeanor offense unless, at the discretion of the city attorney, such offense is charged as in infraction pursuant to section 1.16.010.

EXHIBIT 6

Zoning Code Text Amendment (Chapter 19.65 – Alcohol Beverage Sales Regulations of Title 19 of the Perris Municipal Code)

CHAPTER 19.65. ALCOHOLIC BEVERAGE SALES REGULATIONS

Sec. 19.65.010. Purpose and intent.

The general purpose and intent in regulating the location of commercial retail uses which sell alcoholic beverages is to provide minimum development standards which are designed to minimize the effects on health, safety, and public welfare.

(Code 1972, § 19.65.010)

Sec. 19.65.020. Permitted zoning for alcoholic beverage sales.

The sale of alcoholic beverages for off-site and/or on-site consumption shall only be allowed in the CN and CC zones, provided that the appropriate permits have been obtained. The sale of alcoholic beverages for on-site consumption shall be conditionally permitted in the GI Zone, and sale for off-site consumption shall not be permitted in the GI Zone.

(Code 1972, § 19.65.020)

Sec. 19.65.030. Development standards.

(a) *Permitted uses.*

(1) A development plan review pursuant to chapter 19.50 shall be required for the following uses:

a. Drugstores.

b. Grocery Stores.

c. Private non-profit organizations.

d. Restaurants (on-site alcohol only).

(2) The uses listed above are exempt from the distance requirements that follow in this section.

(3) The uses listed above, if located in an approved shopping center, shall require clearance from the department of planning and community development prior to approval for tenant improvements.

(b) *Conditional permitted uses.* A conditional use permit shall be required for the following uses, unless a stricter land use regulation (e.g., prohibited use) applies under other provisions of this code for the relevant zone:

(1) Any minimart with the sale of alcoholic beverages.

(2) Any service station which sells both motor fuel and alcoholic beverages.

(3) Cocktail lounges/bars.

(4) Liquor stores.

(5) Restaurants selling alcoholic beverages for off-site consumption.

(c) Minor *Conditional permitted uses.* A Minor Conditional Use Permit shall be required for the following uses, unless a stricter land use regulation (e.g., CUP or prohibited use) applies under other provisions of this code for the relevant zone:

(1) Microbrewery.

(d) *Additional information.* In addition to the information required with the application for a conditional use permit or minor conditional use permit as detailed in chapter 19.61, the following information must also be provided with the submittal package:

(1) The distance to the nearest park.

(2) The distance to the nearest school.

(3) The distance to the nearest church.

(4) If a minimart or service station with the sale of alcoholic beverages, the distance to the nearest minimart or service station with the alcoholic beverage sales.

(ed) *Prohibited.*

(1) No minimart, cocktail lounge, liquor store or service station selling alcoholic beverages shall locate within 1,000 feet of a church, school, park or playground.

(2) There shall be no more than one minimart or service station selling alcoholic beverages in any single shopping center.

(3) Minimarts selling alcoholic beverages and service stations selling alcoholic beverages shall not be located within 2,640 feet (one-half mile) of any existing or approved minimart or service station which sells alcoholic beverages.

(fe) *Exemptions.* Minimarts locating in a shopping center shall be exempt from the distance requirements; provided that the mandatory findings pursuant to section 19.65.040 can be made.

(gf) *Additional standards for service stations.* Service stations and minimarts which sell alcoholic beverages shall also adhere to the following standards:

(1) The owner of each location and the management at each location shall educate the public regarding driving under the influence of intoxicating beverages, driving with open containers and the penalties associated with the violation of each of these laws. This educational requirement may be met by posting prominent signs, decals and/or brochures at points of purchase.

(2) No displays of beer, wine or other alcoholic beverages shall be located within five feet of any building entrance or checkout counter.

(3) Cold beer or wine shall be sold from or displayed in the main, permanently affixed electrical cooler only.

(4) No beer, wine or other alcoholic beverage advertising shall be located on gasoline islands; and no lighted advertising for beer, wine or other alcoholic beverages shall be located on the exterior of the buildings or within the window areas.

(5) No sale of alcoholic beverages shall be made from a drive-through window.

(6) Conditional use permits shall be required consistent with chapter 19.61.

(Code 1972, § 19.65.030)

Sec. 19.65.040. Mandatory findings.

The following findings shall be made in order to approve a development plan for a use which involves the sale of alcoholic beverages or to grant a conditional use permit or minor conditional use permit for the sale of alcoholic beverages:

(1) The location or the use shall not result in adverse impacts on park facilities, school facilities, existing religious land uses and/or existing residential land uses.

(2) The traffic increases associated with the use will not result in potential hazards to existing pedestrian and/or vehicular traffic.

(3) The establishment shall not constitute an enforcement problem to the city police department.

(4) The development conforms to all applicable provisions of this Code.

(Code 1972, § 19.65.040)

ATTACHMENT 2

Resolution No. (Next in Order) finding that the Project is adequately covered by CEQA and amending Chapters 2.0 and 13.0 the PVCCSP, Chapter 5 of the DPSP and Chapter 3 of the GVSP

RESOLUTION NUMBER (next in order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ADOPTING, BASED UPON THE FINDINGS NOTED HEREIN, SPECIFIC PLAN AMENDMENT 26-00001 TO AMEND THE PERRIS VALLEY COMMERCE CENTER SPECIFIC PLAN (PVCCSP), DOWNTOWN PERRIS SPECIFIC PLAN (DTSP), AND THE GREEN VALLEY SPECIFIC PLAN (GVSP), TO ESTABLISH A FRAMEWORK FOR THE MINOR CONDITIONAL USE PERMIT (MCUP) PROCESS AND TO IDENTIFY LAND USES THAT WILL BE SUBJECT TO THE MCUP PROCESS

WHEREAS, the City of Perris ("City") is a general law city within the State of California; and

WHEREAS, the City of Perris ("Applicant") initiated Specific Plan Amendment (SPA) 26-00001 to establish a regulatory framework for a Minor Conditional Use Permit (MCUP) and identify certain land uses that will be subject to the MCUP process within the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan and the Green Valley Specific Plan; and

WHEREAS, Specific Plan Amendment 26-00001, as shown in Exhibits 1, 2, and 3 hereto, (collectively hereafter referred to as "Specific Plan Amendment 26-00001" or the "SPA") is proposed to amend the text of Chapter 2.0 (Land Use Plan) and Chapter 13.0 (Implementation and Administration) of the PVCCSP; Chapter 5 (Sections 5.4.1, 5.4.2 5.4.3, 5.7, and 5.10) of the Downtown Perris Specific Plan (DPSP); and Chapter 3 (Sections 3-5, 3-6 and 3-10) of the Green Valley Specific Plan (GVSP), establishing the regulatory framework for a Minor Conditional Use Permit process and designating certain land uses as requiring a Minor Conditional Use Permit within the specific plan areas; and

WHEREAS, the proposed SPA is intended to streamline the entitlement review process to support economic development within the City of Perris; and

WHEREAS, on February 24, 2026, the Riverside County Airport Land Use Commission (ALUC) determined that SPA 26-00001 is consistent with the 2014 March Air Reserve Base/Inland Port Airport Land Use Compatibility Plan (MARB ALUCP); and

WHEREAS, in accordance with California Government Code Section 65352.3 (Senate Bill 18), the City of Perris provided formal notification for tribal consultation regarding **the amendment** to those California Native American tribes identified by the Native American Heritage Commission as being traditionally and culturally affiliated with the geographic area of the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP), and Green Valley Specific Plan (GVSP); and

WHEREAS, the proposed SPA 26-00001 is considered a "project" as defined by the California Environmental Quality Act ("CEQA"); and

WHEREAS, on February 18, 2026, the Planning Commission conducted a duly noticed public hearing for Specific Plan Amendment 26-00001, and considered public testimony and materials in the staff reports and accompanying documents and exhibits; and, at which time all interested persons were given full opportunity to be heard and to present evidence; and

WHEREAS, on February 24, 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, on April 28, 2026, the City Council conducted a legally noticed public hearing for Specific Plan Amendment 26-00001, and having done so, now sees fit to adopt the amendment as provided herein; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PERRIS FINDS, DETERMINES AND RESOLVES AS FOLLOWS:

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

Section 2. The City Council finds, based on the whole administrative record, that:

A. Pursuant to CEQA Guidelines Sections 15162 and 15164, the project was assessed in the previously certified Perris Valley Commerce Center Specific Plan Environmental Impact Report ("EIR") (SCH: 2009081086), certified on January 10, 2012, and no subsequent EIR, negative declaration, or addendum is required for approval of the project. The EIR analyzes the mix of uses and provides area-specific land use regulations and development guidelines within the Perris Valley Commerce Center Specific Plan (PVCCSP) area, and the proposed amendment would not result in new significant environmental impacts or substantially increase the severity of previously identified impacts; and

B. Pursuant to CEQA Guidelines Sections 15162 and 15164, the project was assessed in the previously certified Downtown Perris Specific Plan Environmental Impact Report ("EIR") (SCH: 2010031028), certified on December 13, 2011, and no subsequent EIR, negative declaration, or addendum is required for approval of the project. The EIR analyzes the mix of uses and provides area-specific land use regulations and development guidelines within the Downtown Perris Specific Plan area, and the proposed amendment would not result in new

significant environmental impacts or substantially increase the severity of previously identified impacts; and

C. Pursuant to CEQA Guidelines Sections 15162 and 15164, the project was assessed in the previously certified Green Valley Specific Plan Environmental Impact Report ("EIR"), certified on March 5, 1990, and no subsequent EIR, negative declaration, or addendum is required for approval of the project. The EIR analyzes the mix of uses and provides area-specific land use regulations and development guidelines within the Green Valley Specific Plan area, and the proposed amendment would not result in new significant environmental impacts or substantially increase the severity of previously identified impacts.

D. Alternatively, the proposed SPA is exempt from CEQA pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that CEQA applies only to activities that 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, because the amendment establishes a procedural framework for a Minor Conditional Use Permit process within the Perris Valley Commerce Center Specific Plan, the Downtown Perris Specific Plan, and the Green Valley Specific Plan..

Specific Plan Amendment 26-00001 establishes a framework for a Minor Conditional Use Permit process within the PVCCSP, the DPSP and the GVSP. The proposed specific plan amendments are intended to streamline the entitlement process for certain land uses in a manner that supports orderly economic development in targeted areas of the City while maintaining full compliance with applicable zoning regulations and CEQA requirements for any future development proposals.

Section 3. Findings. Based upon the foregoing, all oral and written testimony (including without limitation testimony by members of the public and City staff and the related agenda submittal and exhibits/attachments presented to the City Council), the City Council hereby finds, with respect to the SPA, as follows:

A. The Specific Plan is consistent with the General Plan Land Use Map and applicable General Plan objectives, policies, and programs.

The proposed amendment to the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DTSP) and the Green Valley Specific Plan (GVSP) is to establish a framework for a Minor Conditional Use Permit (MCUP) process and to identify land uses that will be subject to the MCUP process. The proposed SPA is consistent with the applicable General Plan land use designation for the PVCCSP, DTSP, and the GVSP. The proposed SPA promotes Goal III, Policy III.A and Goal IV of the Land Use Element, which are as follows:

Goal III (Land Use Element): Commerce and industry to provide jobs for residents at all economic levels.

Policy III.A (Land Use Element): Accommodate diversity in the local economy.

Goal IV (Land Use Element): Consistency among all planning documents.

The proposed SPA is intended to make the PVCCSP, DTSP, and the GVSP consistent with the concurrently- proposed Perris Zoning Code text amendment. With the proposed SPA, the PVCCSP, DTSP, and the GVSP will all continue to be consistent with the General Plan objectives, policies and programs.

B. *The Specific Plan provides adequate text and diagrams to adequately address the following issues in detail:*

1. The distribution, location, and extent of the uses of land, including open space, within the area covered by the Plan.

The SPA will amend the Specific Plans (PVCCSP, DTSP and GVSP) to establish a framework for a Minor Conditional Use Permit (MCUP) process and to identify land uses that will be subject to the MCUP process within the PVCCSP, DTSP and the GVSP. The amended Specific Plans will continue to provide adequate text and diagrams to adequately address the issues of distribution, location, and extent of the uses of land within the respective plan areas in detail. The SPA will incorporate minor text changes pertaining to the Minor Conditional Use Permit process to maintain consistency with the corresponding amendment to Title 19 of the Perris Municipal Code.

2. The proposed distribution, location, and extent and intensity of major components of public and private transportation, sewage, water, drainage, solid waste disposal, energy, and other essential facilities proposed to be located within the area covered by the Plan and needed to support the land uses described in the Plan.

The proposed SPA will not modify these aspects of the PVCCSP, DTSP or the GVSP. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion.

3. Standards and criteria by which development will proceed and standards for the conservation, development, and utilization of natural resources, where applicable.

The proposed SPA will amend the Specific Plans (PVCCSP, DTSP and GVSP) establishing a framework for a Minor Conditional Use Permit process and to identify land uses that will be subject to the MCUP process. With the proposed amendments, the Specific Plans will continue to remain consistent and correspond with Title 19 of the Perris Municipal Code.

4. A program of implementation measures including regulation, programs, public works projects, and financing measures necessary to carry out the provisions contained

in paragraphs 1, 2, and 3 above.

The proposed SPA will not modify these aspects of the PVCCSP, DTSP or the GVSP. The Specific Plans as amended by the proposed SPA will continue to satisfy this criterion. The proposed SPA will not affect the PVCCSP, DTSP or the GVSP in this regard.

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 April 28, 2026, the City Council approves Specific Plan Amendment (SPA) 26-00001, amending the Perris Valley Commerce Center Specific Plan, the Downtown Perris Specific Plan, and the Green Valley Specific Plan as shown in Exhibits 1 through 3 attached hereto and incorporated herein by this reference, with additions indicated in redline or red text and deletions shown in strikethrough font.

Section 5. This Resolution shall take effect upon effectiveness of Ordinance No. ____.

Section 6. 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 7. The Mayor shall sign this Resolution, and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED and ***APPROVED*** this 28th day of April, 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 Resolution Number ____ was duly and regularly adopted by the CityCouncil of the City of Perris at a regular meeting held on the 28th day of April, 2026, by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk, Nancy Salazar

Exhibit 1: Perris Valley Commerce Center Specific Plan Amendment (Chapters 2.0 Land Use and 13.0- Implementation and Administration of the PVCCSP)

Exhibit 2: Downtown Perris Specific Plan Amendment (Chapter 5-Regulating Code of the DPSP)

Exhibit 3: Green Valley Specific Plan Amendment (Chapter 3-Specific Plan Zoning of the GVSP)

EXHIBIT 1

Perris Valley Commerce Center Specific Plan Amendment (Chapter 2.0 Land Use and 13.0- Implementation and Administration of the PVCCSP)

2.3 Allowable Land Uses and Permit Requirements

The allowable land uses and permit requirements are summarized in the Table 2.0-2. Project-wide and individual land use development standards and guidelines can be found in Section 4.0. Exceptions to allowable land uses should be noted as they pertain to the Airport Overlay Zone discussed in Section 12.0. Refer to Table 12.0-1 in Section 12.0 for restrictions should site fall within Airport Overlay Zone.

Permitted Uses (P) are allowed, subject to compliance with all applicable provisions of the City of Perris Zoning Ordinance, and to obtaining any other permit required by the Municipal Code, including a business license. Proposed projects comprised of a permitted use are not granted immediate approval as they must undergo a review process and are subject to public hearing and final approval determined by the City.

Conditional Use Permit (CUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance.

Minor Conditional Use Permit (MCUP) is required, pursuant to Chapter 19.61 of the City of Perris Zoning Ordinance.

Accessory Uses (A) are allowed, subject to compatibility with permitted and conditionally permitted uses. Such uses are defined as being clearly subordinate to the principal use of the building or lot, and serve a purpose customarily associated with the principal use.

Prohibited Uses (PRO) are not allowed.

For a full description of the approval process, refer to Section 13.0 Implementation and Administrative Process.

Table 2.0-2, Land Uses
(Refer to Table 12.0-1 for use restrictions on property within the Airport Overlay Zone)

LAND USE	LI	GI	BPO(1)	C(1)	R(1)	MFR(1)	P	See Section
Agricultural uses								
Agricultural Animal Raising and Care	PRO	CUP	PRO	PRO	PRO	PRO	PRO	
Agricultural Uses	PRO	PRO	PRO	PRO	P	PRO	PRO	
Animal or Poultry Slaughter	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 8.08
Animal Services	CUP	P	CUP	CUP	PRO	PRO	PRO	
Animal Services- Veterinary Services Only (Indoor only)	MCUP	P	MCUP	MCUP	PRO	PRO	PRO	
Animal Grazing	P	P	P	P	PRO	PRO	P	
Commercial Uses								
Adult Entertainment	PRO	CUP	PRO	PRO	PRO	PRO	PRO	Chapter 5.50
Alcohol Sales for Off-site Consumption	PRO	PRO	PRO	CUP	PRO	PRO	PRO	Chapter 19.65
Alcohol Sales for On-site Consumption	CUP	CUP	CUP	CUP	PRO	PRO	PRO	Chapter 19.65

Table 2.0-2 LAND USE (Continued)

LAND USE	LI	GI	BPO[1]	C[1]	R[1]	MFR[1]	P	See Section
Commercial Uses (continued)								
Drive-Thru Services	CUP	CUP	CUP	CUP	PRO	PRO	PRO	
Drive-Thru Services – Bank and Pharmacies only	MCUP	PRO	MCUP	MCUP	PRO	PRO	PRO	
Food and Food Service (No Alcohol)	P	P	P	P	PRO	PRO	PRO	
Funeral Homes	P	P	P	P	PRO	PRO	PRO	
General Retail	A	A	P	P	PRO	PRO	PRO	
Hotels and Motels	CUP	PRO	P	P	PRO	PRO	PRO	
Landscape Nurseries	CUP	CUP	PRO	A	CUP	PRO	PRO	
Large Equipment Retail	CUP	CUP	CUP	P	PRO	PRO	PRO	
Live-Work Units [1]	PRO	PRO	MCUP	MCUP	MCUP	PRO	PRO	
Microbrewery	MCUP	MCUP	MCUP	MCUP	PRO	PRO	PRO	Chapter 19.65
Mortuary	P	P	P	P	PRO	PRO	PRO	
Personal Services	~~CUP~~ P	PRO	P	P	PRO	PRO	PRO	
Pest Control	P	P	P	CUP	PRO	PRO	PRO	
Storage (Ancillary Uses)	A	A	A	A	PRO	PRO	PRO	
Swap Meets (Indoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Swap Meets (Outdoor)	CUP	CUP	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Outdoor Storage and Other Facilities	CUP	P	PRO	PRO	PRO	PRO	PRO	
Vehicle-Related Routine Service and Maintenance	P	P	CUP	P	PRO	PRO	PRO	
Communication Towers (Additional FAA review may be required)								
Monopoles or similar wireless communications towers or facilities more than 65'	CUP	CUP	CUP	CUP	PRO	PRO	CUP	Chapter 19.85
Monopoles or similar wireless communications towers or facilities less than 65'	P	P	P	P	PRO	PRO	P	Chapter 19.85
Educational / Care Facilities								
Child Care Center / Nursery School, Private	PRO	PRO	CUP	CUP	PRO	PRO	PRO	Chapter 19.83
Day Care for Employee Children Only	A	A	A	A	PRO	PRO	PRO	Chapter 19.83
Hospitals ~~and Urgent Care Centers~~	P	CUP	P	CUP	PRO	PRO	CUP	
Urgent Care Centers	P	MCUP	P	MCUP	PRO	PRO	CUP	

Table 2.0-2, Land Uses (Continued)

LAND USE	LI	GI	BPO[1]	C[1]	R[1]	MFR[1]	P	See Section
Educational / Care Facilities (continued)								
Live-in Care Facilities (aged or infirm excluding Child Care Facilities)	PRO	PRO	CUP	CUP	PRO	CUP	CUP	
Medical Care Clinics and Offices, (excluding urgent care facilities and hospitals and clinics requiring a state permit)	P	P	P	P	PRO	PRO	PRO	
Industrial								
Schools, Technical and Trade	CUP	CUP	P	CUP	PRO	PRO	PRO	
Schools, Technical and Trade (20 people or less at a time)	MCUP	MCUP	P	MCUP	PRO	PRO	PRO	
Recreation								
Recreational Areas and Facilities (Outdoor)	A	A	A	CUP	P	PRO	P	
Recreational Areas and Facilities (Indoor)	A	A	MCUP	MCUP	P	PRO	P	
Manufacturing, Industrial: Indoor	P	P	CUP	PRO	PRO	PRO	PRO	
Manufacturing, Industrial: Outdoor	CUP	P	PRO	PRO	PRO	PRO	PRO	
Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals	P[2]	P[2]	CUP	PRO	PRO	PRO	PRO	
Storage								
Mini-storage/Wholesale Facilities	P	P	PRO	PRO	PRO	PRO	PRO	Chapter 19.44.090.A
Warehouse/Distribution Centers[3]	P	P	A	A	PRO	PRO	PRO	Chapter 19.44.090.A, 19.44.035
Non-Profits								
Government Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public and Semi-Public Institutions	CUP	CUP	P	P	PRO	PRO	P	
Public Infrastructure Facilities	PRO	PRO	PRO	PRO	PRO	PRO	P	
Public or Semi Public Education Facilities	PRO	PRO	~~CUP~~P	CUP	PRO	PRO	P	
Religious Institutions	CUP	CUP	CUP	CUP	CUP	CUP	CUP	
Professional Office								
Business/Professional Office	~~CUP~~ P	~~CUP~~ P	P	P	PRO	PRO	PRO	
Residential Uses								

Caretaker Quarters	A	A	A	A	PRO	PRO	PRO	
Day Care, Large Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Day Care, Small Family	PRO	PRO	PRO	PRO	P	P	PRO	Chapter 19.83
Mobilehome parks	PRO	PRO	PRO	PRO	PRO	P	PRO	
Multi-Family Units (condos, town-homes, apartments)	PRO	PRO	PRO	PRO	PRO	P	PRO	
Single-Family Detached Dwelling Unit	PRO	PRO	PRO	PRO	P	PRO	PRO	

LAND USE TABLE NOTES

1. Live-Work Units, by their nature, can pertain to a wide variety of uses and businesses. The "work" part of live-work projects are regulated by use criteria established in the use zone. Should any proponent for a Live-Work Unit or home-based occupation wish to establish a business, then the type of use is subject to the discretion of the Development Services Division.
2. Projects located within one-quarter mile of a school shall be required to seek project-level CEQA review for any proposed industrial use to determine potential project-specific impacts associated with handling of hazardous materials.
3. All warehouses and distribution centers shall comply with the development criteria contained in Section 19.44.035 of Title 19 (Zoning Code) and the Good Neighbor Guidelines.

2.4 Definitions

Adult Entertainment: Any establishment providing adult entertainment as defined by City of Perris Municipal Code, Title 5, Chapter 5.50 including, but not limited to, adult arcade, adult bookstore, adult novelty store, adult video store, adult motion picture theater, and exotic dance studio.

Agricultural Animal Raising and Care: Any kennels, fowl or poultry ranches, rabbit farms, fur-bearing animal ranches, hog ranches, livestock feed lots, and dairies kept for the purpose of breeding.

Agricultural Uses: Land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, animal products or of berries, grain, hay, straw, turf, seed and animal grazing.

Alcohol Sales for Off-site Consumption: The act of selling any type of alcohol for off-site consumption such as, convenience stores, service stations and liquor stores with alcohol related sales. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Alcohol sales for On-site Consumption: The act of selling any type of alcohol for on-site consumption such as restaurants serving alcoholic beverages, bars and cocktail lounges. Refer to City of Perris Zoning Ordinance, Chapter 19.65.

Animal Grazing: Use of sheep grazing as a means of weed abatement.

Animal Slaughter: The killing of an animal or animals for food such as butchering.

Animal Services: Any premises to which small domesticated animals, as defined by Municipal Code Section 8.08.010, are brought or temporarily kept for the purpose of diagnosis or treatment of any illness or injury such as animal hospitals and veterinarian clinics. Also includes facilities to which animals are brought and temporarily kept and cared for which may have outdoor runs such as kennels and catteries.

Business/Professional Office: A place of business where professional or clerical duties are performed such as business support services, legal services, collection agencies, development services office and property management services.

Caretaker Quarters: A dwelling unit on the site of a commercial, industrial, public or semi-public use, occupied by a guard or caretaker.

Child Care Center/Nursery School Private: Facilities for the temporary care of children on a regular, recurring basis for pay or other valuable consideration as outlined in City of Perris Zoning Ordinance, Chapter 19.83, such as childcare facilities, private daycare and private nursery schools.

Day Care (For Employee Children Only): Facilities for the temporary care of children on a regular recurring basis for pay or other valuable consideration as an ancillary use to a professional business as outlined in City of Perris Zoning Ordinance, Chapter 19.83.

Day Care (Small Family): The temporary care of children in a residence of 6 or fewer children under the age of 10 who do not reside in the home. Refer to City of Perris Zoning Ordinance, Chapter 19.83.

Day Care (Large Family): The temporary care of children in a residence of 7 to 12 children under the age of 10 who do not reside in the home. Refer to City of Perris Zoning Ordinance, Chapter 19.83.

Distribution Centers: Large buildings, generally characterized by a basic, box-like form, with multiple truck docks and roll-up doors.

Drive-Thru Services: A type of service provided by a business that allows customers to purchase products without leaving their cars such as banks, pharmacies, and restaurants.

Food and Food Service (no alcohol): Establishments that serve and prepare food as the primary function without the sale of alcoholic beverages including coffee shops, delicatessens, bakeries, candy, ice cream and yogurt shops.

Funeral Homes: A funeral home or parlor is a business that provides burial and funeral services and merchandise such as caskets for the deceased and their families.

General Retail: The sale of goods or merchandise from a fixed location, such as a department store, boutique or kiosk such as pet and pet supply, book stores, craft stores, department stores, discount stores, drug store/pharmacies, florists, grocery stores, jewelry stores, furniture sales, garden and farm supplies, office equipment sales, apparel stores, appliance stores, gift and card stores.

Government Facilities: Establishments owned by the system from which they are regulated over such as Municipal, County, State or Federal governmental administrative offices and facilities, libraries, courthouses, fire stations, and fleet or maintenance yards.

Hospitals and Urgent Care Centers: Any building or portion thereof, used for the treatment or accommodation of injured or ill persons, includes convalescent and rest homes. It shall not include asylums, detention or similar buildings where human beings are housed or detained under legal restraint.

Hotels and Motels: Buildings designed for or occupied by the temporary lodging of individuals in which there are 6 or more guest rooms for which there is no provision for cooking in any individual room or suite. Said use may also contain such ancillary facilities as conference facilities, personal services or food preparation and dispensing.

Landscape Nurseries: Reproduction and growing of plants to usable size for retail or wholesale.

Large Equipment Retail: The sale of goods or merchandise from a fixed location such as carpet and furniture sales, printing and copying shops, home improvement centers, building material, hardware and paint stores, retail outlets, upholstering shops, sporting goods, automotive sales and automobile dealerships.

Live-in Care Facilities: Any home or establishment offering long-term services to the elderly, infirmed or disabled who are domiciled therein, who have mobility but may require assistance with some activities of daily living, medication assistance, personal care, nursing supervision or ambulation assistance.

Live-Work Units: New construction or renovation with the specific purpose of containing a residential unit and an occupational area within the same structure in which the owner or primary employee of the business resides at the same place as that business. The living and work areas must be housed in separate locations within that structure and/or separate levels.

Manufacturing/Industrial (Indoor): The fabrication or storage of goods and services for sale such as cabinet and woodworking shops, distributors and showrooms, food products, manufacturing,

light manufacturing, industrial uses, research and development, research centers and wholesale (with on-site merchandise).

Manufacturing/Industrial (Outdoor): The fabrication or storage of goods and services for sale such as equipment rental, storage, heavy manufacturing, outdoor dismantling and salvage yards, outdoor storage and activities, recycling facilities, transportation, trucking yards, stations, and terminals, vehicle storage and towing yards.

Manufacturing: Pharmaceutical, Hazardous Materials, Chemicals: The fabrication or storage of goods and services for sale such as pharmaceuticals, hazardous materials, explosive devices or chemicals.

Medical Care Clinics and Offices: A facility, office or clinic used for the provision of health, prevention of illness and treatment of illness or injury under the care of a physician such as chiropractic, dental, vision, acupuncture and orthodontic offices, excluding urgent care facilities, hospitals and clinics requiring a state permit.

Microbrewery: A use that: (i) is engaged in the on-site production of malt beverages, including beer and similar fermented beverages, in quantities limited to 15,000 barrels per year, which may include accessory activities such as brewing, fermenting, conditioning, bottling, canning, kegging, packaging, storage, and distribution of products produced on the premises; and (ii) includes retail sales of the malt beverages manufactured on-site for off-premises consumption and/or the on-site service and consumption of the malt beverages manufactured on the premises, and may also include retail sale of similar beverages produced off the premises, within a tasting room or taproom area. The use may include incidental food service, merchandise sales, tours, and educational events.

Mini-Storage Facilities: Facility used for the small-scale keeping of materials or products (refer to City of Perris Zoning Ordinance, Chapter 19.08, 19.44.090.A).

Mobilehome Parks: An area under one ownership designed to accommodate the use of factory-constructed residential units containing their own independent sanitary facilities intended for year round occupancy, composed of one or more major components which are mobile in that they can be supported by wheels attached to their own integral frame or structure and towed by an attachment to that frame or structure over the public highway, as well as recreational vehicles such as travel trailers, tent trailers, camping trailers and motorhomes.

Monopole/Wireless Communication Facilities: Radio antenna or structure situated on legal lot that is the local point of interface between a wireless phone device and a wireless network consisting of a support structure such as a tower, pole or stealth structure (monopine, monopalm, water tower, etc.) and accessory equipment such as antenna array, microwave

dishes, GPS antenna, equipment shelter and cabinet that incorporates stealth design. (Refer to City of Perris Zoning Ordinance, Chapter 19.85)

Mortuary: A mortuary is a building or room used for the storage of human cadavers awaiting identification or removal for autopsy, burial or cremation.

Personal Services: A business whose principal activity may include weight loss centers, nail salons, barber shops, health clubs, spas, studios for art, exercise, dance and similar services.

Pest Control: Business or facilities that provide services to control the spread of pests such as termites, rodents and insects.

Public/Semi-Public Institutions: An institution that is the responsibility of a governmental unit or over which a governmental unit exercises administrative control such as city hall, government offices, community centers or a facility having some features of a public institution such a fraternal lodge or utility.

Public or Semi-Public Educational Facilities: An educational organization that public officials (elected, appointed, or both) operate and that public funds support such as schools and administrative offices.

Public Infrastructure Facilities: The basic facilities, services, and installations needed for the functioning of a community such as transportation and communications systems, public utilities, detention basin and drainage facilities.

Recreation Areas and Facilities (Indoor): Amusement or entertainment provided in an enclosed space designed to provide pleasure or relaxation such as billiard halls, amusement centers, social/fraternal organizations, indoor commercial recreation, restaurants with entertainment (exclusive of adult entertainment), bowling alleys, movie theaters, climbing walls, batting cages, go-cart racing, billiards, arcades, miniature golf, trampoline parks, escape rooms, indoor health and fitness centers and laser tag.

Recreational Areas and Facilities (Outdoor): Amusement or entertainment provided in any open space area designed to provide pleasure or relaxation such as outdoor commercial recreation, paintball facilities, public parks, trails and community centers.

Religious Institutions: An establishment, organization or association instituted to advance or promote religious purposes or beliefs such as churches, Sunday school, mosques, temples, synagogues including recreational facilities and residential quarters for incidental use. Does not include private schools or daycare.

Residential (Multi-Family Units): A structure composed of attached dwelling units which share any common building components, including, but not limited to, foundations, roofing and structural systems in accordance with City of Perris Zoning Ordinance, Chapter 19.26, such as

condo, townhomes and apartments. This designation is used to recognize the existing mobile home park within the PVCC boundary.

Residential (Single-Family Detached Dwelling Unit): A free-standing unattached building for dwelling or residential use by one family unit which does not share any common building components such as foundations, roofing and structural systems, with any other structure or dwelling in accordance with City of Perris Zoning Ordinance, Chapter 19.25.

Schools, Technical and Trade: An educational institution designed to allow and encourage students to learn under the supervision of teaching instructors including vocational facilities that train students in a variety of skills needed to perform a certain job or career such as private, technical or trade schools.

Swap Meets (Indoor): An indoor gathering for the barter or sale of goods and services.

Swap Meets (Outdoor): An outdoor gathering for the barter or sale of goods and services.

Storage Uses (Ancillary): Facilities directly associated with and incidental to the primary use occupying less than 10% of the site or floor area used for the keeping of materials or products in an open, uncovered yard or in an unwalled building

Vehicle - Related Outdoor Storage and Other Facilities: Facility used to store vehicles such as towing yards, vehicle auctions and establishments where major body repair and painting occurs, excluding outdoor dismantling and salvage yards.

Vehicle - Related Routine Service and Maintenance: Facilities that provide routine vehicle-related services and maintenance for minor vehicle repairs such as incidental body or fender work, painting, upholstering, oil changes, engine tune-up, adjusting lights or brakes, or supplying and installing replacement parts of or for passenger vehicles and trucks. Also includes any building or lot having pumps and storage tanks where fuels, oils, or accessories for motor vehicles are dispensed, sold, or offered for sale at retail only as well as car washing facilities.

Warehouse: A place where goods, merchandise or equipment is stored for eventual distribution, such as a storehouse, distributor, showroom, laboratory, wholesale shop (with on-site merchandise) or for industrial uses. Refer to City of Perris Zoning Ordinance, Chapter, 19.44.090.A.

Wholesale Facilities: An establishment where the sale of goods in large quantities, as for resale by a retailer, takes place. Refer to City of Perris Zoning Ordinance, Chapter 19.08, 19.44.090.A.

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13.0 IMPLEMENTATION AND ADMINISTRATIVE PROCESS

Section 13.0 outlines the methods by which development in the specific plan will be processed, the enhancements desired by the City, incentives that are available to potential developers, and infrastructure financing mechanisms.

13.1 Entitlement Processing Procedures

13.1.1 Decision Making Bodies and Responsibilities

City Council

The City Council of the City of Perris is the final decision-making authority on all amendments to the Specific Plan, subdivisions, permit revocations, and the referral of all permit types as listed below in Table13.0-1.

Development Services Director

The Development Services Director or designee shall be the approval authority on all permitted uses, minor development plan reviews and minor modifications. In addition, the Development Services Director, or designee, may refer any application to the next higher authority due to special issues, impacts related to the project, or controversy. Refer to Table13.0-1.

Planning Commission

The Planning Commission is the advisory body to the City Council in land use decisions for the City of Perris and the approval authority of land development requests such as development plan reviews and major modifications, as shown in Table13.0-1. The Planning Commission may also refer any application to the City Council due to special circumstances or controversy.

13.1.2 Permit Types and Processes

Table13.0-1, Permit Types and Processes

Application Type	Approval Authority	Public Hearing
Accessory Uses	Director of Development Services	No
Conditional Use Permit	Planning Commission	Yes
Conditional Use Permit (Warehouse and Distribution Center) - **Larger than 50,000 square feet.**	City Council	Yes
Determination of Public Convenience or Necessity	Planning Commission	Yes
Development Plan Review	Determined by entitlement application	Yes
Specific Plan Amendment	City Council	Yes
Temporary Outdoor Uses	Director of Development Services	No
Variances	Planning Commission	Yes
Major Modification	Same authority as original project	Yes
Minor Modification	Director of Development Services	No
Minor Conditional Use Permit	Director of Development Services	No
Other Actions	**Approval Authority**	**Public Hearing**
Administrative Determination	Director of Development Services	No
Permitted Uses Tentative/ Parcel Maps	Director of Development Services Planning Commission	No Yes

Accessory Uses (A)

These types of uses are only allowed subject to compatibility with the primary use of the property. Accordingly, Accessory Uses are clearly subordinate to, and supportive of, the primary use of the property. Accessory Uses are not allowed to be processed prior to the primary use, but may be processed concurrently with or after the primary use has been entitled. An Accessory Use may be approved after the primary use has been entitled only if no modifications to the entitled Development Plan is required as a result of the Accessory Use. The Development Services Director or designee is authorized to approve or deny requests for accessory uses.

Administrative Determination (AD)

When a land use is proposed, but not specifically listed within this Specific Plan as an allowable use, the Development Services Director or designee shall have the authority to determine if the proposed use is a Permitted Use and appropriate application for land use approval. In doing so, the proposed project will follow the approval procedure for that permit type.

Conditional Use Permits (CUP)

A conditional use is one which is not permitted by right but may be acceptable given an appropriate set of conditions of approval. Certain types of land uses within the Specific Plan are to be processed as a Conditional Use Permit. The Planning Commission is authorized to approve or deny such requests, upon a recommendation from the Development Services Department.

Determination of Public Convenience or Necessity (PCN)

As required by the California Department of Alcohol Beverage Control, the City must review and make finding of "Public Convenience and Necessity" for any business that wishes to sell alcohol beverages, where there already may be an "undue concentration" of such businesses within the same census tract. The Planning Commission is authorized to approve or deny any requests for determination of public convenience and necessity, upon a recommendation from the Development Services Department.

Development Plan Review (DPR)

All proposed structures or exterior modifications in commercial, industrial and multiple-family zones (landscape, parking, lighting, etc.), must be designed and reviewed through a Development Plan Review. The purpose of this application is to provide the City with certain site design information, such as floor plans, elevations, amount of parking required, etc. Any such application can be processed concurrently with any other applicable Permit. As such, the Development Services Director or designee, the Planning Commission, and/or the City Council is authorized to approve, conditionally approve, or deny any requests as per City of Perris Municipal Code 19.50.040.

Major/Minor Modifications (MM)

The Development Services Director or designee shall review any requests for revisions or modifications to approved projects and determine whether the proposed changes are "Major" or "Minor." Major Modifications are modifications to an approved permit that do not change the basic concept or use allowed by the original approval but may include but are not limited to, a significant increase in intensity of approved use, changes resulting in significant adverse affects, expansion within the approved permit area or changes to the original conditions or approval including extensions to the overall life of the permitted use. Major Modifications to approved projects shall be reviewed and processed in the same manner as the originating project.

Minor Modifications are changes to an approved permit that do not change the basic concept or use allowed by the original approval or the effect of an approval to surrounding property that may include but are not limited to: (1) modifications for upgrading facilities; (2) modifications for

compliance with requirements of other public agencies; (3) modifications necessary to comply with the final conditions of approval; (4) minor improvements to site and architectural plans that do not increase the square footage of a project but are necessary to meet particular design intent and/or suit the needs of a new tenant; (5) modifications to on-site circulation and parking, lighting, fencing or walls (placement and/or height), landscaping and/or signage requirements, provided those modifications will have no adverse effect upon public health, safety, welfare or the environment and; (6) proposed modification is exempt from provisions of California Environmental Quality Act. The Development Services Director or designee shall review all requests for Minor Modifications to approved projects and make a determination to approve or deny such requests. The approval of such modifications shall not extend the expiration date of the original approval, unless specifically requested by the revision.

Minor Adjustments (MA)

Although the Perris Zoning Ordinance describes provisions for Minor Adjustments to development standards, no such application is permitted in this Specific Plan. Any requests for minor modifications of development standards shall be considered through the Incentive Program.

Minor Conditional Use Permit (MCUP)

A minor conditional use is one which is not permitted by right but may be acceptable given an appropriate set of conditions of approval. Certain types of land uses within the Specific Plan are to be processed as a Minor Conditional Use Permit. The Director of Development Services is authorized to approve or deny such requests, subject to appeal to the Planning Commission in accordance with Perris Municipal Code Section 19.54.0030(a)(3).

Permitted Uses (P)

Permitted uses are those which shall be allowed provided they comply with existing City Ordinances and policies. See Land Use Table for types of land uses within the Specific Plan that are to be processed as a Permitted Use. Permitted uses are subject to review, public hearing and final determination by the Development Services Director or designee.

Specific Plan Amendments (SPA)

Any change to the Specific Plan boundaries, land use designations, land use allowances, development criteria, circulation plan, public facility plan, or other major component will require a Specific Plan Amendment. The Planning Commission is authorized to review and recommend either approval or denial to the City Council. The City Council is authorized to approve or disapprove any proposed requests.

Temporary Outdoor Uses (TOU)

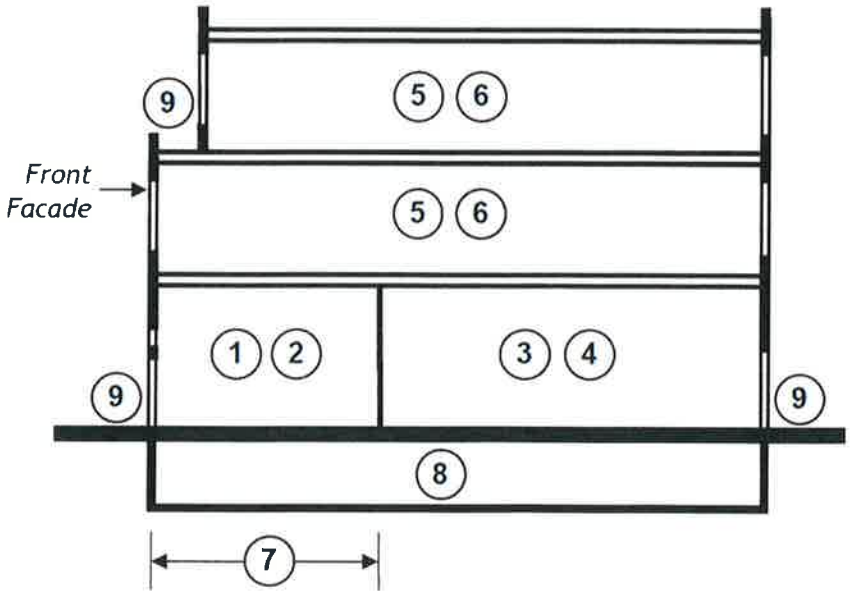
Events that are considered to be occurring on a recurring and/or a temporary basis are required to be approved through a Temporary Outdoor Use permit. All such events shall comply with Section 19.60 of the City of Perris Zoning Code. The Development Services Director or designee is authorized to approve or deny such requests.

EXHIBIT 2

Downtown Perris Specific Plan Amendment
(Chapter 5-Regulating Code of the DPSP)

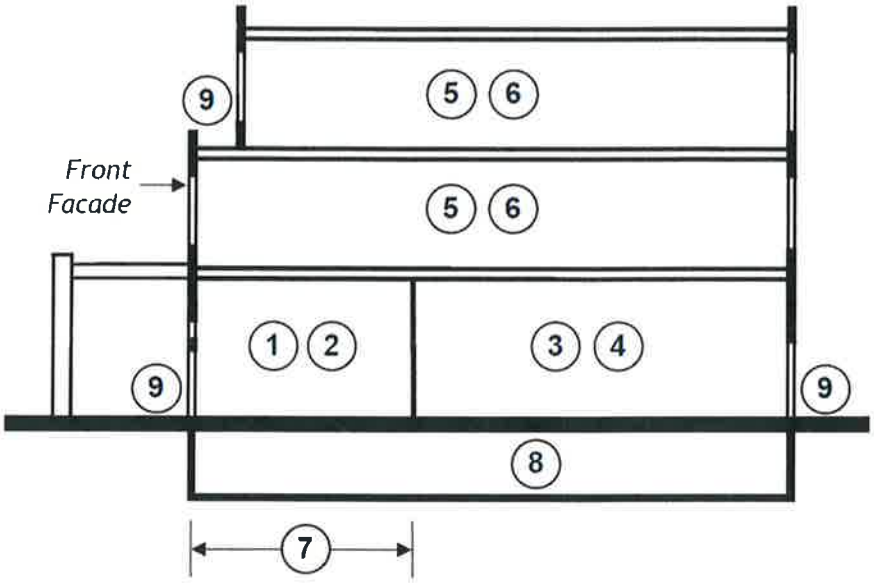
H. USE SPECIFICATIONS

1. Allowed Uses for Ground Floors with Street Frontage: Retail and Food Service uses.
2. Conditionally Permitted Uses for Ground Floors with Street Frontage: Service, Office, Lodging, Entertainment, Live-Work, and Auto Service uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
3. Minor Conditionally Permitted Uses for Ground Floors with Street Frontage: Arcades, Bowling Alleys, Florist Shops with incidental off sale Alcohol sales, Health and Fitness uses less than 5,000 square feet, Microbreweries (subject to compliance with Perris Municipal Code Ch. 19.65), Skating facilities, Tutoring Services and Vocational Schools
4. Allowed Uses for Ground Floors without Street Frontage: Retail, Food Service, Service, and Office uses.
5. Conditionally Permitted Uses for Ground Floors without Street Frontage: Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
6. Allowed Uses for Upper Floors: Residential (Apartments and Condominiums), Office, and Home Occupation uses.
7. Conditionally Permitted Uses for Upper Floors: Food Service, Service, Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
8. Minimum Depth of Uses with Ground Floor Street Frontage: 20 feet as measured from the Build-to-Line.
9. Basements may be used for parking and disposal/storage areas.
10. Outdoor dining is allowed on all floors.



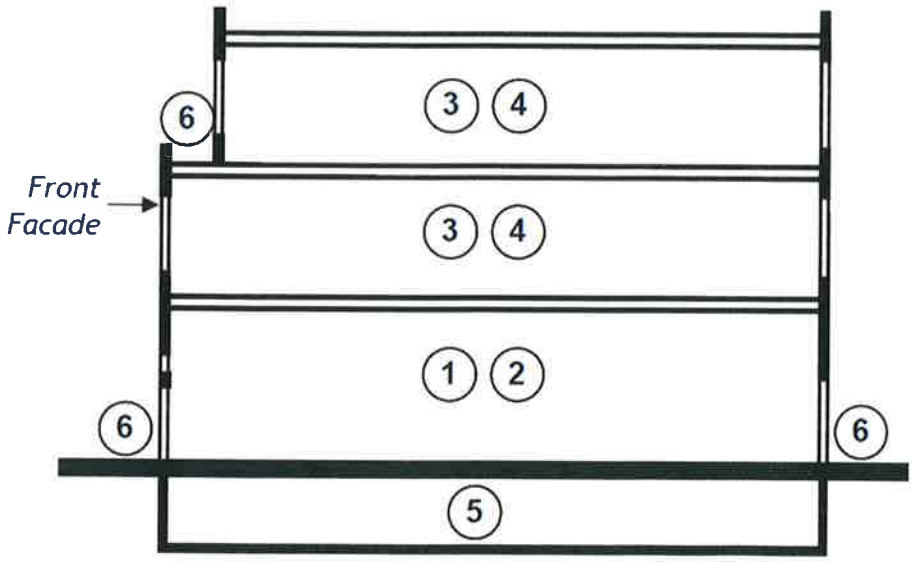
H. USE SPECIFICATIONS

1. Allowed Uses for Ground Floors with Street Frontage: Retail, Food Service, and Artisan Workshop uses.
2. Conditionally Permitted Uses for Ground Floors with Street Frontage: Service, Office, Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
3. Minor Conditionally Permitted Uses for Ground Floors with Street Frontage: Arcades, Bowling Alleys, Florist Shops with incidental off sale Alcohol sales, Health and Fitness uses less than 5,000 square feet, Microbreweries (subject to compliance with Perris Municipal Code Ch. 19.65), Skating facilities, Tutoring Services and Vocational Schools.
4. Allowed Uses for Ground Floors without Street Frontage: Retail, Food Service, Service, and Office, and Artisan Workshop uses.
5. Conditionally Permitted Uses for Ground Floors without Street Frontage: Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
6. Allowed Uses for Upper Floors: Residential (Apartments and Condominiums), Food Service, Office, and Home Occupation uses.
7. Conditionally Permitted Uses for Upper Floors: Service, Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
8. Minimum Depth of Uses with Ground Floor Street Frontage: 20 feet as measured from the Build-to-Line.
9. Basements may be used for parking and/or storage/disposal areas.
10. Outdoor dining is allowed on all floors.



H. USE SPECIFICATIONS

1. Allowed Uses for Ground Floors: Retail, Food Service, Office, and Service uses.
2. Conditionally Permitted Uses for Ground Floors: Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
3. Minor Conditionally Permitted Uses for Ground Floors: Arcades, Bowling Alleys, Florist Shops with incidental off sale Alcohol sales, Health and Fitness uses less than 5,000 sf, Microbreweries (subject to compliance with Perris Municipal Code Ch. 19.65), Skating facilities, Tutoring Services and Vocational Schools.
4. Allowed Uses for Upper Floors: Food Service, Service, Office, and ancillary Residential (Apartments and Condominiums) and Home Occupation uses.
5. Conditionally Permitted Uses for Upper Floors: Lodging, Entertainment, and Live-Work uses. All uses open for business during the hours of 10:00 pm and 7:00 am.
6. Basements may be used for parking and/or storage/disposal areas.
7. Outdoor dining is allowed on all floors.



5.7 Definitions

The following definitions are provided for terms used within this Regulating Code. If a word or phrase is not defined, then the word or phrase shall be defined as set forth in any recognized treatise or authority on zoning, planning, or architecture. A dictionary shall be used to define common words or phrases.

Microbrewery: An establishment that: (i) is engaged in the on-site production of malt beverages, including beer and similar fermented beverages, in quantities limited to 15,000 barrels per year, which may include accessory activities such as brewing, fermenting, conditioning, bottling, canning, kegging, packaging, storage, and distribution of products produced on the premises; and (ii) includes retail sales of the malt beverages manufactured on-site for off-premises consumption and/or the on-site service and consumption of the malt beverages manufactured on the premises, and may also include retail sale of similar beverages produced off the premises, within a tasting room or taproom area. The use may include incidental food service, merchandise sales, tours, and educational events.

EXHIBIT 3

Green Valley Specific Plan Amendment (Chapter 3-Specific Plan Zoning of the GVSP)

3.5 RETAIL COMMERCIAL STANDARDS

Planning Areas 3, 3a, 13a, 29, 42, 43, and 44

(Figure 3-5)

3.5.1 Permitted Uses: The uses permitted in the Retail Commercial shall be as follows (Uses are defined per Section 3.10 and P.M.C. 19.08 (Definitions)):

1. Retail businesses or service establishments including, but not limited to, the following:
   a. Bakeries, not including the wholesale baking or bakery goods to be sold off the premises;
   b. Banks and other financial institutions;
   c. Barbers and/or beauty shops;
   d. Bookstores and newsstands;
   e. Childcare Facilities. All childcare facilities are subject to P.M.C. 19.83.
   f. Confectionery stores;
   g. Conservatories for instruction in music and the arts:
   h. Delicatessens, or meat, fish or poultry stores;
   i. Department stores;
   j. Drugstores, dry goods or notion stores;
   k. Florist and gift shops;
   l. Fruit, vegetable and fruit juice stores;
   m. Grocery stores;
   n. Hardware and electric appliance stores;
   o. Health food stores:
   p. Hotels and motels;
   q. Jewelry stores and watch repair shops;
   r. Patio and garden supply sales;
   s. Pet stores, clinics and grooming shops;
   t. Philanthropic and charitable institutions;
   u. Photographic or camera stores;
   v. Printing and copying establishments;
   w. Private postal and package delivery service facilities;
   x. Radio and television sales and repair;
   y. Restaurants, cafes, cocktail lounges, fast-food establishments, and bars, without drive-through services;
   z. Retail dry-cleaning establishments;
   aa. Self-service laundries;
   bb. Shoe stores and shoe repair shops;
   cc. Sporting goods stores and sporting goods repair shops;

dd. Sports facilities, including bowling alleys, golf training facilities, video game centers, amusement parlors and related activities;

ee. Stationery stores;

ff. Tailors, dressmakers and wearing apparel stores;

gg. Theaters;

ii. Child Care Facilities. Small Family Day Care facilities subject to P.M.C. 19.83;

jj. Residential Care Facilities. Residential care facilities subject to P.M.C. 19.84; and

kk. Other uses deemed to be similar and compatible by the City of Perris Planning Director.

2. Offices for administrative, business professional or design professional offices.

3. The following uses are permitted subject to approval of a Minor Conditional Use Permit (MCUP) application per P.M.C. 19.61 (Conditional Use Permits and Minor Conditional Use Permits)

a. Drive through services- Banks and Pharmacies only;

b. Publicly owned museums, libraries community centers, governmental offices and recreation areas; institutions of religious, educational or philanthropic nature; private clubs, lodges, or veteran's organizations;

c. Urgent care facilities

4. The following conditional uses are permitted subject to approval of a Conditional Use Permit (CUP) application per P.M.C. 19.61 (Conditional Use Permits and Minor Conditional Use Permits)

a. Automobile service stations and automobile repair facilities;

b. Car washes and Drive-thru automated carwashes;

c. Hospitals, urgent care facilities, skilled nursing facilities, and related uses;

d. Liquor and convenience stores;

e. Restaurants with drive-through services;

f. ~~Publicly owned museums, libraries, community centers, governmental offices and recreation areas; ; private clubs, lodges, or veterans' organization;~~

g. Recycling centers pursuant to P.M.C. 19.76;

h. Solar farm;

j. Child Care Facilities. Large Family Day Care and Child Care Centers subject to P.M.C. 19.83.

5. All other uses that require a CUP as mentioned per P.M.C. 19.38 Commercial Community Zone. All other non-industrial land uses not mentioned determined to require a CUP by the Planning Director or Director of Development Services.

6. In addition, the following accessory uses customarily incident to any of the above uses shall be permitted:

a. Flags, pennants or insignia of a nation, state, county, city, political unit, church or religious organization;

b. Works of fine art not displayed in conjunction with a commercial enterprise deriving commercial gain from such display.

3.5.2 **Prohibited Uses:** No enterprise and/or industrial uses are permitted in the Retail Commercial Zone which produces or causes any dust, smoke, gas, noise, fumes, odors, or vibrations which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.

3.6 BUSINESS/PROFESSIONAL STANDARDS

Planning Areas 40 and 41

3.6.1 Permitted Uses: All uses in Section 3.5.1, in addition to the uses permitted in Business/Professional shall be as follows:

1. Advertising agencies;
2. Arts and crafts studios, subject to the following conditions:
   a. That the major character of such studios be that of providing a service;
   b. That any equipment or apparatus used on the premises be of a scale and construction that facilitate easy handling and operation by nonprofessionals.
3. Banks, savings and loans, and other financial institutions.
4. Barber shops and beauty salons.
5. Coin, stamp, and other hobby shops.
6. Employment agencies.
7. Escrow offices.
8. Hospitals and urgent care facilities.
9. Libraries.
10. Medical and dental buildings; prescription pharmacies; dental, biochemical and x-ray laboratories; and related facilities.
11. Post offices, and package shipment centers.
12. Professional offices for accountants; attorneys; doctors, dentists, optometrists, oculists, chiropractors, and others licensed by the state to practice the healing arts; planners, engineers and architects.
13. Public utility commercial offices.
14. Real estate, insurance and stockbrokers.
15. Reducing, exercising, or tanning salons.
16. Skilled nursing facilities.
17. Studios: interior decorating, photographer, couturier, artist, and music.
18. Telephone answering and secretarial services.
19. Travel agencies.
20. Similar business and professional offices and related services when interpreted by the Planning Director as consistent with the purpose and intent of the Business/Professional zoning classification.
21. Child Care Facilities. Small Family Day Care facilities subject to P.M.C. 19.83.
22. Residential Care Facilities. Residential care facilities subject to P.M.C. 19.84.
23. All other Business Park uses not mentioned but allowed per P.M.C. 19.44.

24. The following uses shall be permitted provided that a Minor Conditional Use Permit is first obtained:
    a. Fire and police stations
    b. Private Clubs, fraternities, sororities, lodges and non profit organizations
    c. All other Business Park uses requiring a Minor Conditional Use Permit not mentioned but allowed as per Perris Municipal Code Chapter 19.44.
25. In addition, the following uses shall be permitted provided that a conditional use permit is first obtained:
    a. Churches, and other places of worship.
    b. Child Care Facilities. Large Family Day Care and Child Care Centers subject to P.M.C. 19.83.
    ~~c. Fire and police stations.~~
    ~~d. Private clubs, fraternities, sororities, lodges, and non-profit organizations.~~
    e. Public parking areas, subject to the following conditions:
        i. That such area shall be for the temporary parking of automobiles without monetary charge except when operated by, or for, a public parking authority;
        ii. That such lot shall abut a lot zoned for commercial uses or an intervening alley, and that it shall be shown that such parking is to be used to provide the parking needs of such abutting commercially zoned lot;
        iii. That no such parking area shall be used for a used car sales area or for the accessory storage of cars;
        iv. That a minimum fifteen percent of the parking lot area shall be landscaped.
    ~~f. Surgical supply sales.~~
    g. All other Business Park uses requiring a conditional use permit not mentioned but allowed per P.M.C. 19.44.

3.6.2 Prohibited Uses: The following uses are prohibited in Business/Professional:

1. Any enterprise which produces or causes any dust, smoke, gas, noise, fumes, odors, or vibrations which are or may be detrimental to other property in the neighborhood or to the welfare of the occupants thereof.
2. Any use, except parking, which is not conducted wholly within an enclosed building.
3. Storage, except that which is wholly within an enclosed building.
4. The manufacture of any product for sale at off-premises, except as permitted by conditional use permit.

3.6.3 Development Standards

Minimum Lot Size: The minimum lot size shall be twenty thousand (20,000 square feet).

Building Height Limit: The maximum building height limit in the Business/Professional Zone shall be fifty (50) feet.

Width of Lot: The minimum lot width in the Business/Professional Zone shall be one hundred
(100) feet.

Front Yard Required: The requirement for front yards in the Business/Professional Zone shall be not less than five (5) feet from local/collector streets, ten (10) feet from arterials, and fifteen
(15) feet from expressways and freeways.

3.10 DEFINITIONS

The following definitions shall apply to uses and accessory uses within in Green Valley Specific Plan. Uses not defined herein shall be as defined by P.M.C. 19.08 (Definitions).

3.10.15 Microbrewery: An establishment that: (i) is engaged in the on-site production of malt beverages, including beer and similar fermented beverages, in quantities limited to 15,000 barrels per year, which may include accessory activities such as brewing, fermenting, conditioning, bottling, canning, kegging, packaging, storage, and distribution of products produced on the premises; and (ii) includes retail sales of the malt beverages manufactured on-site for off-premises consumption and/or the on-site service and consumption of the malt beverages manufactured on the premises, and may also include retail sale of similar beverages produced off the premises, within a tasting room or taproom area. The use may include incidental food service, merchandise sales, tours, and educational events.

ATTACHMENT 3

Planning Commission Staff Report without Exhibits– Dated February 18, 2026

CITY OF PERRIS

PLANNING COMMISSION
AGENDA SUBMITTAL

MEETING DATE: February 18, 2026

SUBJECT: Specific Plan Amendment 26-00001 and Zoning Code Text Amendment 26-00001 – A proposal to amend the Zoning Code (Title 19) of the Perris Municipal Code, Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DPSP) and the Green Valley Specific Plan (GVSP) to establish a Minor Conditional Use Permit (MCUP) process for lower-impact uses. Applicant: City of Perris.

REQUESTED ACTION: Adopt Resolution 26-04, 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), 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 26-00001 to amend the Perris Municipal Code to establish a Minor Conditional Use Permit (MCUP) process, based on the findings contained herein.

Adopt Resolution 26-05, recommending that the City Council determine the project is adequately covered by the corresponding PVCCSP, DPSP, GVSP EIR and no further environmental review is required. The proposed amendment also qualifies to be exempt from the California Quality Act (CEQA) Guidelines pursuant to 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 Specific Plan Amendment 26-00001 to amend the PVCCSP, DPSP, GVSP to establish a Minor Conditional Use Permit (MCUP) process, based on the findings contained herein.

CONTACT: Patricia Brenes, Planning Manager

BACKGROUND AND MINOR CONDITIONAL USE PERMIT PROCESS

The Perris Zoning Code (Chapter 19.61) currently requires that all conditionally permitted uses be reviewed through a Conditional Use Permit (CUP) process, regardless of scale or intensity. Over time, staff has observed that certain uses consistently demonstrate minimal impacts and are routinely approved with standard conditions. Many jurisdictions throughout California have implemented tiered systems that distinguish between minor and major discretionary approvals. A Minor Conditional Use Permit would provide an administrative-level review process for lower-impact uses, including land uses that provide entertainment options for Perris residents, as a way to promote economic development by streamlining the entitlement process, while preserving the City's ability to impose conditions and ensure land use compatibility.

Uses that would be considered lower impact for consideration include: 1) Arcades, 2) Bowling Alleys, 3) Drive-thru Services – Banks and Pharmacies only, 4) Florist Shops with incidental off sale Alcohol Sales, 5) Health and Fitness less than 5,000 sq. ft., 6) Microbrewery with on sale retail and tasting room, 7) Skating facilities, 8) Tutoring Center with less than 20 students, 9) Veterinary Services; and 10) Vocational Schools with 20 people or less. Other similar uses may be approved by the Director of Development Services, as provided in Chapter 19.54 - Authority and Review Procedures of the Zoning Code.

The purpose of the Minor Conditional Use Permit (MCUP) process is to provide a streamlined discretionary review pathway for minor conditional uses. This process is intended to ensure that proposed uses remain compatible with surrounding land uses while reducing overall permit processing time and associated costs. In addition, the MCUP process helps maintain consistency with the City's General Plan and Zoning Code by applying clear, standardized review criteria.

Under the proposed amendments, MCUP applications would be reviewed and approved by the Development Services Director, or designee. Standard Conditional Use Permits (CUPs) will continue to be reviewed by the Planning Commission unless otherwise specified in the Zoning Code, preserving Commission oversight for more complex or higher-impact projects. Uses eligible for MCUP review would be explicitly identified within each zone's list of permitted uses. Specific eligible uses would be clearly defined in the Zoning Code to ensure transparency, consistency, and predictability in the review process.

PROPOSED AMENDMENT

The proposed amendment will involve amending Chapters 19.08 (Definitions), 19.36 (CN Zone), 19.38 (CC Zone), 19.44 (Industrial Zones), 19.54 (Authority and Review Procedures) and 19.61 (Conditional Use Permits) of the Zoning Code (Title 19 of the Perris Municipal Code), as well as Chapter 2.0 of the Perris Valley Commerce Center Specific Plan (PVCCSP), Chapter 5 of the Downtown Perris Specific Plan and Chapter 3 of the Green Valley Specific Plan.

Zoning Code

The proposed Zoning Code Text Amendment would identify specific land uses within the Commercial Neighborhood (Chapter 19.36 – CN Zone), Commercial Community (Chapter 19.38 – CC Zone), and the Business Park and Light Industrial Zones (Chapter 19.44) that would be subject to the Minor Conditional Use Permit process. The land uses proposed for MCUP review within the CN and CC Zones include the following:

1) Arcades
2) Bowling Alleys (Chapter 19.36 only)
3) Drive-thru Services – Banks and Pharmacies only
4) Florist Shops with incidental off sale Alcohol Sales
5) Health and Fitness (less than 5,000 sq. ft.)
6) Microbrewery with on-sale retail (Tasting Room)
7) Skating facilities
8) Tutoring Center (less than 20 students)
9) Urgent Care
10) Veterinary Services
11) Vocational Schools (20 people or less)

The Land Uses Table in Section 19.44 of the Industrial Zones are proposed to be amended as shown in red below:

Allowed Land Uses in Industrial Zones				
Land Use	**BP**	**LI**	**GI**	**See Section**
Indoor commercial recreation	~~CUP~~ MCUP	CUP	CUP	
Microbrewery with off-sale retail	MCUP	MCUP	CUP	Chapters 19.08 and 19.65
Microbrewery with on sale (Tasting Room)	MCUP	MCUP	CUP	Chapters 19.08 and 19.65
Restaurants serving alcoholic beverages	~~CUP~~ MCUP	CUP	CUP	Chapter 19.65
Urgent Care	MCUP	MCUP	CUP	
Veterinary Services	MCUP	MCUP	P	
Vocational Schools	MCUP	MCUP	MCUP	

Notes: P: Use is permitted in this zone.
CUP: Conditional Use Permit is required
MCUP: Minor Conditional Use Permit is required

The Approval Authority Table will also be revised to allow the Director of Development Services to review and approve Minor Conditional Use Permit requests, instead of the Planning Commission, which is currently the standard approving authority of CUPs. The amendment includes revisions to the Review Authority provisions contained in Section 19.54.030 as shown in red below:

Review Authority Table		
Type of Application	**Review Authority**	**Approval Authority**
• Minor Conditional Use Permit	• Staff • Responsible Agencies	• Director of Development Services

Chapter 19.61 is also being amended, incorporating procedural language, establishing the review authority for Minor Conditional Use Permits, as well as outlining the noticing requirements for the MCUP. Section 19.61.035 will require a mailed notice to all property owners within 300 feet of the exterior boundaries of the property.

Perris Valley Commerce Center Specific Plan (PVCCSP)

The PVCCSP is proposed to be amended to reference the Minor Conditional Use Permit process that is proposed as part of PMC Chapter 19.61. The amendment would amend Table 2.0-2 Land Uses and Table 13.0-1 Permit Types and Processes to establish the Minor Conditional Use Permit (MCUP) process. Table 2.0-2 (Land Uses table) is proposed to be amended as follows:

LAND USE	LI	GI	BPO(1)	C(1)	R(1)	MFR(1)	P	See Section
Animal Services-Veterinary Services Only (Indoor only)	MCUP	P	MCUP	MCUP	PRO	PRO	PRO	
Drive-Thru Services – Bank and Pharmacies only	MCUP	PRO	MCUP	MCUP	PRO	PRO	PRO	
Microbrewery with off sale Alcohol	PRO	PRO	PRO	MCUP	PRO	PRO	PRO	Chapter 19.65 of the Zoning Code
Microbrewery with on sale Alcohol (Tasting Room)	MCUP	MCUP	MCUP	MCUP	PRO	PRO	PRO	Chapter 19.65 of the Zoning Code
Personal Services	~~CUP~~ P	PRO	P	P	~~PRO~~	~~PRO~~	~~PRO~~	
Hospitals ~~and Urgent Care Centers~~	P	CUP	P	CUP	PRO	PRO	CUP	
Urgent Care Centers	P	MCUP	P	MCUP	PRO	PRO	CUP	
Schools, Technical and Trade (20 people or less)	MCUP	MCUP	P	MCUP	PRO	PRO	PRO	
Recreational Areas and Facilities (Indoor Health/ Fitness less than 5,000 sf)	A	A	MCUP	MCUP	P	PRO	P	
Public or Semi Public Education Facilities	PRO	PRO	~~CUP~~P	CUP	PRO	PRO	P	
Business/Professional Office	~~CUP~~ P	~~CUP~~ P	P	P	PRO	PRO	PRO	

Staff has also included definitions for a Microbrewery with off sale Alcohol as well as a Microbrewery with on sale (tasting room). Lastly, this amendment would amend Table 13.0-1 clarifying that the Director of Development Services is the approval authority for the Minor Conditional Use Permit and defining the term.

Downtown Perris Specific Plan (DPSP)

The DPSP is proposed to be amended to incorporate land uses that would be subject to the Minor Conditional Use Permit (MCUP) process. Specifically, Sections 5.4.1H, 5.4.2H, and 5.4.3H would be amended to allow the following uses upon approval of an MCUP:

Minor Conditionally Permitted Uses for Ground Floors with Street Frontage:

1) Arcades
2) Bowling Alleys
3) Florist Shops with incidental off sale Alcohol sales
4) Health and Fitness less than 5,000 sf
5) Microbrewery with on sale alcohol
6) Skating facilities
7) Tutoring Services (less than 20 students)
8) Vocational Schools (20 people or less)

Chapter 5.7 is also being amended to incorporate definitions for *Microbrewery with off sale retail* and *Microbrewery with on sale (tasting room)*.

Green Valley Specific Plan (DPSP)

The GVSP is proposed to be amended to incorporate land uses that would be subject to the Minor Conditional Use Permit (MCUP). Specifically, Chapters 3.5 and 3.6 would be amended to allow the following uses upon approval of an MCUP:

Chapter 3.5- Retail Commercial

1) Drive through services- Banks and Pharmacies
2) Publicly owned museums, libraries community centers, governmental offices and recreation areas; private clubs, lodges, or veteran organizations
3) Urgent care facilities

Chapter 3.6- Business/Professional

1) Fire and Police Stations
2) Private Clubs, fraternities, sororities, lodges and non-profit organizations
3) All other Business Park uses requiring a Minor Conditional Use Permit not mentioned but allowed per Chapter 19.44 of the Zoning Code (Title 19 of the Perris Municipal Code)

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. 26-04 and 26-09 recommending that the City Council determine that the project is exempt from the California Environmental Quality Act (CEQA) Guidelines under Sections 15162 and 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 Specific Plan Amendment 26-00001 and Zoning Code Text Amendment 26-00001 to amend the Perris Valley Commerce Center Specific Plan, the Downtown Perris Specific Plan, and the Green Valley Specific Plan and the Zoning Code for the establishment of a Minor Conditional Use Permit framework and identify land uses that will be subject to the MCUP, 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 26-04 recommending approval of the Zoning Code Text Amendment
B. Resolution 26-05 recommending approval of the Specific Plan Amendment amending the Perris Valley Commerce Center Specific Plan, the Perris Downtown Specific Plan, and the Green Valley Specific Plan
C. Notice of Public Hearing

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

ATTACHMENT 4

Notice of Public Hearing

PUBLIC HEARING NOTICE

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:

CASE NO: Zoning Code Text Amendment 26-00001, Specific Plan Amendment 26-00001

APPLICANT: City of Perris
101 North "D" Street
Perris, CA 92570

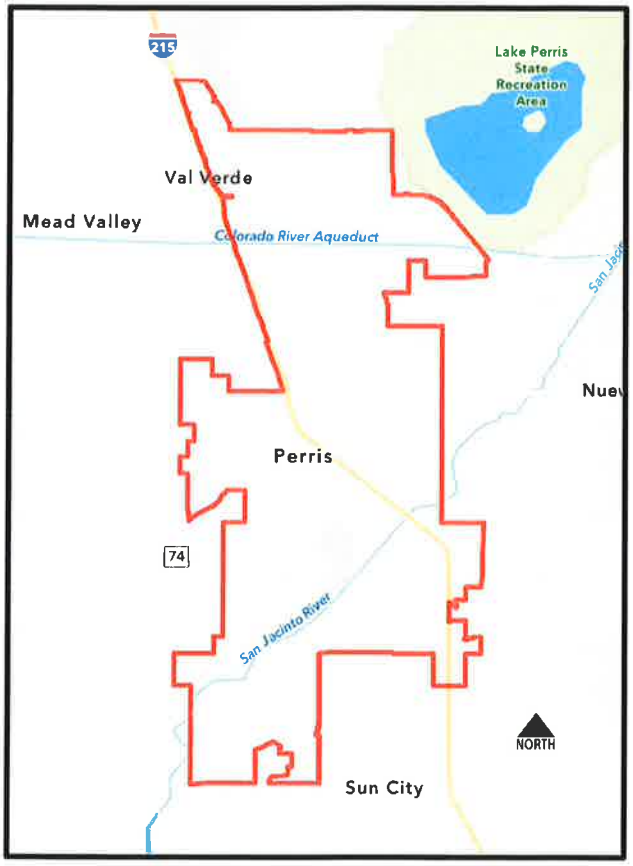
LOCATION: Citywide

PROPOSAL: A proposal to amend the Zoning Code, (Title 19) of the Perris Municipal Code, the Perris Valley Commerce Center Specific Plan (PVCCSP), Downtown Perris Specific Plan (DTSP), and Green Valley Specific Plan (GVSP) to establish a Minor Conditional Use Permit (MCUP) framework and to identify land uses that will be subject to the MCUP process.

ENVIRONMENTAL DETERMINATION: The proposed project has been determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption), which provides that, where it can be seen with certainty that there is no possibility that a project may have a significant effect on the environment, the project is not subject to CEQA. The proposed amendments consist solely of text changes to the City's Zoning Code and Specific Plans to establish a Minor Conditional Use Permit (MCUP) framework and identify land uses that will be subject to the MCUP process. 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: This project is scheduled to be considered by the City Council on April 28, 2026, at 6:30 p.m. The Planning Commission considered the project on February 18, 2026, and recommended to the City Council that the project be **Approved** by a vote of 5 ayes, 0 noes.

Any person affected or concerned by this application may submit written comments to the City Clerk's Office before the City Council hearing and not later than 5:00 p.m. on April 28, 2026. At the time of the public hearing, any person may appear and be heard in support of or opposition to the project. The City Council, at the hearing or during deliberations, 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 writing delivered to the City Council before the public hearing.



CITY COUNCIL
PUBLIC HEARING

COUNCIL CHAMBERS
CITY HALL
101 NORTH "D" STREET
PERRIS, CA 92570

Date & Time:	April 28, 2026, at 6:30 p.m.
Project Planner:	Rafael Garcia, Principal Planner
Phone:	(951) 943-5003
Email:	RGarcia@cityofperris.org

Si necesita un intérprete por favor llámenos al (951) 943-5003

CITY OF PERRIS

CITY COUNCIL
AGENDA SUBMITTAL

12.A.

MEETING DATE: April 28, 2026

SUBJECT: Perris Historic Theater Operational and Funding Analysis

REQUESTED ACTION: That the City Council receive and file, and provide feedback on the Perris Historic Theater Operational and Funding Analysis

CONTACT: Sabrina Chavez, Director of Public Services

BACKGROUND/DISCUSSION:

On June 10, 2025, the City Council directed staff to proceed with an operational and funding analysis for the Perris Theater, located at 295 S D Street in downtown Perris. Staff subsequently presented a proposal for professional services to conduct this analysis to the Economic Development Committee on August 14, 2025, and the Committee directed staff to proceed with contracting AUX Architecture, in partnership with Victus Advisors, to complete the requested work. The scope of services includes the following deliverables:

1. Conduct a trends analysis for theater usage.
2. Evaluate theater operations under both public and private management models.
3. Prepare a competitive and comparable theater analysis within the region.
4. Develop annual projections for usage, revenue, and expenditures.
5. Identify and evaluate potential funding sources and opportunities.

At this time, staff requests that the City Council receive and file, and provide feedback on the Perris Historic Theater operational and funding analysis (see Attachment 1).

BUDGET (or FISCAL) IMPACT:

Cost associated with the awarded contract for professional services by AUX Architecture in the amount of $39,000, was funded from available Capital Improvement Project Budget (CIP #F022) and the Public Art Development Impact Fee fund.

Prepared by:

REVIEWED BY: Sabrina Chavez, Director of Public Services

Assistant City Manager:

Assistant City Manager: ER
Director of Finance: MM

Attachment:

1. Due to size, the Perris Theater Operational and Funding Analysis Final Report can be viewed in the City Clerk's office or at this link: https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings

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

Attachment 1

Due to size, the Perris Theater Operational and Funding Analysis Final Report can be viewed in the City Clerk's office or at this link: https://www.cityofperris.org/government/city-government/city-council-city-council-committee-planning-commission-meetings

CITY OF PERRIS

12.B.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Discussion to consider limiting the number of additional gas stations.

REQUESTED ACTION: The City Council is requested to consider, discuss, and provide direction on potential measures to limit the number of new gas station developments.

CONTACT: Kenneth Phung, Director of Development Services

BACKGROUND/DISCUSSION:

On February 24, 2026, Councilmember Nava directed staff to review regulatory approaches in other jurisdictions that limit the number of new gas stations. This directive responds to the recent increase in the number of gas station applications in the City of Perris. This report summarizes the number of gas stations in the city and the regulatory frameworks implemented by other cities to limit the number of new gas stations.

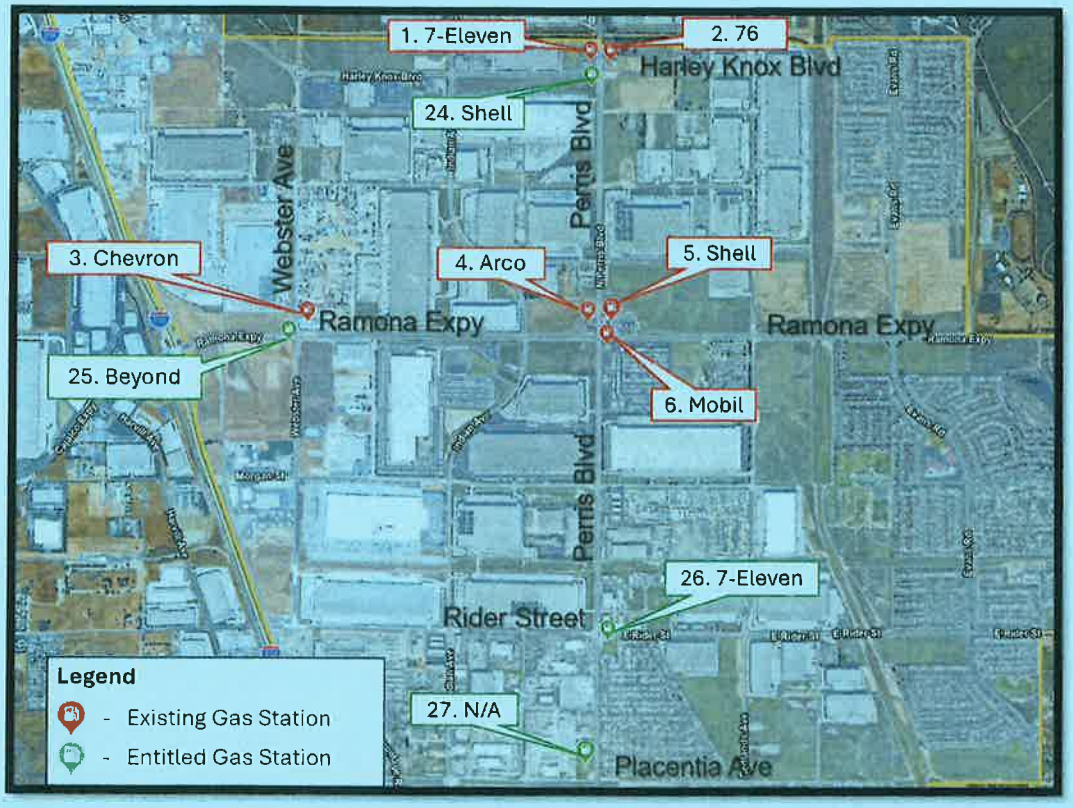
Current City of Perris Gas Station Regulations

Under the current Perris Municipal Code, gas stations are permitted in Commercial Community (CC), General Commercial (CN), and the Industrial (BP, LI, and GI) Zones, subject to a Conditional Use Permit (CUP). Additionally, the Perris Valley Commerce Center Specific Plan allows gas stations as a matter of right in the LI and GI Zones, subject to Development Plan Review approval, while a CUP is required in the BPO Zone. Currently, there are no development standards specific to gas stations; instead, they are required to comply solely with the standards of the underlying zone in which they are located.

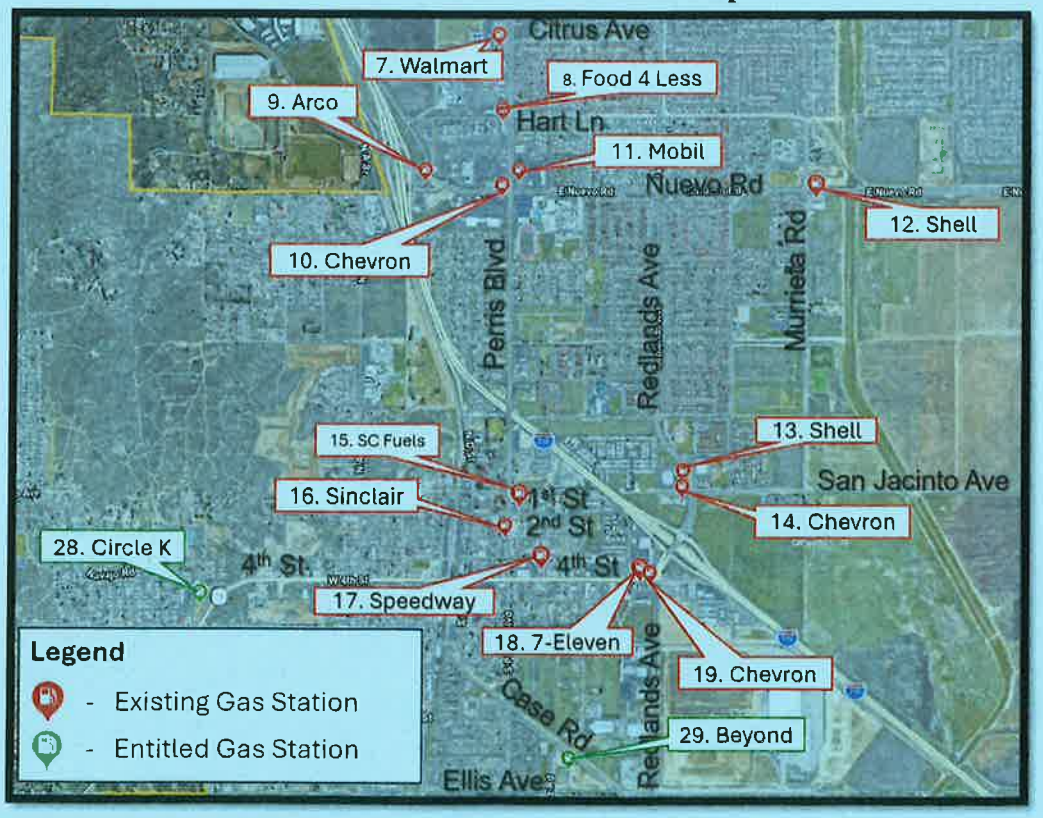
Gas Stations in the City of Perris

According to City records, there are 23 active gas stations operating in the City of Perris, primarily along major arterial corridors and commercial nodes that serve regional and commuter traffic, including areas near the I-215 freeway and other key thoroughfares throughout the community. In addition, eight (8) gas stations have received the required land-use entitlements but have not yet been constructed. If these approved gas station projects are ultimately constructed, the total number of gas stations in the city would increase from 23 to 31 (see Attachment 1). The existing and entitled locations reflect continued demand for fueling services driven by regional growth and increased traffic volumes along arterial transportation corridors. Below are maps of the existing and proposed Gas Stations in Perris, to highlight where they are located:

North Perris Gas Station Map



Central Perris Gas Station Map



South Perris Gas Station Map

ANALYSIS

In reviewing gas station regulations throughout California, there are five (5) cities that have an outright ban on new gas stations, citing that the state is moving towards ending the sale of new gasoline-powered cars by 2035 and wants to reduce dependence on fossil fuels. Three (3) cities limit the number of gas stations to two per intersection; additionally, some jurisdictions limit the number of gas stations per intersection and require a minimum distance of 500 to 1,000 feet between gas stations; and one city has a minimum distance requirement of 200 feet from a residentially zoned property.

	Standards				
	City	Prohibits New Gas Stations	Limit at Intersection	Distance between Gas Station	Distance to Residential
1	Chico	No	**2 per Intersection**	No	No
2	Elk Grove	No	**2 per Intersection**	**500 feet**	No
3	Jurupa Valley	No	**2 per Intersection**	**1,000 feet**	No
4	Novato	**Yes**	No	No	No
5	Orange	No	No	No	**200 feet**
6	Petaluma	**Yes**	No	No	No
7	Rancho Cucamonga	No	No	**1,000 feet**	No
8	Rohnert Park	**Yes**	No	No	No
9	Santa Rosa	**Yes**	No	No	No
10	Sebastopol	**Yes**	No	No	No

Based on the approach of other cities, to address the proliferation of gas stations, the City Council may consider a range of regulatory approaches, including:

- **Gas Station Intersection Limits:** Restricting the number of gas stations per intersection.
- **Distance Requirements Between Gas Stations:** Establishing minimum separation distances between existing and proposed locations.
- **Setback Requirement from Residential Zones/Property:** Requiring minimum distances from residential zones.
- **Use Prohibition:** Prohibiting new gas stations.

RECOMMENDATION:

Based on the information presented, the City Council is requested to review, discuss, and provide direction on potential policy options related to gas station development.

BUDGET (or FISCAL) IMPACT: Staff time for the preparation of the staff report is budgeted in the General Fund.

Prepared by: Rafael Garcia, Principal Planner
Review by: Patricia Brenes, Planning Manager

REVIEWED BY:

Assistant City Manager: MS
Assistant City Manager: EP
Director of Finance: MS

Attachments:

1. List of Existing and Entitled Gas Stations in the City of Perris
2. Map of Existing and Entitled Gas Stations in the City of Perris
3. Survey of Development Restrictions

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

ATTACHMENT 1

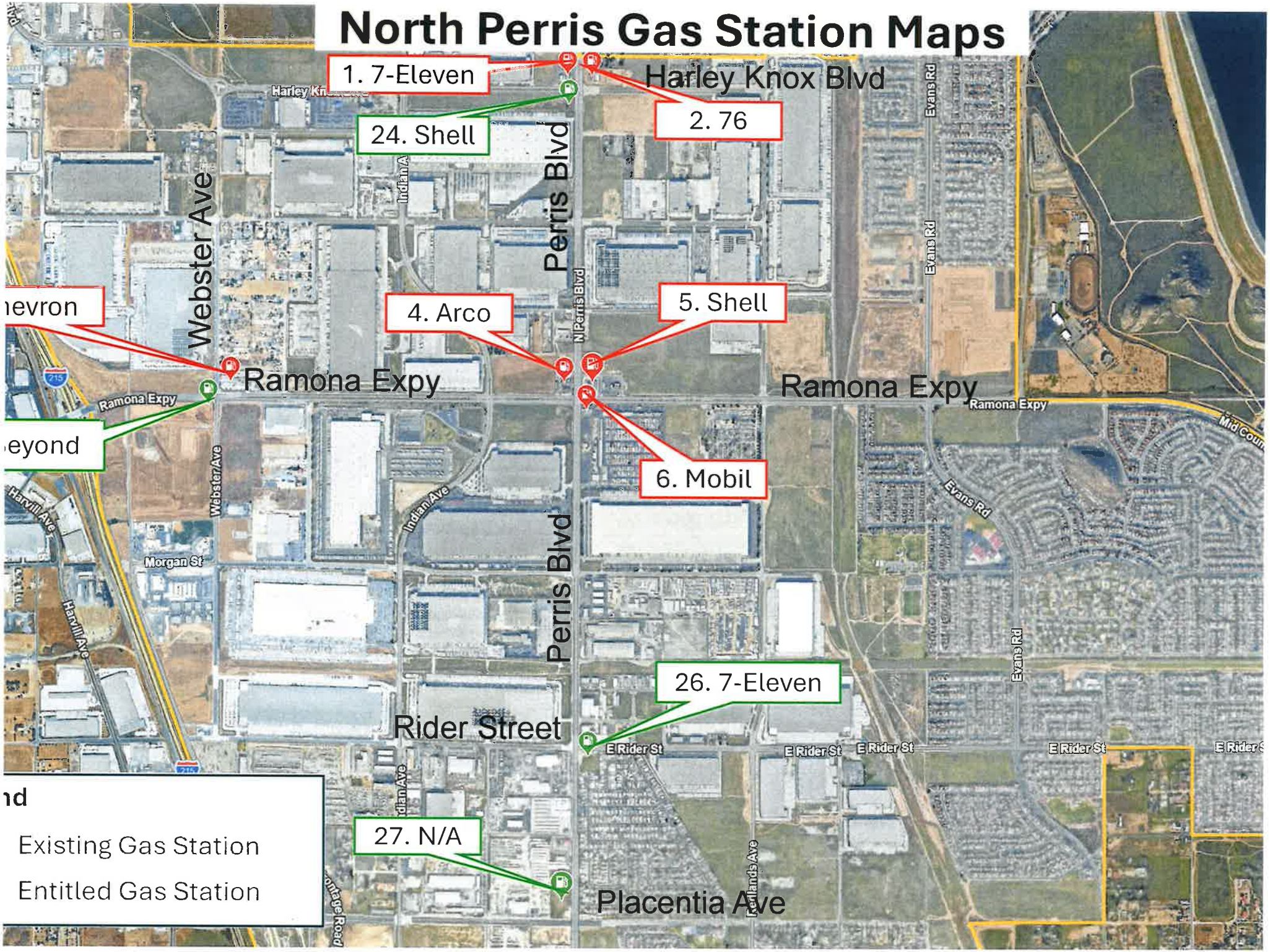
List of Existing and Entitled Gas Stations in the City of Perris

	Type	Location	Address
		Existing Gas Stations	
1	7-Eleven	NW Corner of Perris Blvd and Harley Knox	4488 N Perris Blvd, Perris, CA 92571
2	76	NE Corner of Perris Blvd and Harley Knox	4485 N Perris Blvd, Perris, CA 92571
3	Chevron	NE Corner of Ramona Expy and Webster Ave.	796 Ramona Expy, Perris, CA 92571
4	Arco	NW Corner of Perris Blvd and Ramona Expy	4040 N Perris Blvd, Perris, CA 92571
5	Shell	NE Corner of Perris Blvd and Ramona Expy	4039 N Perris Blvd, Perris, CA 92571
6	Mobil	SE Corner of Perris Blvd and Ramona Expy	3995 N Perris Blvd, Perris, CA 92571
7	Walmart	SW Corner of Perris Blvd. and Citrus	1870 N Perris Blvd, Perris, CA 92571
8	Food 4 Less	South side of Perris (Perris and Hart Ln)	1688 N Perris Blvd Ste M, Perris, CA 92571
9	Arco	Nuevo Rd and Old Nuevo Road	280 W Nuevo Rd, Perris, CA 92571
10	Chevron	SW Corner of Perris Blvd. and Nuevo Road	33 W Nuevo Rd, Perris, CA 92571
11	Mobil	NE Corner of Perris Blvd. and Nuevo Road	1675 N Perris Blvd, Perris, CA 92571
12	Shell	SW Corner of Nuevo Road and Murrieta Rd.	835 E Nuevo Rd, Perris, CA 92571
13	Shell	NW Corner of Redlands and San Jacinto	490 E San Jacinto Ave, Perris, CA 92571
14	Chevron	SW Corner of Redlands and San Jacinto	500 E San Jacinto Ave, Perris, CA 92571
15	SC Fuels	NE Corner of Perris Blvd. and 1st Street	240 E 1st St, Perris, CA 92570
16	Sinclair	SW Corner of Perris Blvd. and 2nd Street	216 S Perris Blvd, Perris, CA 92570
17	Speedway	NW Corner of 4th Street and F Street	268 E 4th St, Perris, CA 92570
18	7-Eleven	SE Corner of 4th Street and Wilkerson Ave.	525 E 4th St, Perris, CA 92570
19	Chevron	SW Corner of 4th Street and Redlands Ave.	428 S Redlands Ave, Perris, CA 92570
20	Circle K	Ethanac Road and Case Road	1765 Ethanac Rd, Perris, CA 92570
21	7-Eleven	Ethanac Road and Case Road	3155 Case Rd, Perris, CA 92570
22	76	Ethanac Road and I-215	1500 Patricia Ln, Perris, CA 92570
23	Beyond	Ethanac Road and Trumble	1765 Ethanac Rd, Perris, CA 92570
		Approved Not Yet Constructed or Operational	
24	Shell	SW Corner of Perris Blvd. and Harley Knox	4680 Perris Blvd, Perris 92571
25	Beyond	SW Corner of Ramona and Webster	N/A
26	7-Eleven	SE Perris Blvd. and Rider Street	23 E. Rider Street, Perris, 92571
27	N/A	NW Corner of Placentia Ave. and Perris Blvd.	2790 N. Perris Blvd., Perris, 92571
28	Circle K	SW Corner of 4th Street and Navajo Road	900 4th Street Perris, 92570
29	Beyond	NE Corner of Goetz Road and Ellis	N/A
30	Arco	NW Corner of Ethanac Road and Trumble Road	1766 Ethanac Road, Perris, CA 92570
31	N/A	NE Corner of Ethanac Road and Trumble Road	1777 Ethanac Road, Perris, CA 92570

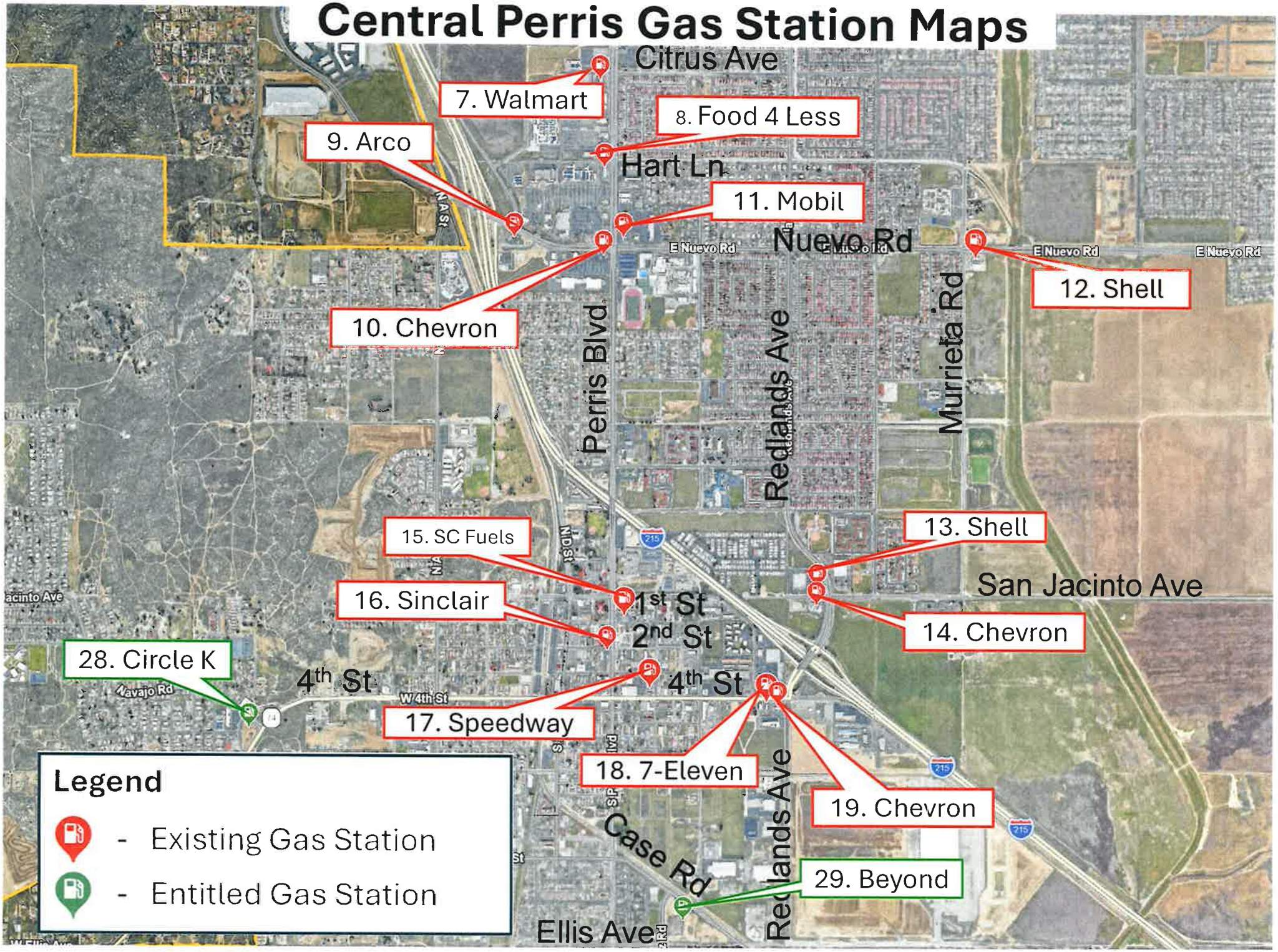
ATTACHMENT 2

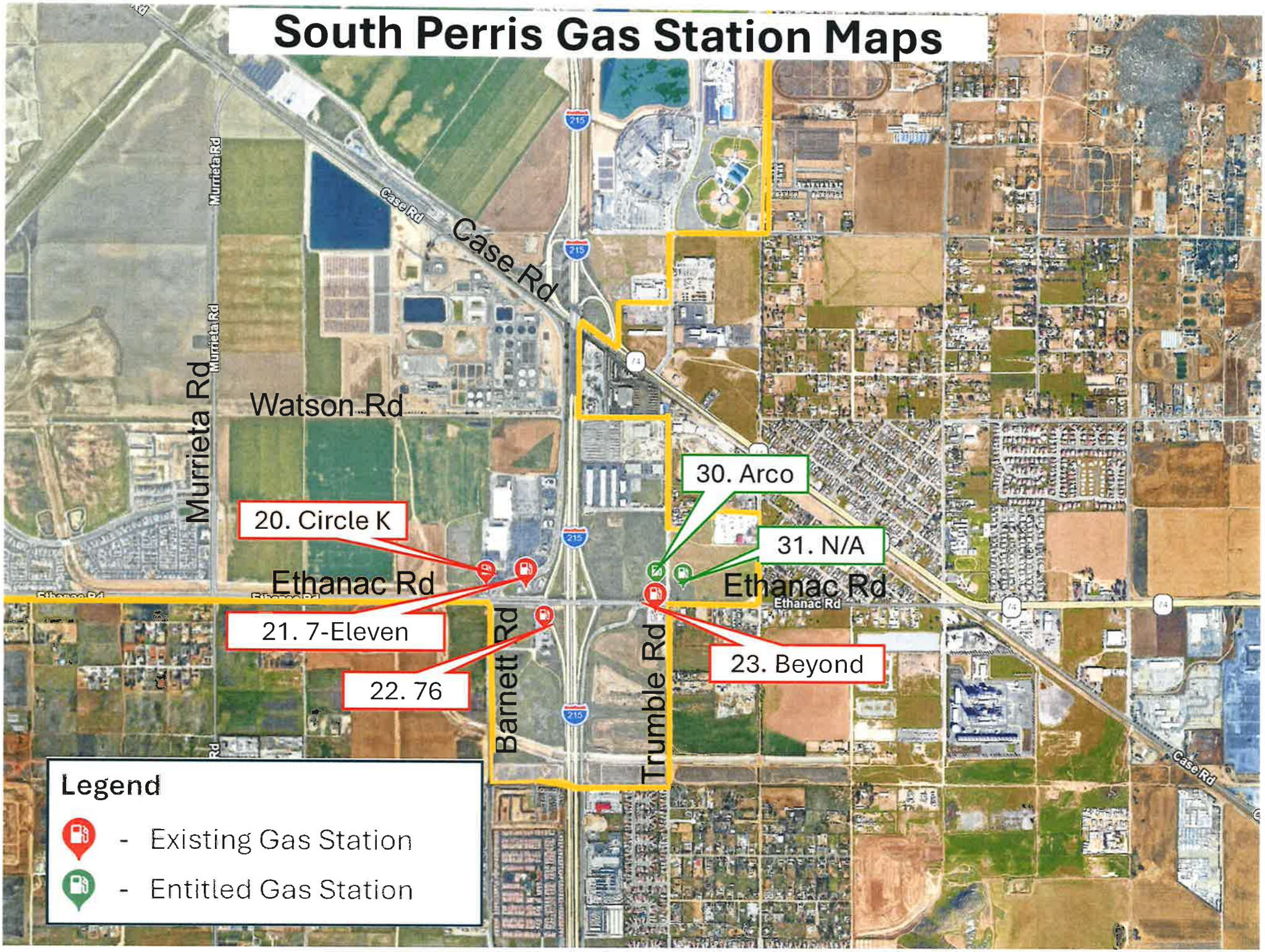
Map of Existing and Entitled Gas Stations in the City of Perris

North Perris Gas Station Maps



Central Perris Gas Station Maps




South Perris Gas Station Maps
Murrieta Rd
Case Rd
Watson Rd
Ethanac Rd
Barnett Rd
Trumble Rd
20. Circle K
21. 7-Eleven
22. 76
30. Arco
31. N/A
23. Beyond
Legend
- Existing Gas Station
- Entitled Gas Station

ATTACHMENT 3

Survey of Development Restrictions

	Standards				
	City	Prohibits New Gas Stations	Limit at Intersection	Distance between Gas Station	Distance to Residential
1	Chico	No	**2 per Intersection**	No	No
2	Elk Grove	No	**2 per Intersection**	**500 feet**	No
3	Jurupa Valley	No	**2 per Intersection**	**1,000 feet**	No
4	Novato	**Yes**	No	No	No
5	Orange	No	No	No	**200 feet**
6	Petaluma	**Yes**	No	No	No
7	Rancho Cucamonga	No	No	**1,000 feet**	No
8	Rohnert Park	**Yes**	No	No	No
9	Santa Rosa	**Yes**	No	No	No
10	Sebastopol	**Yes**	No	No	No

CITY OF PERRIS

12.C.

CITY COUNCIL/ SUCCESOR AGENCY/PERRIS PUBLIC FINANCING AUTHORITY AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Authorizing and Approving the Board of the Successor Agency to the Redevelopment Agency of the City of Perris to Refund Certain 2015 Loan and Bond Obligations of the Successor Agency and Perris Public Financing Authority

REQUESTED ACTION: That the Successor Agency to the Redevelopment Agency of the City of Perris and the Perris Public Financing Authority adopt the following resolutions, respectively:

1. A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN 2015 LOAN AND BOND OBLIGATIONS OF THE SUCCESSOR AGENCY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT AND ONE OR MORE ESCROW AGREEMENTS, AND TAKING OTHER ACTIONS RELATED THERETO

2. RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF TWO ESCROW AGREEMENTS IN CONNECTION WITH THE REFINANCING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE SUCEESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS AND THE ISSUANCE BY THE SUCCESSOR AGENCY OF ITS PERRIS TAX ALLOCATION REFUNDING BONDS, SERIES 2026

CONTACT: Matthew Schenk, Director of Finance

BACKGROUND/DISCUSSION:

The purpose of this report is to start the legal proceedings required to refund Outstanding Tax Allocation Refunding Bonds to provide refunding savings to the City and other taxing entities. The estimated savings is projected to be approximately $1.5M with annual savings of approximately $190,000 and the City's share of savings approximately $28,000 per year. This is a result of the City's finance team continuously monitoring money saving opportunities as they become available based on market conditions.

Redevelopment agencies were dissolved by the passage of ABx1 26 by the California Legislature. The California Supreme Court upheld the dissolution statute in December of 2011, and the dissolution occurred effective February 1, 2012. AB 1484, follow-up legislation to supplement and clarify various provisions, was passed in June of 2012. That statute added Health & Safety Code section 34177.5, subsection (a)(1) of which includes language that permits successor agencies to refund bonds to effect savings. That section provides that a successor agency has the authority, right and power to:

(1) For the purpose of issuing bonds or incurring other indebtedness to refund the bonds or other indebtedness of its former redevelopment agency or of the successor agency to provide savings to the successor agency, provided that (A) the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the bonds or other indebtedness to be refunded plus the remaining principal of the bonds or other indebtedness to be refunded, and (B) the principal amount of the funding bonds or other indebtedness shall not exceed the amount required to defease the refunded bonds or other indebtedness, to establish customary debt service reserves, and to pay related costs of issuance. If the foregoing conditions are satisfied, the initial principal amount of the refunding bonds or other indebtedness may be greater than the outstanding principal amount of the bonds or other indebtedness to be refunded. The successor agency may pledge to the refunding bond or other indebtedness the revenues pledged to the bonds or other indebtedness being refunded, and that pledge, when made in connection with the issuance of such refunding bonds or other indebtedness, shall have the same lien priority as the pledge of the bonds or other obligations to be refunded, and shall be valid, binding, and enforceable in accordance with its terms.

Pursuant to AB 1484, the former Redevelopment Agency of the City of Perris ("Former Agency") was dissolved on February 1, 2012 and the Successor Agency to the Redevelopment Agency of the City of Perris ("Successor Agency") was vested with all authority, rights, powers, duties and obligations of the Former Agency. As provided by AB 1484, a successor agency is not able to issue bonds that would increase the overall indebtedness associated with the previous issuances, or provide additional proceeds to be expended, but it can issue bonds to refund and effectuate cost savings. By refunding certain eligible bond issues, the debt service payments will be reduced and the taxing entities will receive additional revenues. Successor Agency Staff has identified such an opportunity which is presented in this agenda report.

In 2015, the Perris Public Financing Authority (the "Authority") issued $21,590,000 of Tax Allocation Revenue Refunding Bonds, 2015 Series A (the "2015A Bonds") and $23,120,000 of Tax Allocation Subordinate Revenue Refunding Bonds, 2015 Series B (the "2015B Bonds") (collectively, the "Prior Bonds"). The Prior Bonds were issued to refund certain bonded debt obligations of the Authority issued in the years 2001, 2002, and 2006.

Presently, the 2015A Bonds are outstanding in the amount of $10,625,000 and are eligible for prepayment on any date at par. The 2015B Bonds are outstanding in the amount of $14,710,000 and are eligible for prepayment on any date at par Successor Agency Staff has determined, in consultation with its Municipal Advisor, that the current market conditions are favorable for the issuance of Refunding Bonds (defined herein) to refund and prepay the Prior Bonds for debt service savings pursuant to Health and Safety Code Section 34177.5(a)(i). The prepayment of the Prior Bonds will cause the refunding and defeasance of the Prior Bonds.

Refunding outstanding bonds and other obligations of a former redevelopment agency requires the approval of the successor agency, oversight board, and the California Department of Finance. Because the impact of the refunding would be to reduce the interest costs associated with the Prior Bonds, it is anticipated that the Department of Finance will not object to the action. Successor agencies throughout the state have successfully refunded outstanding debt, including the City of Perris with issuances in 2019, 2018, and 2015. In 2019, the Successor Agency issued its Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable). In 2018, the Successor Agency issued its Subordinate Tax Allocation Refunding Bonds, Series 2018 (Taxable). In 2015, the Authority issued the Prior Bonds which were secured by certain loans of the Successor Agency and refunded certain bonds of the Former Agency.

The first step in moving forward with the refunding bonds is to adopt the attached resolution directing the Successor Agency to undertake proceedings for the issuance and sale of the Successor Agency to the Redevelopment Agency of the City of Perris, Tax Allocation Refunding Bonds, Series 2026 (the "Refunding Bonds") to refund the Prior Bonds, approve the required legal documents and authorize all of the necessary actions relating to the proposed refinancing. Subsequent to the adoption of the resolution by the Successor Agency, the Oversight Board has a meeting scheduled for May 21, 2026, for their adoption of the required resolution to direct the Successor Agency to move forward with the refunding. This action will be accompanied by the Successor Agency resolution and the indenture of trust, escrow deposit and trust agreements, bond purchase agreement and the Debt Service Savings Analysis Report. Once the Oversight Board has approved their resolution, they are required to be forwarded to the California Department of Finance who has up to sixty days to approve the Oversight Board resolution.

ANALYSIS:

As shown in the attached Debt Service Savings Analysis Report, it is anticipated that a refunding of the Prior Bonds will produce net present value savings of approximately $1.5 million over the life of the indebtedness and an annual average reduction in bond payments of $189,571. This will result in an average annual increase of $27,450 property tax revenues to the City starting in 2027 and continuing through the final maturity in 2035. This same reduction in annual bond payments frees up additional property tax revenues for distribution to the affected taxing entities. The City is one of the taxing entities that will benefit by these savings. Other taxing entities include, but are not limited to, the County, schools (K-12, community colleges and County Office of Education), the County Library, and other special districts. These figures are based on market conditions as of April 6, 2026 and are subject to change.

The dissolution law provides that such refinancings are subject to the approval of the Successor Agency, Oversight Board, and the Department of Finance. The proposed action starts this process. If these prior Bonds are refinanced, any savings accrued will increase the amount of residual property tax (previously known as tax increment) available for distribution to the taxing entities.

REFUNDING PROCESS:

It is anticipated that the refunding will take approximately 4 months to complete. The key milestones to complete the refunding are identified below:

- Successor Agency approving resolution to refund the Prior Bonds and approving legal documents (***Tonight's Action***). A companion resolution is included on tonight's agenda for the Authority to approve the escrow deposit and trust agreement required to refund the Prior Bonds.

- Oversight Board's approval of Successor Agency action to issue the Refunding Bonds and make determination of savings (May 21, 2026)
- Submission of resolutions of both the Successor Agency and Oversight Board and all the related documents to the Department of Finance (May 22, 2026)
- Secure underlying credit ratings and, if necessary, debt service reserve fund surety and bond insurance (July 2026)
- Receive Department of Finance's Approval (July 2026)
- Successor Agency approval of the Preliminary Official Statement and remaining financing documents (July 28, 2026)
- Negotiated sale of the Refunding Bonds (August 2026)
- Bond Closing (August 2026)

FISCAL IMPACT:

The fiscal impact of the issuance of Refunding Bonds will result in the average annual reduction in bond payments of approximately $189,571. This same reduction in annual bond payments frees up additional property tax revenues for distribution to affected taxing entities. This will result in an average annual increase of $27,450 in property tax revenues to the City starting in 2027 and continuing through the final maturity in 2035, as a result of the refunding. These are estimated savings based on current market conditions as of April 6, 2026 and are subject to change.

Senate Bill 450 Analysis

Per the requirements of SB 450, the proposed Refunding Bonds will be in the amount of $17,755,000 for a term of 9 years at a true interest cost of 3.17%, netting bond proceeds of $18,735,518 to be deposited into the Escrow Fund. The sum of all fees and charges paid to 3rd parties is estimated to be $432,686, including $47,921 to pay for premiums to the Insurer for the debt service reserve policy, $304,868 to be deposited into the Cost of Issuance Fund, and an Underwriter's Discount of $79,898. The total payment including all debt service payments and projected fees and charges paid to third parties to the final maturity of the Bonds in 2035 is estimated at $21,753,059. These amounts are good faith estimates based on market conditions as of April 6, 2026, provided by the Underwriter and the actual amounts locked in at pricing may vary.

BUDGET (or FISCAL) IMPACT:

None. Costs will be paid from the proceeds of the bonds. Certain costs are contingent and will be paid from administrative funds if the bonds are not issued.

Prepared by: Matthew Schenk, Director of Finance

REVIEWED BY:

Assistant City Manager: VNB
Assistant City Manager: ER
Director of Finance: MS

Attachments:

1. Successor Agency Resolution
2. Authority Resolution
3. Indenture of Trust, by and between the Successor Agency and Trustee
4. Bond Purchase Agreement, by and between the Successor Agency and the Underwriter
5. Escrow Deposit and Trust Agreements
6. Debt Service Savings Report.

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

ATTACHMENT 1

SUCCESSOR AGENCY RESOLUTION

RESOLUTION NO. __

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, AUTHORIZING THE ISSUANCE OF REFUNDING BONDS TO REFUND CERTAIN 2015 LOAN AND BOND OBLIGATIONS OF THE SUCCESSOR AGENCY, AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDENTURE OF TRUST, A BOND PURCHASE AGREEMENT AND ONE OR MORE ESCROW AGREEMENTS, AND TAKING OTHER ACTIONS RELATED THERETO

WHEREAS, prior to the enactment of the dissolution law described below, the Redevelopment Agency of the City of Perris (the "Redevelopment Agency") was a public body, corporate and politic, duly established and authorized to transact business and exercise powers under and pursuant to the provisions of the Community Redevelopment Law of the State of California, constituting Part 1 of Division 24 of the California Health and Safety Code (together with Parts 1.8 and 1.85 of Division 24, as amended, including by Senate Bill 107, adopted on September 22, 2015, the "Law"), including the power to borrow funds and issue bonds for any of its corporate purposes, including implementation of the provisions of the redevelopment plans enacted within its project areas; and

WHEREAS, the City Council of the City of Perris has previously adopted redevelopment plans with respect to the Redevelopment Project-1994, the Redevelopment Project-1987 and the Central Perris and North Perris Redevelopment Project, including any amendments thereto (the "Project Areas"); and

WHEREAS, the Successor Agency has heretofore authorized the following obligations dated as of July 1, 2015, each by and between the Perris Public Financing Authority ("PPFA") and the Redevelopment Agency: (a) Loan Agreement (Redevelopment Project-1987), related to the Perris Public Financing Authority Tax Allocation Revenue Bonds, 2015 Series A ("2015 Series A Bonds"); (b) Loan Agreement (Central North and North Perris Redevelopment Project), related to the 2015 Series A Bonds; (c) Loan Agreement (Redevelopment Project-1994), related to the 2015 Series A Bonds; (d) Housing Fund Loan Agreement related to the 2015 Series A Bonds; (e) Subordinate Loan Agreement (Redevelopment Project-1987), related to the Perris Public Financing Authority Tax Allocation Revenue Bonds, 2015 Series B (the "2015 Series B Bonds"); (f) Subordinate Loan Agreement (Central North and North Perris Redevelopment Project, 2015 Series B Bonds; and (g) Subordinate Loan Agreement (Redevelopment Project-1994), related to the 2015 Series B Bonds (the 2015 Series A Bonds and the 2015 Series B Bonds are collectively referred to herein as the "Prior Obligations"); and

WHEREAS, on June 27, 2012, after adopting California Assembly Bill No. 26 (First Extraordinary Session) ("AB1X 26") on June 29, 2011, which dissolved all redevelopment agencies and community redevelopment agencies in existence in the State of California as of February 1, 2012, and designated "successor agencies" and "oversight boards" to satisfy "enforceable obligations" of the former redevelopment agencies and administer dissolution and wind down of the former redevelopment agencies, the Legislature adopted Assembly Bill No. 1484, a follow on bill to AB1X 26, to provide a mechanism to refund tax allocation bonds under certain circumstances; and

WHEREAS, pursuant to California Health and Safety Code Section 34173(d), the Successor Agency to the Redevelopment Agency of the City of Perris is the successor agency (the "Successor Agency") to the Redevelopment Agency with respect to the Redevelopment Agency's outstanding bonds and indebtedness; and

WHEREAS, the Successor Agency is authorized under Health and Safety Code Section 34177.5(a)(1) to refund the Prior Obligations to provide savings to the Successor Agency, so long as the following two conditions are met with respect to each of the Prior Obligations: first, the total interest cost to maturity on the refunding bonds or other indebtedness plus the principal amount of the refunding bonds or other indebtedness shall not exceed the total remaining interest cost to maturity on the Prior Obligations to be refunded plus the remaining principal of the Prior Obligations to be refunded; second, the principal amount of the refunding bonds or other indebtedness shall not exceed the amount required to defease the Prior Obligations, to establish customary debt service reserves, and to pay related costs of issuance including costs of bond insurance, reserve policies, financial advisors, consultants, counsel and staff related to the refunding (the "Refunding Test"); and

WHEREAS, current interest rates are favorable to effect a refinancing of the Prior Obligations; and

WHEREAS, Fieldman, Rolapp & Associates, Inc., the Successor Agency's Municipal Advisor, has provided information to show that, based on current market conditions, there are debt service savings associated with a refunding of the Prior Obligations in sufficient amounts to meet or exceed the Refunding Test with respect to the Prior Obligations (the "Report"), which report is on file with the Secretary of the Successor Agency; and

WHEREAS, the Successor Agency previously issued its $13,925,000 initial principal amount Successor Agency to the Redevelopment Agency of the City of Perris Subordinate Tax Allocation Refunding Bonds, Series 2018 (Taxable) (the "2018 Bonds") pursuant to that certain Indenture of Trust, dated as of August 1, 2018, by and between the Successor Agency and U.S. Bank National Association, as trustee (the "2018 Indenture"); and

WHEREAS, the Successor Agency previously issued its $6,945,000 initial principal amount Successor Agency to the Redevelopment Agency of the City of Perris Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable) (the "2019 Bonds") pursuant to that certain First Supplemental Indenture, dated as of December 1, 2019, by and between the Successor Agency and U.S. Bank National Association, as trustee, supplementing the 2018 Indenture; and

WHEREAS, to provide moneys to refund the Prior Obligations, the Successor Agency now wishes to authorize the issuance and sale of certain refunding bonds, designated as "Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026" (as said name may be adjusted by a Designated Officer, as defined herein, the "Refunding Bonds"), under the provisions of Section 34177.5 of the Law and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (collectively, the "Refunding Bond Law"); and

WHEREAS, the Successor Agency desires to approve the form of and authorize the execution and delivery of an Indenture of Trust, dated as of August 1, 2026 (the "Indenture"), by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), pursuant to which the Refunding Bonds will be issued as senior obligations of the Successor Agency; and

WHEREAS, if issued, the Refunding Bonds will be secured by certain tax increment revenues associated with the Project Areas ("RPTTF Revenues") and deposited in the Redevelopment Property Tax Trust Fund pursuant to Section 34177.5(g) of the Law following the payment of enforceable obligations having priority by law, and the lien on such RPTTF Revenues securing the Refunding Bonds will be senior to the lien securing the 2018 Bonds and the 2019 Bonds; and

WHEREAS, the 2018 Bonds and the 2019 Bonds will remain outstanding as subordinate obligations payable from RPTTF Revenues subordinate to the lien securing the Refunding Bonds, all as more particularly set forth in the Indenture; and

WHEREAS, the Successor Agency will sell the Refunding Bonds to Oppenheimer & Co. Inc. and Samuel A. Ramirez & Co., Inc. (together, the "Underwriters") pursuant to the terms of a Bond Purchase Agreement, by and among the Successor Agency and the Underwriters (the "Purchase Agreement"), a form of which is on file with the Secretary; and

WHEREAS, in order to effect the sale of the Refunding Bonds by the Successor Agency, and the refunding of the Prior Obligations, the Successor Agency will be required to prepare and approve a Preliminary Official Statement for the Refunding Bonds, the form of which will be presented to the Successor Agency for approval at a later date; and

WHEREAS, in order to comply with Rule 15c2-12 of the Securities and Exchange Act of 1934, as amended, the Successor Agency will subsequently approve the form and authorize the execution and delivery of a continuing disclosure agreement by and between the Successor Agency and Willdan Financial Services, as dissemination agent (the "Continuing Disclosure Agreement"), the form of which will be presented to the Successor Agency at a later date; and

WHEREAS, to effectuate the refunding of the Prior Obligations, the Successor Agency further desires to approve the form and authorize the execution and delivery of one or more escrow deposit and trust agreements by and among the Successor Agency, the PPFA, and the Trustee, acting as escrow agent (the "Escrow Agreements"), forms of which are on file with the Secretary, and to take other actions necessary to effectuate the refunding; and

WHEREAS, the City finds that the refunding meets the City's debt policies and the City Council has reviewed information in the staff report which information is consistent with the requirements of Senate Bill 450; and

WHEREAS, pursuant to Health and Safety Code Section 34179(j), the Countywide Oversight Board for the County of Riverside (the "Oversight Board") has been established; and

WHEREAS, the Successor Agency desires the Oversight Board to approve and direct the Successor Agency to undertake the refunding proceedings referenced in this Resolution.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. **Findings.** The Successor Agency hereby approves the Report:

(a) Due to low interest rates, it is beneficial to the Successor Agency, the City and all taxing entities to undertake a refunding of the Prior Obligations.

(b) The refinancing thresholds set forth in the Refunding Test have been met or shall be met concurrently with the execution and delivery of the Purchase Agreement.

(c) The Successor Agency has made diligent efforts to ensure that the lowest long-term cost financing is obtained, which shall not provide for any bullets or spikes and shall not use variable rates.

The Successor Agency has made use of an independent financial advisor in developing financing proposals and in determining that the issuance of the Refunding Bonds complies with Section 34177.5(a)(1), and the Successor Agency shall make the Report and/or work products of the financial advisor available to the California State Department of Finance upon request.

Section 3. **Authorization to Proceed.** The Successor Agency hereby authorizes and approves the issuance of the Refunding Bonds in a principal amount not to exceed $20,000,000, the final principal amount to be determined by the official signing of the Purchase Agreement in accordance with Section 7 below. The Successor Agency hereby determines that it is prudent in the management of its fiscal affairs and a public purpose to issue the Refunding Bonds as senior obligations, which shall mature on the dates and accrue interest at the rate set forth in the Purchase Agreement to be executed on behalf of the Successor Agency in accordance with Section 7 hereof.

Section 4. **Approval of the Indenture.** The Refunding Bonds shall be issued pursuant to the Refunding Bond Law and pursuant to the Indenture. The Successor Agency hereby approves the Indenture in the form on file with the City Clerk, as Secretary of the Successor Agency. The Chair (Mayor), Vice Chair (Mayor Pro Tempore), Treasurer (Finance Director), and Executive Director (City Manager) (the "Designated Officers"), each acting alone, are hereby authorized and directed to execute, and the Secretary (City Clerk) or Assistant or Deputy Secretary (Assistant or Deputy City Clerk) ("Secretary") is hereby authorized and directed to attest, the Indenture in said form, together with such additions thereto or changes therein as the Designated Officer executing the Indenture, upon consultation with Bond Counsel, shall deem necessary, desirable or appropriate, and the execution of the Indenture by a Designated Officer shall be conclusive evidence of the approval of any such additions and changes.

Section 5. **Authorization of Performance of Indenture.** The Successor Agency hereby authorizes the delivery and performance by the Successor Agency of the Indenture. The covenants set forth in the Indenture to be executed in accordance with Section 4 above are hereby approved, shall be deemed to be covenants of the Successor Agency, and shall be complied with by the Successor Agency and its officers.

Section 6. **Execution of Bonds.** The Refunding Bonds shall be executed on behalf of the Successor Agency by the manual or facsimile signature of a Designated Officer, and attested with the manual or facsimile signature of the Secretary. U.S. Bank Trust Company, National Association is hereby appointed to act as Trustee for the Refunding Bonds.

Section 7. **Approval of Purchase Agreement.** The form of Purchase Agreement relating to the purchase of the Refunding Bonds by the Underwriters, a copy of which is on file with the Secretary, is hereby approved in the form thereof, or with such changes as may be approved by a Designated Officer, said Designated Officer's execution thereof to constitute conclusive evidence of approval of all such changes, and each Designated Officer is hereby authorized, together or alone, to execute and deliver the Purchase Agreement and to insert in the aforesaid Purchase Agreement the dollar amount which reflects the provisions of said Purchase Agreement; provided, however, that the purchase meets the requirements of the Refunding Test and the Underwriters' discount shall not exceed 0.550% of the principal amount of the Refunding Bonds thereof, excluding any original issue discount on the Refunding Bonds.

Section 8. **Direction on the Continuing Disclosure Agreement.** The Designated Officers are hereby directed to prepare or cause to be prepared the Continuing Disclosure Agreement. The Designated Officers shall present the Continuing Disclosure Agreement, in substantially final form, for approval by the Successor Agency prior to the issuance of the Refunding Bonds.

Section 9. **Direction on the Preliminary Official Statement.** The Designated Officers are hereby directed to prepare or cause to be prepared the Preliminary Official Statement related to the Refunding Bonds describing pertinent information with respect to the Refunding Bonds for investors and information required under federal securities laws. The Designated Officers shall present the Preliminary Official Statement, in substantially final form, for approval by the Successor Agency prior to the issuance of the Refunding Bonds.

Section 10. **Approval of Escrow Agreements.** The Prior Obligations will be refunded pursuant to the terms of the Escrow Agreements. The forms of the Escrow Agreements, which are on file with the Secretary, are hereby approved in substantially the forms thereof or with such changes as may be approved by a Designated Officer, said Designated Officer's execution thereof to constitute conclusive evidence of said officer's approval of all such changes, and each Designated Officer is hereby authorized, together or alone, to execute and deliver said Escrow Agreements.

Section 11. **Valid and Binding Obligation.** Pursuant to Section 34177.5(g) of the Law, any bonds authorized by Section 34177.5 shall be considered indebtedness incurred by the dissolved redevelopment agency, with the same legal effect as if the bonds had been issued, incurred, or entered into prior to June 29, 2011, in full conformity with the applicable provisions of the Redevelopment Law that existed prior to that date, shall be included in the successor agency's Recognized Obligation Payment Schedule, and shall be secured by a pledge of, and lien on, and shall be repaid from moneys deposited from time to time in the Redevelopment Property Tax Trust Fund established pursuant to subdivision (c) of Section 34172, as provided in paragraph (2) of subdivision (a) of Section 34183. Property tax revenues pledged to any such bonds are taxes allocated to the successor agency pursuant to subdivision (b) of Section 33670 and Section 16 of Article XVI of the California Constitution. Pursuant to Section 33641.5 of the Law, a pledge of collateral by a redevelopment agency to secure, directly or indirectly, the payment of the principal or redemption price of, or interest on, any bonds which is issued by or entered into by an agency shall be valid and binding in accordance with the terms of the pledge document from the time the pledge is made for the benefit of pledgees and successors thereto.

Section 12. **Confirmation of Consultants.** The Successor Agency hereby confirms that Aleshire & Wynder, LLP shall serve as Bond Counsel at its hourly rate under its contract with the City; that Stradling Yocca Carlson & Rauth LLP, will serve as Disclosure Counsel in connection with the issuance of the Refunding Bonds; that Fieldman, Rolapp & Associates, Inc. will serve as Municipal Advisor; and that HdL Coren & Cone will serve as Fiscal Consultant, in connection with the issuance of the Refunding Bonds.

Section 13. **Appointment of Bond Underwriters.** The Successor Agency hereby appoints Oppenheimer & Co. Inc. and Samuel A. Ramirez & Co., Inc. to serve as underwriters in connection with the issuance of the Refunding Bonds subject to a Purchase Agreement to be entered into with said Underwriters.

Section 14. **Recovery of Costs.** Staff is hereby authorized and ordered to take all actions necessary to recover reasonable costs incurred in connection with this transaction from the proceeds of the Refunding Bonds or, if the Successor Agency is not able to issue its bonds or the issuer is not able to issue its bonds relating to the Successor Agency, by including such costs in a future Recognized Obligation Payment Schedule. The recovery of such costs shall be in addition to and shall not count against any administrative cost allowance of the Successor Agency as such allowance is defined in Health and Safety Code Section 34171(b).

Section 15. **Further Action.** Upon approval by the Successor Agency, the Successor Agency hereby directs the Designated Officers and employees of the Successor Agency to submit or cause to be submitted all legal proceedings and documents to issue the Refunding Bonds to the Countywide Oversight Board for the County of Riverside and the State Department of Finance for consideration at the earliest practical opportunity.

Section 16. **Official Action.** All actions heretofore taken by the officers and agents of the Successor Agency with respect to the issuance of the Refunding Bonds are hereby approved, confirmed and ratified. The Designated Officers of the Successor Agency and the Secretary and any and all other officers of the Successor Agency are hereby authorized and directed, for and in the name and on behalf of the Successor Agency, to do any and all things and take any and all actions, including applying for bond insurance, reserve fund insurance policies, execution and delivery of any and all assignments, certificates, tax certificates, municipal bond insurance commitments and agreements, reserve surety commitments, requisitions, including requisitions for the payment of costs of issuance of the Refunding Bonds, agreements, notices, consents, instruments of conveyance, warrants, final and conclusive determination with respect to the Refunding Bonds, and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the sale, issuance and delivery of the Refunding Bonds to the purchaser, or purchasers of the Refunding Bonds. This Resolution constitutes the approval of the Official Statement and the Continuing Disclosure Agreement for the purposes of the Oversight Board. The Successor Agency shall not be required to return for a second approval to the Oversight Board or State Department of Finance for any future action approved by this Resolution.

Section 17. **Severability.** If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Effective Date. This Resolution shall take effect immediately upon its passage.

PASSED, APPROVED and ADOPTED this ___ day of _____, 2026.

_____
Chair

ATTEST:

_____
Secretary

ATTACHMENT 2

AUTHORITY RESOLUTION

RESOLUTION NO. ____

RESOLUTION OF THE PERRIS PUBLIC FINANCING AUTHORITY APPROVING AND AUTHORIZING THE EXECUTION OF TWO ESCROW AGREEMENTS IN CONNECTION WITH THE REFINANCING OF CERTAIN OUTSTANDING OBLIGATIONS OF THE SUCEESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS AND THE ISSUANCE BY THE SUCCESSOR AGENCY OF ITS PERRIS TAX ALLOCATION REFUNDING BONDS, SERIES 2026

WHEREAS, the Perris Public Financing Authority (the "Authority") is a joint exercise of powers authority duly organized and existing under and pursuant to Articles 1 through 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California; and

WHEREAS, the Successor Agency to the Redevelopment Agency of the City of Perris (the "Successor Agency") has adopted its Resolution No. ____ (the "Authorizing Resolution"), approving the issuance of its "Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026" (the "2026 Bonds") for the purpose of refunding certain outstanding obligations of the Successor Agency and the Authority, including the Perris Public Financing Authority Tax Allocation Revenue Bonds (Senior Project Loan and Housing Loan), 2015 Series A and the related loan agreements, and the Perris Public Financing Authority Tax Allocation Revenue Bonds (Subordinate Project Loan), 2015 Series B and the related subordinate loan agreements (collectively, the "Prior Obligations"); and

WHEREAS, in order to effectuate the refunding and the payoff of the Prior Obligations, the Authority and the Successor Agency desire to enter into two escrow agreements, one relating to the 2015 Series A Bonds and related loan obligations and one relating to the 2015 Series B Bonds and related subordinate loan obligations, each with U.S. Bank Trust Company, National Association, as escrow bank and escrow agent, copies of which are on file with the Secretary of the Authority (collectively, the "Escrow Agreements");

NOW, THEREFORE, BE IT RESOLVED by the Perris Public Financing Authority, as follows:

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

Section 2. Approval of Escrow Agreements. The forms of the Escrow Agreements are hereby approved in substantially the forms on file with the Secretary or with such changes as may be approved by the Chair, Executive Director or Treasurer (each, an "Authorized Officer"), said Authorized Officer's execution thereof to constitute conclusive evidence of said Authorized Officer's approval of all such changes, and each Authorized Officer is hereby authorized, together or alone, to execute and deliver said Escrow Agreements.

Section 3. Official Action. The Chair, the Executive Director, the Treasurer, the Secretary, the Assistant Secretary and any and all other officers of the Authority are hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and take any and all actions, including execution and delivery of any and all assignments, certificates, requisitions and other documents

in connection with the refinancing, the issuance of the 2026 Bonds and the execution of the Escrow Agreements.

Section 4. Effective Date. This Resolution shall take effect from and after its passage and adoption.

ADOPTED, SIGNED and APPROVED this __ day of _____, 2026.

_____
Chair

ATTEST:

_____
Secretary

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

I, ____, SECRETARY OF THE PERRIS PUBLIC FINANCING AUTHORITY, HEREBY CERTIFY that the foregoing Resolution Number ____ was duly and regularly adopted by the Perris Public Financing Authority at a regular meeting held on the ____ day of _____, 2026, by the following called vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
Secretary

ATTACHMENT 3

INDENTURE OF TRUST, BY AND BETWEEN THE SUCCESSOR AGENCY AND THE UNDERWRITER

INDENTURE OF TRUST

Dated as of August 1, 2026

by and between the

SUCCESSOR AGENCY TO THE

REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Relating to

$[PAR AMOUNT]
Successor Agency to the Redevelopment Agency of the City of Perris
Tax Allocation Refunding Bonds, Series 2026

TABLE OF CONTENTS

Page

ARTICLE I DETERMINATIONS; DEFINITIONS 4

Section 1.01 Findings and Determinations 4

Section 1.02 Definitions 4

Section 1.03 Rules of Construction 15

ARTICLE II AUTHORIZATION AND TERMS 15

Section 2.01 Authorization of Series 2026 Bonds 16

Section 2.02 Terms of Series 2026 Bonds 17

Section 2.03 Redemption of Series 2026 Bonds. 18

Section 2.04 Form of Series 2026 Bonds 20

Section 2.05 Execution of Bonds 19

Section 2.06 Transfer of Bonds 20

Section 2.07 Exchange of Bonds 20

Section 2.08 Registration of Bonds 20

Section 2.09 Temporary Bonds 20

Section 2.10 Bonds, Mutilated, Lost, Destroyed or Stolen 21

Section 2.11 Book-Entry System. 21

Section 2.12 Applicability of Provisions to Additional Bonds 23

ARTICLE III DEPOSIT AND APPLICATION; ADDITIONAL DEBT 23

Section 3.01 Issuance of Bonds 23

Section 3.02 Application of Proceeds of Sale and Certain Other Amounts 23

Section 3.03 Costs of Issuance Fund 23

Section 3.04 Refunding Fund. 24

Section 3.05 Issuance of Parity Debt 24

Section 3.06 Issuance of Subordinate Debt 24

Section 3.07 Limitation on Additional Senior Debt 26

ARTICLE IV SECURITY OF BONDS; FLOW OF FUNDS 25

Section 4.01 Security of Bonds; Equal Security 25

Section 4.02 Redevelopment Obligation Retirement Fund; Deposit of RPTTF Revenues 25

Section 4.03 Deposit of Amounts by Trustee 26

Section 4.04 Provisions Relating to [2026 Insurance Policy] 30

Section 4.05 Provisions Relating to [2026 Reserve Policy]. 38
ARTICLE V OTHER COVENANTS OF THE SUCCESSOR AGENCY 29
Section 5.01 Punctual Payment 29
Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances 29
Section 5.03 Extension of Payment 30
Section 5.04 Payment of Claims 30
Section 5.05 Books and Accounts; Financial Statements 30
Section 5.06 Protection of Security and Rights of Owners 30
Section 5.07 Payments of Taxes and Other Charges 31
Section 5.08 Taxation of Leased Property 31
Section 5.09 Disposition of Property 31
Section 5.10 Maintenance of RPTTF Revenues 31
Section 5.11 Continuing Disclosure 31
Section 5.12 Compliance with the Dissolution Act 31
Section 5.13 Further Assurances 33
ARTICLE VI THE TRUSTEE 34
Section 6.01 Duties, Immunities and Liabilities of Trustee. 34
Section 6.02 Merger or Consolidation 36
Section 6.03 Liability of Trustee 36
Section 6.04 Right to Rely on Documents and Opinions 38
Section 6.05 Preservation and Inspection of Documents 39
Section 6.06 Compensation and Indemnification 39
Section 6.07 Deposit and Investment of Moneys in Funds 39
Section 6.08 Accounting Records and Financial Statements 41
Section 6.09 Other Transactions with Agency 41
ARTICLE VII MODIFICATION OR AMENDMENT OF THIS INDENTURE 41
Section 7.01 Amendment With And Without Consent of Owners 41
Section 7.02 Effect of Supplemental Indenture 42
Section 7.03 Endorsement or Replacement of Bonds After Amendment 42
Section 7.04 Amendment by Mutual Consent 42
Section 7.05 Opinion of Counsel 43
Section 7.06 Copy of Supplemental Indenture to S&P and Moody's 43
ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES OF OWNERS 43

Section 8.01 Events of Default and Acceleration of Maturities 43
Section 8.02 Application of Funds Upon Acceleration 45
Section 8.03 Power of Trustee to Control Proceedings 45
Section 8.04 Limitation on Owner's Right to Sue 46
Section 8.05 Non-Waiver 46
Section 8.06 Actions by Trustee as Attorney-in-Fact 47
Section 8.07 Remedies Not Exclusive 47
Section 8.08 Determination of Percentage of Bondowners 47
ARTICLE IX MISCELLANEOUS 47
Section 9.01 Benefits Limited to Parties 47
Section 9.02 Successor is Deemed Included in All References to Predecessor 47
Section 9.03 Discharge of Indenture. 48
Section 9.04 Execution of Documents and Proof of Ownership to Owners 48
Section 9.05 Disqualified Bonds 49
Section 9.06 Waiver of Personal Liability 49
Section 9.07 Destruction of Cancelled Bonds 49
Section 9.08 Notices 49
Section 9.09 Partial Invalidity 50
Section 9.10 Unclaimed Moneys 50
Section 9.11 Execution in Counterparts 51
Section 9.12 Governing Law 51

EXHIBIT A – Form of Series 2026 Bond A-1

INDENTURE OF TRUST

THIS INDENTURE OF TRUST (this "Indenture") is made and entered into and dated as of August 1, 2026, by and between the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, a public entity duly existing under the laws of the State of California (the "Successor Agency"), as successor to the dissolved Redevelopment Agency of the City of Perris ("Former Agency"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as trustee (the "Trustee");

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California) ("Redevelopment Law"), the City Council of the City of Perris (the "City") created the Former Agency; and

WHEREAS, the Former Agency was a redevelopment agency, a public body, corporate and politic duly created, established and authorized to transact business and exercise its powers, all under and pursuant to the Redevelopment Law, and the powers of such agency included the power to issue bonds for any of its corporate purposes; and

WHEREAS, the Former Agency established project areas for the purpose of financing certain redevelopment activities within the City, including the Central Perris and North Perris Redevelopment Project (the "Central North Project Area"), the Redevelopment Project-1987 (the "1987 Project Area"), and the Redevelopment Project-1994 (the "1994 Project Area", and collectively, the "Project Areas"); and

WHEREAS, redevelopment plans (collectively, the "Redevelopment Plans" or each, a "Redevelopment Plan") for the Project Areas were duly approved and adopted by the City Council of the City, including any amendments thereto pursuant to the Redevelopment Law.

WHEREAS, the Redevelopment Plans contemplated that the Former Agency would issue its bonds to finance and/or refinance a portion of the cost of such redevelopment; and

WHEREAS, the Successor Agency has heretofore entered into or assumed the following obligations dated as of July 1, 2015: (a) Loan Agreement (Redevelopment Project-1987), by and between the Perris Public Financing Authority ("PPFA") and the Successor Agency, related to the 1987 Project Area and securing a portion of the Perris Public Financing Authority Tax Allocation Revenue Refunding Bonds, 2015 Series A ("2015A Bonds"); (b) Loan Agreement (Central North and North Perris Redevelopment Project), by and between the PPFA and the Successor Agency, related to the Central North and North Perris Redevelopment Project and securing a portion of the 2015A Bonds; (c) Loan Agreement (Redevelopment Project-1994), by and between the PPFA and the Successor Agency, related to the 1994 Project Area and securing a portion of the 2015A Bonds; (d) Housing Fund Loan Agreement, by and between the PPFA and the Successor Agency related to the 2015A Bonds; (e) Subordinate Loan Agreement (Redevelopment Project-1987), by and between the PPFA and the Successor Agency, related to the 1987 Project Area and securing a portion of the Perris Public Financing Authority Tax Allocation Subordinate Revenue Refunding

Bonds, 2015 Series B ("2015B Bonds:; (f) Subordinate Loan Agreement (Central North and North Perris Redevelopment Project), by and between the PPFA and the Successor Agency, related to the Central North and North Perris Redevelopment Project and securing a portion of the 2015B Bonds; and (g) Subordinate Loan Agreement (Redevelopment Project-1994), by and between the PPFA and the Successor Agency, related to the 1994 Project Area and securing a portion of the 2015B Bonds (the 2015A Bonds and the 2015B Bonds are collectively referred to herein as, the "Refunded Obligations"); and

WHEREAS, the City agreed to serve as the successor agency to the Former Agency commencing upon the dissolution of the Former Agency on February 1, 2012, pursuant to Assembly Bill xl 26 ("AB 26"); and

WHEREAS, on June 27, 2012 as part of the Fiscal Year 2012-2013 State of California budget bill, the Governor signed into law Assembly Bill 1484 ("AB 1484"), which modified or added to some of the provisions of AB 26, including provisions related to the refunding of outstanding redevelopment agency bonds and other indebtedness; and

WHEREAS, on September 22, 2015, the Governor signed into law Senate Bill 107 ("SB 107" and, collectively with AB 26 and AB 1484, the "Dissolution Act"), which further modified AB 1484 and AB 26 by, for example, eliminating redevelopment plan limitations to time and amount of tax increment collected by a successor agency for the purpose of paying enforceable obligations, and providing for a single annual recognized obligation payment schedule ("ROPS"), commencing on July 1, 2016, and each July 1 thereafter; and

WHEREAS, Section 34177.5(a)(1) of the California Health and Safety Code authorizes the Successor Agency to undertake proceedings for the refunding of outstanding bonds and other indebtedness of the Former Agency and Successor Agency, subject to the conditions precedent contained in said Section 34177.5; and

WHEREAS, said Section 34177.5 also authorizes the Successor Agency to issue bonds pursuant to Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code (the "Refunding Law") for the purpose of achieving debt service savings within the parameters set forth in said Section 34177.5; and

WHEREAS, in order to provide moneys to refund the Refunded Obligations, for the purpose of providing debt service savings in accordance with Section 34177.5(a)(1), the Successor Agency has determined to issue its Tax Allocation Refunding Bonds, Series 2026 (the "Series 2026 Bonds"); and

WHEREAS, the Series 2026 Bonds will be issued pursuant to and in accordance with the provisions of Section 34177.5(a)(1) and (g) of the Dissolution Act, and the Refunding Law; and

WHEREAS, the Series 2026 Bonds will be payable from and secured by certain revenues in the Redevelopment Property Tax Trust Fund constituting RPTTF Revenues (as defined herein) on a senior basis to the Subordinate Bonds; and

WHEREAS, the Successor Agency previously issued its $13,925,000 initial principal amount Successor Agency to the Redevelopment Agency of the City of Perris Subordinate Tax

Allocation Refunding Bonds, Series 2018 (Taxable) pursuant to the Indenture of Trust, dated as of August 1, 2018, by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee (the "2018 Indenture"); and

WHEREAS, pursuant to the First Supplemental Indenture, dated as of December 1, 2019 (the First Supplemental Indenture, and together with the 2018 Indenture, the "Subordinate Indenture") by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee, the Successor Agency issued its Successor Agency to the Redevelopment Agency of the City of Perris Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable); and

WHEREAS, the Series 2018 Subordinate Bonds and the Series 2019 Subordinate Bonds remain outstanding pursuant to the Subordinate Indenture and are intended to remain secured by a pledge of Subordinate RPTTF Revenues subordinate to the pledge of RPTTF Revenues securing the Series 2026 Bonds and any Parity Debt issued hereunder; and

WHEREAS, the Refunded Obligations are currently secured by specific project areas and/or moneys in the RPTTF as described in the respective agreements, and upon the issuance of the Series 2026 Bonds and application of the proceeds thereof, the Refunded Obligations will be redeemed, prepaid, defeased or otherwise discharged in accordance with their terms; and

WHEREAS, in order to provide for the authentication and delivery of the Series 2026 Bonds, to establish and declare the terms and conditions upon which the Series 2026 Bonds are to be issued and secured and to secure the payment of the principal thereof and interest and redemption premium (if any) thereon, the Successor Agency and the Trustee have duly authorized the execution and delivery of this Indenture; and

WHEREAS, the Successor Agency has determined that all acts and proceedings required by law necessary to make the Series 2026 Bonds when executed by the Successor Agency, and authenticated and delivered by the Trustee, the valid, binding and legal special obligations of the Successor Agency, and to constitute this Indenture a legal, valid and binding agreement for the uses and purposes herein set forth in accordance with its terms, have been done or taken;

NOW, THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of and the interest and redemption premium (if any) on all the Bonds, including the Series 2026 Bonds, issued and Outstanding (as defined herein) under this Indenture, 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, including the Series 2026 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, including the Series 2026 Bonds, by the Owners thereof, and for other valuable considerations, the receipt of which is hereby acknowledged, the Successor Agency and the Trustee do hereby covenant and agree with one another, for the benefit of the respective Owners from time to time of the Bonds, including the Series 2026 Bonds, as follows:

ARTICLE I

DETERMINATIONS; DEFINITIONS

Section 1.01 Findings and Determinations. The Successor Agency has reviewed all proceedings heretofore taken and, as a result of such review, hereby finds and determines that all things, conditions and acts required by law to exist, happen or be performed precedent to and in connection with the issuance of the Series 2026 Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly empowered, pursuant to each and every requirement of law, to issue the Series 2026 Bonds in the manner and form provided in this Indenture.

Section 1.02 Definitions. Unless the context otherwise requires, the terms defined in this Section 1.02 shall, for all purposes of this Indenture, of any Supplemental Indenture, and of any certificate, opinion or other document herein mentioned, have the meanings herein specified.

"**Annual Debt Service**" means, for each Bond Year, the sum of (a) the interest payable on the Outstanding Series 2026 Bonds or Parity Debt, as applicable, in such Bond Year, and (b) the principal amount of the Outstanding Series 2026 Bonds or Parity Debt, as applicable, scheduled to be paid in such Bond Year.

"**Bonds**" means the Series 2026 Bonds and any Parity Debt issued as bonds pursuant to a Supplemental Indenture.

"**Bond Counsel**" means (a) Aleshire & Wynder, LLP, or (b) any other attorney or firm of attorneys appointed by or acceptable to the Successor Agency, of nationally-recognized experience in the issuance of obligations the interest on which is excludable from gross income for federal income tax purposes under the Code.

"**Bond Year**" means each twelve (12) month period extending from October 2 in one calendar year to October 1 of the succeeding calendar year, both dates inclusive; provided that the first Bond Year with respect to the Series 2026 Bonds shall commence on the Closing Date and end on [October 1, 2026]. Bond Year with respect to the rebate requirements of the Tax Certificate shall be as provided in the Tax Certificate.

"**Business Day**" means any day, other than a Saturday or Sunday or a day on which commercial banks in New York, New York, or any other city or cities where the Principal Corporate Trust Office of the Trustee is located are required or authorized by law to close or a day on which the Federal Reserve System is closed.

"**City**" means the City of Perris.

"**Closing Date**" means the date on which a series of Bonds is delivered by the Successor Agency to the original purchaser thereof.

"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, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under the Code.

"**Continuing Disclosure Certificate**" means that certain Continuing Disclosure Certificate, with respect to the Series 2026 Bonds, executed and delivered by the Successor Agency, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

"**Costs of Issuance**" means all items of expense directly or indirectly payable by or reimbursable to the Successor Agency relating to the authorization, issuance, sale and delivery of the Bonds, including but not limited to printing expenses, bond insurance and surety bond premiums, if any, rating agency fees, filing and recording fees, fees and charges of the Trustee and Escrow Bank and fees and expenses of its counsel, , fees, charges and disbursements of attorneys, financial advisors, accounting firms, consultants and other professionals, fees and charges for preparation, execution and safekeeping of the Bonds, administrative costs of the Successor Agency and the City incurred in connection with the issuance of the Bonds, expenses of the underwriters of the Bonds, and any other cost, charge or fee in connection with the original issuance of the Bonds.

"**Costs of Issuance Fund**" means the fund by that name established and held by the Trustee pursuant to Section 3.03.

"**County**" means the County of Riverside.

"**Debt Service Fund**" means the fund by that name established and held by the Trustee pursuant to Section 4.03.

"**Defeasance Obligations**" 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 and are in compliance with the Successor Agency's investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency's investment policies then in effect), but only to the extent the same are acquired at Fair Market Value:

(a) Cash;

(b) Federal Securities, including direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities;

(c) The interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form;

(d) Pre-refunded municipal bonds rated "Aaa" by Moody's and "AAA" by S&P, provided that, if the issue is rated only by S&P (i.e., there is no Moody's rating), then the pre-refunded municipal bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals; and

(e) 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) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; and (vi) 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.

"**Department of Finance**" means the Department of Finance of the State of California.

"**Depository**" means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.11.

"**Depository System Participant**" means any participant in the Depository's book-entry system.

"**Dissolution Act**" has the meaning set forth in the recitals hereto, as it may hereafter be amended.

"**DTC**" means The Depository Trust Company, New York, New York, and its successors and assigns.

"**Escrow Bank**" means the escrow bank identified in the Escrow Agreements relating to the refunding of the Refunded Obligations.

"**Escrow Agreements**" means one or more escrow deposit and trust agreements, in form approved by the Successor Agency, relating to the defeasance, redemption and/or prepayment of the Refunded Obligations.

"**Escrow Fund**" means any refunding escrow created under any of the Escrow Agreements relating to the defeasance, redemption and/or prepayment of the applicable Refunded Obligations.

"**Event of Default**" means any of the events described in Section 8.01.

"**Existing Debt**" means the Refunded Obligations and any bonds or other obligations issued to refund the Refunded Obligations pursuant to applicable law prior to the issuance of the Series 2026 Bonds.

"**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 (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Internal Revenue Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as referred to in Section 1.148-5(d)(6)(i) of the Treasury Regulations).

"**Federal Securities**" means any direct, noncallable general obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury of the United States of America and CATS and TGRS), or obligations the payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America.

"**Fiscal Year**" means any twelve-month period beginning on July 1 in any year and extending to the next succeeding June 30, both dates inclusive, or any other twelve month period selected and designated by the Successor Agency to the Trustee in writing as its official fiscal year period.

"**Former Agency**" means the now dissolved Redevelopment Agency of the City of Perris.

"**Indenture**" means this Indenture of Trust by and between the Successor Agency and the Trustee, as originally entered into or as it may be amended or supplemented by any Supplemental Indenture entered into pursuant to the provisions hereof.

"**Independent Accountant**" means any accountant or firm of such accountants duly licensed or registered or entitled to practice as such under the laws of the State, appointed by the Successor Agency, and who, or each of whom:

(a) is in fact independent and not under domination of the Successor Agency or the City;

(b) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and

(c) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

"**Independent Redevelopment Consultant**" means any consultant or firm of such consultants appointed by the Successor Agency, and who, or each of whom:

(a) is judged by the Successor Agency to have experience in matters relating to the collection of RPTTF Revenues or property taxes;

(b) is in fact independent and not under domination of the Successor Agency or the City;

(c) does not have any substantial interest, direct or indirect, with the Successor Agency or the City; and

(d) is not connected with the Successor Agency or the City as an officer or employee of the Successor Agency or the City, but who may be regularly retained to make reports to the Successor Agency or the City.

"**Information Services**" means Electronic Municipal Market Access System (referred to as "EMMA"), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org; provided, however, in accordance with then current guidelines of the Securities and Exchange Commission, such services providing information with respect to the redemption of bonds as the Successor Agency may designate in a Written Request of the Successor Agency filed with the Trustee.

"**Insurer**" means, with respect to the Series 2026 Bonds, the provider of the [2026 Insurance Policy], and as applicable to the extent provided in a Supplemental Indenture, the provider of a municipal bond or financial guaranty insurance policy with respect to Parity Debt.

"**Interest Account**" means the account by that name established and held by the Trustee pursuant to Section 4.03(a).

"**Interest Payment Date**" means each April 1 and October 1, commencing October 1, 2026, for so long as any of the Bonds remain Outstanding hereunder.

"**Law**" means, as the context requires, (i) the Redevelopment Law, and/or (ii) the Dissolution Act, and/or (iii) the Refunding Law.

"**Maximum Annual Debt Service**" means, as of the date of calculation, the largest amount of principal and interest payments due with respect to the current or any future Bond Year payable on the Series 2026 Bonds or any Parity Debt in such Bond Year. For purposes of such calculation, the amount of interest on any Series 2026 Bonds or other Parity Debt that is payable from the proceeds of such Series 2026 Bonds or Parity Debt that is set aside solely for such purpose shall not be included in the calculation of Maximum Annual Debt Service, and there shall be deducted from the amount of principal payable in any Bond Year the amount of principal which would be retired in such Bond Year from the amount of principal of any Bonds or Parity Debt that are then outstanding and to be redeemed in such Bond Year from mandatory sinking account payments. For purposes of calculating Maximum Annual Debt Service with respect to the issuance of Parity Debt, principal and interest on such Parity Debt shall be excluded to the extent such principal and interest are scheduled to be paid from proceeds of such Parity Debt that are set aside solely for such purpose.

"**Moody's**" means Moody's Investors Service and its successors.

"**Nominee**" means (a) initially, Cede & Co., as nominee of DTC, and (b) any other nominee of the Depository designated pursuant to Section 2.11(a).

"**Outstanding**" when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 9.03) all Bonds except:

(a) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(b) Bonds paid or deemed to have been paid within the meaning of Section 9.03; and

(c) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant hereto.

"**Oversight Board**" means the Countywide Oversight Board for the county of Riverside established pursuant to the Section 34179 of the Dissolution Act.

"**Owner**" or "**Bondowner**" means, with respect to any Bond, the person in whose name the ownership of such Bond shall be registered on the Registration Books.

"**Parity Debt**" means any additional bonds, loans, advances or indebtedness issued or incurred by the Successor Agency secured by RPTTF Revenues on a parity with the Series 2026 Bonds pursuant to Section 3.05, whether issued as Bonds under a Supplemental Indenture or issued under a Parity Debt Instrument.

"**Parity Debt Instrument**" means any resolution, indenture of trust, supplemental indenture of trust, loan agreement, trust agreement or other instrument authorizing the issuance of any Parity Debt, other than a Supplemental Indenture.

"**Participating Underwriter**" has the meaning ascribed thereto in the Continuing Disclosure Certificate.

"**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 and are in compliance with the Successor Agency's investment policies then in effect (provided that the Trustee shall be entitled to rely upon any investment direction from the Successor Agency as conclusive certification to the Trustee that investments described therein are legal and are in compliance with the Successor Agency's investment policies then in effect), but only to the extent 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) Federal Housing Administration debentures; (iv) participation certificates of the General Services Administration; (v) Federal Financing Bank bonds and debentures; (vi) guaranteed mortgage-backed bonds or guaranteed pass-through obligations of Ginnie Mae (formerly known as the Government National Mortgage Association); (vii) guaranteed Title XI financings of the U.S. Maritime Administration; and (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 only as stripped by the agency 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 Fannie Mae; (iv) senior debt obligations of Sallie Mae (formerly known as the Student Loan Marketing Association); (v) obligations of the Resolution Funding Corporation; and (vi) consolidated system-wide bonds and notes of the Farm Credit System;

(d) Money market mutual funds 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 at least AAAm-G, AAAm or AAm, and a rating by Moody's of Aaa, Aa1 or Aa2, including such funds for which the Trustee, its affiliates or subsidiaries provide investment advisory or other management services or for which the Trustee or an affiliate of the Trustee serves as investment administrator, shareholder servicing agent, and/or custodian or sub-custodian, notwithstanding that (i) the Trustee or an affiliate of the Trustee receives and retains a fee for services provided to the fund, (ii) the Trustee collects fees for services rendered pursuant to this Indenture, which fees are separate from the fees received from such funds, and (iii) services performed for such funds and pursuant to this Indenture may at times duplicate those provided to such funds by the Trustee or an affiliate of the Trustee;

(e) Certificates of deposit (including those of the Trustee, its parent and its affiliates) secured at all times by collateral described in (a) or (b) above or by collateral that may be used by a national bank for purposes of satisfying its obligations to collateralize pursuant to federal law, which have a maturity not greater than one year from the date of investment and which are issued by commercial banks, savings and loan associations or mutual savings banks;

(f) Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates), but only to the extent that the amount being invested in such certificates of deposit, savings accounts, deposit accounts or money market deposits are fully insured by FDIC, including BIF and SAIF;

(g) Investment agreements, including guaranteed investment contracts, forward purchase agreements, reserve fund put agreements and collateralized investment agreements with an entity rated "Aa" or better by Moody's and "AA" or better by S&P, or unconditionally guaranteed by an entity rated "Aa" or better by Moody's and "AA" or better by 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+" by S&P; and

(k) The Local Agency Investment Fund that is administered by the California Treasurer for the investment of funds belonging to local agencies within the State of California, provided that for investment of funds held by the Trustee, the Trustee is entitled to make investments and withdrawals in its own name as Trustee.

"**Principal Account**" means the account by that name established and held by the Trustee pursuant to Section 4.03(b).

"**Principal Corporate Trust Office**" means the corporate trust office of the Trustee in Los Angeles, California, or such other or additional offices as the Trustee may designate in writing to the Successor Agency from time to time as the corporate trust office for purposes of the Indenture; except that with respect to presentation of Bonds for payment or for registration of transfer and exchange, such term means the office or agency of the Trustee at which, at any particular time, its corporate trust agency business is conducted.

"**Project Areas**" means, as applicable, the 1987 Project Area, the 1994 Project Area and/or the Central and North Project Area, as provided for and described in the applicable loan agreements with respect to the Senior Project Loans, Subordinate Project Loans and/or Housing Loans.

"**Qualified Reserve Account Credit Instrument**" means (i) with respect to the Bonds, (a) the [2026 Reserve Policy] or (b) an irrevocable standby or direct pay letter of credit or surety bond issued by a financial institution or insurance company and deposited with the Trustee, provided that all of the following requirements are met at the time of acceptance thereof by the Trustee: (I) S&P or Moody's have assigned a long-term credit rating to such bank or insurance company of "A" (without regard to modifier) or higher; (II) such letter of credit or surety bond has a term of at least 12 months; (III) 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; and (IV) the Trustee 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 Interest Account and the Principal Account for the purpose of making payments required pursuant to this Indenture and (ii) with respect to any Parity Debt, such instrument as is set forth in the Parity Debt Instrument relating to such Parity Debt.

"**Recognized Obligation Payment Schedule**" means a Recognized Obligation Payment Schedule, each prepared and approved from time to time pursuant to subdivision (o) of Section 34177 of the California Health and Safety Code.

"**Record Date**" means, with respect to any Interest Payment Date, the close of business on the fifteenth (15th) calendar day of the month preceding such Interest Payment Date, whether or not such fifteenth (15th) calendar day is a Business Day.

"**Redemption Account**" means the account by that name established and held by the Trustee pursuant to Section 4.03(d).

"**Redevelopment Law**" means the Community Redevelopment Law of the State of California (being Part 1 of Division 24 of the Health and Safety Code of the State of California, as amended).

"**Redevelopment Obligation Retirement Fund**" means the fund by that name established pursuant to California Health and Safety Code Section 34170.5(a), held and administered by the Successor Agency.

"**Redevelopment Plan**" means, as applicable, the redevelopment plan for the applicable Project Areas, as adopted and amended by the City Council of the City of Perris.

"**Redevelopment Projects**" means the undertaking of the Successor Agency pursuant to the Redevelopment Plan and the Law for the redevelopment of the Project Areas, as applicable.

"**Redevelopment Property Tax Trust Fund**" or "**RPTTF**" means the fund by that name established pursuant to California Health & Safety Code Sections 34170.5(b) and 34172(c) and administered by the Auditor-Controller of the County of Riverside.

"**Refunded Obligations**" means, collectively, the obligations described in the recitals hereto, including the 2015A 1987 Loan, the 2015A Central North Loan, the 2015A 1994 Loan, the 2015 Housing Loan, the 2015B 1987 Loan, the 2015B Central North Loan and the 2015B 1994 Loan and the related Perris Public Financing Authority Tax Allocation Revenue Refunding Bonds, 2015 Series A and Perris Public Financing Authority Subordinate Tax Allocation Revenue Refunding Bonds.

"**Refunding Fund**" shall mean the fund established pursuant to Section 3.04 hereof.

"**Refunding Law**" means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, and the acts amendatory thereof and supplemented thereto.

"**Registration Books**" means the records maintained by the Trustee pursuant to Section 2.08 for the registration and transfer of ownership of the Bonds.

"**Report**" means a document in writing signed by an Independent Redevelopment Consultant and including:

(a) a statement that the person or firm making or giving such Report has read the pertinent provisions of this Indenture to which such Report relates;

(b) a brief statement as to the nature and scope of the examination or investigation upon which the Report is based; and

(c) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said consultant to express an informed opinion with respect to the subject matter referred to in the Report.

"**Reserve Account**" means the account or subaccount by that name established and held by the Trustee pursuant to Section 4.03(c).

"**Reserve Requirement**" means, subject to Section 4.03(c) of this Indenture, with respect to the Series 2026 Bonds and each series of Parity Debt (if required pursuant to a Supplemental Indenture or Parity Debt Instrument) issued in the form of Bonds, the lesser of:

(i) 125% of the average Annual Debt Service with respect to that series of the Bonds,

(ii) Maximum Annual Debt Service with respect to that series of the Bonds, or

(iii) with respect to an individual series of Bonds, 10% of the original principal amount of a series of Bonds (or, if such series of Bonds has more than a de minimis amount of original issue discount or premium, 10% of the issue price of such series of Bonds); provided, that in no event shall the Successor Agency, in connection with the issuance of Parity Debt in the form of Bonds pursuant to a Supplemental Indenture be obligated to deposit an amount in the Reserve Account which is in excess of the amount permitted by the applicable provisions of the Internal Revenue Code of 1986, including any regulations promulgated thereunder, to be so deposited from the proceeds of tax-exempt bonds without having to restrict the yield of any investment purchased with any portion of such deposit and, in the event the amount of any such deposit into the Reserve Account is so limited, the Reserve Requirement shall, in connection with the issuance of such Parity Debt issued in the form of Bonds, be increased only by the amount of such deposit as permitted by the Code; and, provided further that the Successor Agency may meet all or a portion of the Reserve Requirement by depositing a Qualified Reserve Account Credit Instrument meeting the requirements of Section 4.03(c) hereof. To the extent the Reserve Requirement is provided by means of a Qualified Reserve Account Credit instrument for the entire term of a series of the Bonds, the Successor Agency may provide that the Reserve Requirement at issuance shall constitute the Reserve Requirement for the entire the term of the series of Bonds.

Notwithstanding anything herein to the contrary, there is no requirement for a reserve fund or reserve requirement in connection with any Parity Debt except to the extent expressly provided in the Supplemental Indenture or Parity Debt Instrument authorizing such Parity Debt. Notwithstanding anything herein to the contrary, the Reserve Requirement for the Series 2026 Bonds shall not exceed $[RESERVE REQUIREMENT], being the Reserve Requirement as of the Closing Date for the Series 2026 Bonds.

"**RPTTF Revenues**" means, with respect to any Bond Year, all taxes that were eligible for allocation to the Former Agency with respect to the Project Areas and are allocated to the Successor Agency pursuant to Article 6 of Chapter 6 (commencing with Section 33670) of the Redevelopment Law and Section 16 of Article XVI of the Constitution of the State, or pursuant to other applicable State laws and that are deposited in the RPTTF pursuant to Health and Safety Code Section 34183, excluding (i) all amounts required to be paid pursuant to Tax Sharing Agreements, (ii) all amounts required to be paid to taxing entities pursuant to Sections 33607.5, 33607.7 and 33676 of the Redevelopment Law or other tax sharing statutes unless such payments are otherwise subordinate to the payment of debt service on the Bonds, and (iii) amounts required by law to be withheld by the County Auditor-Controller or paid to the Department of Finance, the County, or other taxing entities before deposit in the Redevelopment Obligation Retirement Fund. RPTTF Revenues do not include amounts constituting Subordinate RPTTF Revenues.

"**Subordinate RPTTF Revenues**" means all amounts in the Redevelopment Obligation Retirement Fund or otherwise available to the Successor Agency after payment or provision for payment of all amounts required by this Indenture for the payment of debt service on the Bonds and any Parity Debt, replenishment of the Reserve Account and payment of all other amounts payable hereunder.

"**S&P**" means S&P Global Ratings, Inc., New York, New York, and its successors.

"**Securities Depositories**" means The Depository Trust Company, New York, New York; or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the Successor Agency may designate in a Written Request of the Successor Agency delivered to the Trustee.

"**Semiannual Period**" means (a) each six-month period beginning on January 1 of any calendar year and ending on June 30 of such calendar year, and (b) each six-month period beginning on July 1 of any calendar year and ending on December 31 of such calendar year.

"**Series 2018 Subordinate Bonds**" means the Successor Agency's Subordinate Tax Allocation Refunding Bonds, Series 2018 (Taxable), issued pursuant to the 2018 Indenture.

"**Series 2019 Subordinate Bonds**" means the Successor Agency's Subordinate Tax Allocation Refunding Parity Bonds, Series 2019 (Taxable), issued pursuant to the Subordinate Indenture.

"**Serial Bonds**" means all Bonds other than Term Bonds.

"**Series 2026 Bonds**" means the Successor Agency's Tax Allocation Refunding Bonds, Series 2026 authorized hereunder.

"**Subordinate Indenture**" means the Indenture of Trust, dated as of August 1, 2018, by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee, as supplemented by the First Supplemental Indenture, dated as of December 1, 2019.

"State" means the State of California.

"**Subordinate Bonds**" means, collectively, the Series 2018 Subordinate Bonds and the Series 2019 Subordinate Bonds.

"**Subordinate Debt**" means any loans, advances or indebtedness issued or incurred by the Successor Agency pursuant to Section 3.06, or any obligations outstanding pursuant to the Subordinate Indenture, which are secured by a pledge of or lien upon Subordinate RPTTF Revenues expressly subordinate to the pledge of and lien upon the RPTTF Revenues securing the Bonds and any Parity Debt, or which are otherwise payable from Subordinate RPTTF Revenues.

"**Supplemental Indenture**" means any resolution, agreement or other instrument which has been duly adopted or entered into by the Successor Agency to amend or supplement this Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized hereunder.

"Tax Certificate" means the tax certificate executed by the Successor Agency on the Closing Date related to requirements of the Code.

"Tax Sharing Agreements" means those certain agreements with taxing entities relating to the payment of certain amounts which would otherwise constitute tax revenues and entered into by the Former Agency pursuant to the Redevelopment Law.

"**Term Bonds**" means that portion of the Bonds payable from mandatory sinking account payments, as set forth in the Supplemental Indenture or schedule establishing the final terms of the Bonds.

"**Trustee**" means U.S. Bank Trust Company, National Association, as trustee hereunder, or any successor thereto appointed as trustee hereunder in accordance with the provisions of Article VI.

"[2026 Insurance Policy]" means the municipal bond insurance policy, if any, issued by the [2026 Insurer] that guarantees the scheduled payment of principal of and interest on the Series 2026 Bonds when due.

"[**2026 Insurer**]" means [NAME OF BOND INSURER], or any successor thereto.

"[**2026 Reserve Policy**]" means the municipal debt service reserve policy or surety bond, if any, issued by the [2026 Insurer] or another Qualified Reserve Account Credit Instrument provider in satisfaction of all or a portion of the Reserve Requirement for the Series 2026 Bonds with a policy limit of $[RESERVE POLICY LIMIT].

"2015A Bonds" shall have the meaning given to it in the recitals hereto.

"2015B Bonds" shall have the meaning given to it in the recitals hereto.

"**Written Request of the Successor Agency**" or "**Written Certificate of the Successor Agency**" means a request or certificate, in writing signed by the Chair, Executive Director, or Treasurer of the Successor Agency, or the designee of either, or by any other officer of the Successor Agency or the City duly authorized by the Successor Agency for that purpose.

Section 1.03 Rules of Construction. All references herein to "Articles," "Sections" and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture, and the words "herein," "hereof," "hereunder" and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

ARTICLE II
AUTHORIZATION AND TERMS

Section 2.01 Authorization of Series 2026 Bonds . The Bonds are hereby authorized to be issued by the Successor Agency under and subject to the terms of this Indenture, the Refunding Law, the Dissolution Act and the Redevelopment Law. This Indenture constitutes a continuing agreement with the Owners of all of the Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal and redemption premiums (if any) and the interest on all Bonds which may from time to time be executed and delivered hereunder, subject to the covenants, agreements, provisions and conditions herein contained. Such initial issue of Bonds shall be designated the "Successor Agency to the Redevelopment Agency of the City of

Perris Tax Allocation Refunding Bonds, Series 2026" (the "Series 2026 Bonds"). The Series 2026 Bonds shall be issued in the initial aggregate principal amount of $[PAR AMOUNT].

Section 2.02 Terms of Series 2026 Bonds. The Series 2026 Bonds shall be issued in fully registered form without coupons. The Series 2026 Bonds shall be issued in denominations of $5,000 or any integral multiple thereof, so long as no Series 2026 Bond shall have more than one maturity date. The Series 2026 Bonds shall be dated as of their Closing Date. The Series 2026 Bonds shall be lettered and numbered as the Trustee shall prescribe.

The Series 2026 Bonds shall mature and shall bear interest (calculated on the basis of a 360-day year comprised of twelve 30-day months) at the rate per annum as follows: .

Maturity Date (October 1)	Principal Amount	Interest Rate
[_____]	$[_____]	[_____]%

Each Series 2026 Bond shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless (a) it is authenticated after a Record Date and on or before the following Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; or (b) it is authenticated on or before September 15, 2026, in which event it shall bear interest from its Closing Date; provided, however, that if, as of the date of authentication of any Series 2026 Bond, interest thereon is in default, such Series 2026 Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Series 2026 Bonds (including the final interest payment upon maturity or redemption) is payable when due by check or draft of the Trustee mailed on the Interest Payment Date to the Owner thereof at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; provided that at the written request of the Owner of at least $1,000,000 aggregate principal amount of the Series 2026 Bonds, which written request is on file with the Trustee as of any Record Date, interest on such Series 2026 Bonds shall be paid on the succeeding Interest Payment Date to such account in the United States as shall be specified in such written request. The principal of the Series 2026 Bonds and any premium upon redemption, are payable in lawful money of the United States of America upon presentation and surrender thereof at the Principal Corporate Trust Office of the Trustee.

Section 2.03 Redemption of Series 2026 Bonds.

(a) Optional Redemption. The Series 2026 Bonds shall be subject to optional redemption on the dates, at the prices and upon the terms set forth in the final terms certificate, bond purchase agreement or other pricing document approved by the Successor Agency. Unless otherwise provided therein, optional redemption shall be at a redemption price equal to 100% of the principal amount to be redeemed, plus accrued but unpaid interest to the date fixed for redemption, without premium.

The Successor Agency shall be required to give the Trustee written notice of its intention to redeem Series 2026 Bonds under this subsection (a) with a designation of the principal

amount and maturities to be redeemed at least forty five (45) days prior to the date fixed for such redemption (or such later date as shall be acceptable to the Trustee in the sole determination of the Trustee), and shall transfer to the Trustee for deposit in the Debt Service Fund all amounts required for such redemption not later than the date fixed for such redemption.

(b) Mandatory Sinking Fund Redemption. The Series 2026 Bonds that are Term Bonds, if any, shall also be subject to mandatory redemption in whole, or in part by lot, on the dates and in the amounts set forth in the final terms certificate, bond purchase agreement or other pricing document approved by the Successor Agency, from sinking fund payments made by the Successor Agency to the Principal Account pursuant to Section 4.03(b), at a redemption price equal to the principal amount thereof to be redeemed, without premium, in the aggregate respective principal amounts and on the respective dates as finally established; provided, however, that in lieu of redemption thereof such Term Bonds may be purchased by the Successor Agency pursuant to Section 2.03(g) hereof, and (i) if some but not all of such Term Bonds have been redeemed pursuant to subsection (a) above, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such sinking fund payments in integral multiples of $5,000 as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee), and (ii) if some but not all of such Term Bonds have been purchased pursuant to subsection (g) below, the total amount of all future sinking fund payments shall be reduced by the aggregate principal amount of such Term Bonds so purchased, to be allocated among such sinking fund payments as determined by the Successor Agency (notice of which determination shall be given by the Successor Agency to the Trustee).

Series 2026 Term Bonds Maturing [_____]

October 1	Principal Amount
[_____]	$[_____]

* Maturity

Series 2026 Term Bonds Maturing [_____]

October 1	Principal Amount
[_____]	$[_____]

* Maturity

Series 2026 Term Bonds Maturing [_____]

October 1	Principal Amount
[_____]	$[_____]

* Maturity

(c) Notice of Redemption; Rescission. The Trustee on behalf and at the expense of the Successor Agency shall send (by first class mail, postage prepaid, or, with respect

to notices to be sent to DTC or its nominee, the Information Services or the Securities Depository by a transmission method that is acceptable to such entity) notice of any redemption at least twenty (20) but not more than sixty (60) days prior to the redemption date, (i) to any Insurer and to the Owners of any Bonds designated for redemption at their respective addresses appearing on the Registration Books, and (ii) to the Securities Depositories and the Information Services; but such mailing shall not be a condition precedent to such redemption and neither failure to receive any such notice nor any defect therein shall affect the validity of the proceedings for the redemption of such Bonds or the cessation of the accrual of interest thereon. Such notice shall state the redemption date and the redemption price, shall state, in the case of a redemption pursuant to (a) above, that such redemption is conditioned upon the timely delivery of the redemption price by the Successor Agency to the Trustee for deposit in the Redemption Account, shall designate the CUSIP number of the Bonds to be redeemed, shall state the individual number of each Bond to be redeemed or shall state that all Bonds between two stated numbers (both inclusive) or all of the Bonds Outstanding are to be redeemed, and shall require that such Bonds be then surrendered at the Principal Corporate Trust Office of the Trustee for redemption at the redemption price, giving notice also that further interest on such Bonds will not accrue from and after the redemption date.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any such notice of optional redemption shall be canceled 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 under this Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent; provided, however, the notice of rescission shall not be required to be mailed within the time period required for the notice of 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.

(d) Partial Redemption of Bonds. In the event only a portion of any Bond is called for redemption, then upon surrender of such Bond the Successor Agency shall execute and the Trustee shall authenticate and deliver to the Owner thereof, at the expense of the Successor Agency, a new Bond or Bonds of the same interest rate and maturity, of authorized denominations, in aggregate principal amount equal to the unredeemed portion of the Bond to be redeemed.

(e) Effect of Redemption. From and after the date fixed for redemption, if funds available for the payment of the redemption price of and interest on the Bonds so called for redemption shall have been duly deposited with the Trustee, such Bonds so called shall cease to be entitled to any benefit under this Indenture other than the right to receive payment of the redemption price and accrued interest to the redemption date, and no interest shall accrue thereon from and after the redemption date specified in such notice.

(f) Manner of Redemption. Whenever any Bonds or portions thereof are to be selected for redemption by lot, the Trustee shall make such selection, in such manner as the Trustee shall deem appropriate, and shall notify the Successor Agency thereof to the extent Bonds are no longer held in book-entry form. In the event of redemption by lot of Bonds, the Trustee shall assign to each Bond then Outstanding a distinctive number for each $5,000 of the principal amount of each such Bond. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected, but only so much of the principal amount of each such Bond of a denomination of more than $5,000 shall be redeemed as shall equal $5,000 for each number assigned to it and so selected. All Bonds redeemed or purchased pursuant to this Section 2.03 shall be cancelled and destroyed.

(g) Purchase in Lieu of Redemption. In lieu of redemption of the Term Bonds pursuant to subsection (b) above or pursuant to a Supplemental Indenture, amounts on deposit in the Redevelopment Obligation Retirement Fund, if available, or in the Principal Account may also be used and withdrawn by the Successor Agency and the Trustee, respectively, at any time, upon the Written Request of the Successor Agency, for the purchase of the Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Successor Agency may in its discretion determine. The par amount of any Term Bonds so purchased by the Successor Agency in any twelve-month period ending on October 1 in any year shall be credited towards and shall reduce the par amount of the Term Bonds required to be redeemed pursuant to subsection (d) on October 1 in each year; provided that evidence satisfactory to the Trustee of such purchase has been delivered to the Trustee by said October 1.

Section 2.04 Form of Series 2026 Bonds. The Series 2026 Bonds, the form of Trustee's Certificate of Authentication, and the form of Assignment to appear thereon, shall be substantially in the form set forth in Exhibit A, which is attached hereto and by this reference incorporated herein, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Indenture.

Section 2.05 Execution of Bonds. The Bonds shall be executed on behalf of the Successor Agency by the signature of the Mayor (Chair), City Manager (Executive Director) or Treasurer (Treasurer) or the written designee of any of them and the signature of the City Clerk who are in office on the date of execution and delivery of this Indenture or at any time thereafter. Either or both of such signatures may be made manually or may be affixed by facsimile thereof. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Successor Agency by such persons as at the actual date of the execution of such Bond shall be the proper officers of the Successor Agency although on the date of such Bond any such person shall not have been such officer of the Successor Agency.

Only such of the Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore set forth, manually executed and dated by the Trustee, shall be valid or obligatory for any purpose or entitled to the benefits of this Indenture, and such Certificate shall be conclusive evidence that such Bonds have been duly authenticated and delivered hereunder and are entitled to the benefits of this Indenture. In the event temporary Bonds are issued pursuant to Section 2.09

hereof, the temporary Bonds may bear thereon a Certificate of Authentication executed and dated by the Trustee, may be initially registered by the Trustee, and, until so exchanged as provided under Section 2.09 hereof, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.06 Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by a duly authorized attorney of such person, upon surrender of such Bond to the Trustee at its Principal Corporate Trust Office for cancellation, accompanied by delivery of a written instrument of transfer in a form acceptable to the Trustee, duly executed. Whenever any Bond shall be surrendered for transfer, the Successor Agency shall execute and the Trustee shall thereupon authenticate and deliver to the transferee a new Bond or Bonds of like tenor, maturity and aggregate principal amount of authorized denominations. The Trustee shall require the payment by the Owner of any tax or other governmental charge on the transfer of any Bonds pursuant to this Section 2.06. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any transfer shall be paid by the Successor Agency.

The Trustee may refuse to transfer, under the provisions of this Section 2.06, either (a) any Bonds during the period fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption, or (b) any Bonds selected by the Trustee for redemption.

Section 2.07 Exchange of Bonds. Bonds may be exchanged at the Principal Corporate Trust Office of the Trustee for Bonds of the same tenor and maturity and of other authorized denominations. The Trustee shall require the payment by the Owner of any tax or other governmental charge on the exchange of any Bonds pursuant to this Section 2.07. The cost of printing Bonds and any services rendered or expenses incurred by the Trustee in connection with any exchange shall be paid by the Successor Agency.

The Trustee may refuse to exchange, under the provisions of this Section 2.07, either (a) any Bonds during the fifteen (15) days prior to the date established by the Trustee for the selection of Bonds for redemption or (b) any Bonds selected by the Trustee for redemption.

Section 2.08 Registration of Bonds. The Trustee will keep or cause to be kept, at its Principal Corporate Trust Office, sufficient records for the registration and registration of transfer of the Bonds, which shall at all times during normal business hours be open to inspection and copying by the Successor Agency, upon reasonable prior notice to the Trustee; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on the Registration Books Bonds as hereinbefore provided.

Section 2.09 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 denominations as may be determined by the Successor Agency, and may contain such reference to any of the provisions of this Indenture as may be appropriate. Every temporary Bond shall be executed by the Successor Agency upon the same conditions and in substantially the same manner as the definitive Bonds. If the Successor Agency issues temporary Bonds, it will execute and furnish definitive Bonds without delay, and thereupon

the temporary Bonds shall be surrendered, for cancellation, in exchange therefor at the Principal Corporate Trust Office of the Trustee, and the Trustee shall authenticate and deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations, interest rates and like maturities. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Indenture as definitive Bonds authenticated and delivered hereunder.

Section 2.10 Bonds, Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated, the Successor Agency, at the expense of the Owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee shall be canceled by it. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to it and indemnity satisfactory to it shall be given, the Successor Agency, at the expense of the Owner, shall execute, and the Trustee shall thereupon authenticate and deliver, a new Bond of like tenor and amount in lieu of and in substitution for the Bond so lost, destroyed or stolen (or if any such Bond has matured or has been called for redemption, instead of issuing a substitute Bond, the Trustee may pay the same without surrender thereof upon receipt of indemnity satisfactory to the Trustee and the Successor Agency). The Successor Agency may require payment by the Owner of a sum not exceeding the actual cost of preparing each new Bond issued under this Section 2.10 and of the expenses which may be incurred by the Successor Agency and the Trustee in the premises. Any Bond issued 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 Successor Agency whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Indenture with all other Bonds issued pursuant to this Indenture.

Section 2.11 Book-Entry System.

(a) Original Delivery. The Bonds shall be initially delivered in the form of a separate single fully registered Bond without coupons (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of the Nominee. Except as provided in subsection (c), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, neither the Successor Agency nor the Trustee shall have any responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository System Participant holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, neither the Successor Agency nor the Trustee shall have any responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the

Bonds to be redeemed in the event the Successor Agency elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than a Bondowner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium 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 of ownership of such Bond, and for all other purposes whatsoever. The Trustee shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than a Bondowner shall receive a Bond evidencing the obligation of the Successor Agency to make payments of principal, interest and premium, if any, pursuant to this Indenture. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the Successor Agency shall promptly deliver a copy of the same to the Trustee.

(b) Representation Letter. In order to qualify the Bonds for the Depository's book-entry system, the Successor Agency shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (a) above or in any other way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in the Bonds other than the Bondowners. The Trustee agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Trustee. In addition to the execution and delivery of such letter, upon written request of the Depository or the Trustee, the Successor Agency may take any other actions, not inconsistent with this Indenture, to qualify the Bonds for the Depository's book-entry program.

(c) Transfers Outside Book-Entry System. In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the Successor Agency determines to terminate the Depository as such, then the Successor Agency shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall cooperate with the Successor Agency and the Trustee in the issuance of replacement Bonds by providing the Trustee with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the Nominee, to the Trustee on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (c). If, prior to the termination of the Depository acting as such, the Successor Agency fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article II. Prior to its termination, the Depository shall furnish the Trustee with the names and addresses of the Depository System Participants and respective ownership interests thereof.

(d) Payments to the Nominee. Notwithstanding any other provision of this Indenture to the contrary, so long as any Bond is registered in the name of the Nominee, all payments with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (b) of this Section or as otherwise instructed by the Depository.

Section 2.12 Applicability of Provisions to Additional Bonds. Unless otherwise provided in a Supplemental Indenture, the provisions of Sections 2.03(c) through (g) and 2.05 through 2.11 shall apply to additional Bonds.

ARTICLE III

DEPOSIT AND APPLICATION; ADDITIONAL DEBT

Section 3.01 Issuance of Bonds . Upon the execution and delivery of this Indenture, the Successor Agency shall execute and deliver to the Trustee the Series 2026 Bonds in the aggregate principal amount of $[PARA] and the Trustee shall authenticate and deliver the Series 2026 Bonds upon the Written Request of the Successor Agency.

Section 3.02 Application of Proceeds of Sale and Certain Other Amounts.

(a) On the Closing Date with respect to the Series 2026 Bonds, the proceeds of sale of the Series 2026 Bonds, being $___ (calculated as the par amount thereof $___, less the original issue discount in the amount of $___, less the portion of the premium for the [2026 Insurance Policy] allocable to the Series 2026 Bonds in the amount of $___ paid directly to the [2026 Insurer], and less the portion of the premium for the [2026 Reserve Policy] allocable to the Series 2026 Bonds in the amount of $___ paid directly to the [2026 Insurer], less the underwriter's discount in the amount of $___) shall be paid to the Trustee and applied as follows:

(i) The Trustee shall deposit the amount of $___ in the Costs of Issuance Fund.

(ii) The Trustee shall deposit $____ in the Refunding Fund.

(iii) The Reserve Account shall initially be funded by the [2026 Reserve Policy], which the Trustee shall deposit into the Reserve Account for the Series 2026 Bonds, and which [2026 Reserve Policy] shall be sufficient to satisfy the Reserve Requirement for the Series 2026 Bonds. The Reserve Requirements at the time of the issuance of the Series 2026 Bonds will be $_____.

(b) The Trustee may establish and maintain for so long as is necessary one or more temporary funds and accounts (or sub-accounts) under this Indenture, including but not limited to a temporary fund for holding the proceeds of the Series 2026 Bonds.

Section 3.03 Costs of Issuance Fund. There is hereby established a separate fund to be known as the "Costs of Issuance Fund", which shall be held by the Trustee in trust. The moneys in the Costs of Issuance Fund shall be used and withdrawn by the Trustee from time to time to pay the Costs of Issuance with respect to the Series 2026 Bonds upon submission of a Written Request

of the Successor Agency stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund. Each such Written Request of the Successor Agency shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. On the date which is six (6) months following the Closing Date with respect to the Series 2026 Bonds, or upon the earlier Written Request of the Successor Agency, all amounts (if any) remaining in the Costs of Issuance Fund shall be withdrawn therefrom by the Trustee and transferred to the Interest Account within the Debt Service Fund, and the Costs of Issuance Fund shall be closed.

Section 3.04 Refunding Fund. There is hereby established a separate fund to be known as the "Refunding Fund", which shall be held by the Trustee in trust. The moneys in the Refunding Fund shall be transferred by the Trustee on the Closing Date for the Series 2026 Bonds as follows:

(a) $____ shall be transferred to the Escrow Bank for deposit pursuant to the Escrow Agreement relating to the 2015A Bonds; and

(b) $_____ shall be transferred to the Escrow Bank for deposit pursuant to the Escrow Agreement relating to the 2015B Bonds.

Once the moneys in the Refunding Fund are successfully transferred to the Escrow Bank for deposit pursuant to the respective Escrow Agreements as outlined above, the Trustee may close the Refunding Fund.

Section 3.05 Issuance of Parity Debt . In addition to the Series 2026 Bonds, subject to the requirements of this Indenture, the Dissolution Act, the Subordinate Debt (as applicable) and the Law, the Successor Agency may issue or incur Parity Debt in such principal amount as shall be determined by the Successor Agency, pursuant to a Supplemental Indenture or Parity Debt Instrument as permitted by the Law, solely for the purpose of refunding the Series 2026 Bonds or any Parity Debt. The Successor Agency may issue or incur such Parity Debt subject to the following specific conditions precedent:

(a) No event of default hereunder or under any Parity Debt Instrument shall have occurred and be continuing unless such event of default will be cured by the issuance of such Parity Debt;

(b) The issuance of the Parity Debt shall comply with the requirements of Section 34177.5(a)(1) of the Dissolution Act; and

(c) The Successor Agency shall deliver to the Trustee a Written Certificate of the Successor Agency certifying that the conditions precedent to the issuance of such Parity Debt set forth above have been satisfied.

Section 3.06 Issuance of Subordinate Debt. The Successor Agency may issue or incur Subordinate Debt from RPTTF Revenues in such principal amount as shall be determined by the Successor Agency. Such Subordinate Debt may be payable on a subordinate basis to the payment of debt service on the Series 2026 Bonds and any Parity Debt.

Section 3.07 Limitation on Additional Senior Debt. The Successor Agency shall not issue any bonds or other obligations secured by RPTTF Revenues on a senior basis to the Bonds and Parity Debt. The Subordinate Bonds and any other Subordinate Debt shall in all respects remain subordinate to the Bonds and any Parity Debt issued hereunder.

ARTICLE IV

SECURITY OF BONDS; FLOW OF FUNDS

Section 4.01 Security of Bonds; Equal Security. Except as may otherwise be provided in and subject to Section 4.02, Section 5.12 and Section 6.06, the Series 2026 Bonds, and any Parity Debt shall be equally secured by a pledge of, security interest in and lien on all of the RPTTF Revenues and any RPTTF Revenues in the Redevelopment Obligation Retirement Fund. The Series 2026 Bonds shall also be secured by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Redemption Account and the Reserve Account (including any subaccounts therein) without preference or priority for issue, number, dated date, sale date, date of execution or date of delivery.

In consideration of the acceptance of the Bonds by those who shall hold the same from time to time, this Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Owners from time to time of the Bonds, and the covenants and agreements herein set forth to be performed on behalf of the Successor Agency 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 and delivery thereof, or otherwise for any cause whatsoever, except as expressly provided therein or herein.

Section 4.02 Redevelopment Obligation Retirement Fund; Deposit of RPTTF Revenues. The Successor Agency has heretofore created a separate fund pursuant to the Law known as the Redevelopment Obligation Retirement Fund. RPTTF Revenues shall be deposited in the Redevelopment Obligation Retirement Fund for the payment of the Series 2026 Bonds and Parity Debt. The Redevelopment Obligation Retirement Fund shall be accounted for by the Successor Agency separate and apart from other funds of the Successor Agency.

The Successor Agency shall deposit all of the RPTTF Revenues received with respect to any Semiannual Period in accordance with Section 5.12 hereof into the Redevelopment Obligation Retirement Fund promptly upon receipt thereof by the Successor Agency. The RPTTF Revenues shall be deposited in the Redevelopment Obligation Retirement Fund and any RPTTF Revenues shall be allocated for Series 2026 Bonds and any Parity Debt on a pro rata basis. All RPTTF Revenues received by the Successor Agency in excess of the amount required to make the deposits required herein in order to pay debt service on the Series 2026 Bonds in the applicable Semiannual Period (including amounts due to the [2026 Insurer]) and any Parity Debt or replenish the Reserve Account (including amounts due to the [2026 Insurer] with respect to the [2026 Reserve Policy]) or any reserve fund established pursuant to a Parity Debt Instrument in any Bond Year and to make any other payments due hereunder or required by any Parity Debt Instrument in any Semiannual Period, and except as may be provided to the contrary in this Indenture or in any Supplemental Indenture or Parity Debt Instrument, shall be released from the pledge and lien hereunder, which

amounts shall constitute Subordinate RPTTF Revenues, and shall be applied in accordance with the Law, including but not limited to the payment of debt service on the Subordinate Bonds and any other Subordinate Debt. Prior to the payment in full of the principal of and interest and redemption premium (if any) on the Bonds and the payment in full of all other amounts payable hereunder and under any Supplemental Indenture or Parity Debt Instrument, the Successor Agency shall not create any pledge or lien on RPTTF Revenues equal or senior to the pledge hereunder except as expressly permitted by this Indenture.

Section 4.03 Deposit of Amounts by Trustee. There is hereby established a trust fund to be known as the Debt Service Fund, which shall be held by the Trustee hereunder in trust. Moneys in the Redevelopment Obligation Retirement Fund constituting RPTTF Revenues shall be transferred not later than 5 Business Days prior to an Interest Payment Date by the Successor Agency to the Trustee in the following amounts, at the following times, and deposited by the Trustee in the Debt Service Fund, including the following respective special accounts, which are hereby established in the Debt Service Fund, and in the following order of priority (provided further that, if on the date the Successor Agency is required to transfer RPTTF Revenues on deposit in the Redevelopment Obligation Retirement Fund to the Trustee there are not amounts on deposit therein sufficient to make the following deposits, taking into account amounts required to be transferred with respect to Parity Debt other than Bonds, the Successor Agency shall immediately notify the Trustee of the amount of any such insufficiency):

(a) Interest Account. On or before five (5) Business Days (or earlier as provided herein) before each Interest Payment Date, commencing with the Interest Payment Date of October 1, 2026, the Successor Agency shall withdraw from the Redevelopment Obligation Retirement Fund and transfer to the Trustee, for deposit in the Interest Account an amount which when added to the amount contained in the Interest Account on that date, will be equal to the aggregate amount of the interest becoming due and payable on the Outstanding Bonds on such Interest Payment Date. No such transfer and deposit need be made to the Interest Account if the amount contained therein is at least equal to the interest to become due on the next succeeding Interest Payment Date upon all of the Outstanding Bonds. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds redeemed prior to maturity pursuant to this Indenture).

(b) Principal Account. On or before five (5) Business Days (or earlier as provided herein) before October 1 in each year beginning October 1, 2026, the Successor Agency shall withdraw RPTTF Revenues from the Redevelopment Obligation Retirement Fund and transfer to the Trustee for deposit in the Principal Account an amount which, when added to the amount then contained in the Principal Account, will be equal to the principal becoming due and payable on the Outstanding Serial Bonds and Outstanding Term Bonds, including pursuant to mandatory sinking account redemption, on the next October 1. No such transfer and deposit need be made to the Principal Account if the amount contained therein is at least equal to the principal to become due on the next October 1 on all of the Outstanding Serial Bonds and Term Bonds. All moneys in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Serial Bonds and the Term Bonds, including by mandatory sinking account redemption, as the same shall become due and payable.

(c) Reserve Account. There is hereby established in the Debt Service Fund a separate account known as the "Reserve Account" solely as security for payments payable by the Successor Agency pursuant to this Section 4.03 and pursuant to any Supplemental Indenture, which shall be held by the Trustee in trust for the benefit of the Owners of the Bonds. The Reserve Requirement for the Series 2026 Bonds will be satisfied by the delivery on the Closing Date of cash, a Qualified Reserve Account Credit Instrument, a reserve policy or surety bond, or any combination thereof, as specified in the final terms of the Series 2026 Bonds. If a [2026 Reserve Policy] is delivered on the Closing Date with respect to the Series 2026 Bonds, the Successor Agency will have no obligation to replace such [2026 Reserve Policy] or to fund the Reserve Account with cash if, at any time that the Series 2026 Bonds are Outstanding, (i) any rating assigned to the [2026 Insurer] is downgraded or withdrawn or (ii) amounts are not available under the [2026 Reserve Policy] other than in connection with a draw thereunder, unless otherwise provided in the documentation for such reserve policy or required by the final terms of the Series 2026 Bonds.

Except as provided in the preceding paragraph and as may be provided in a Supplemental Indenture, in the event that the amount on deposit in the Reserve Account at any time becomes less than the Reserve Requirement, the Trustee shall promptly notify the Successor Agency of such fact. Upon receipt of any such notice and as promptly as is permitted by the Law, the Successor Agency shall transfer to the Trustee an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account.

The amounts available under the [2026 Reserve Policy] shall be used and withdrawn by the Trustee solely for the purpose of making transfers to the Interest Account and the Principal Account in such order of priority, in the event of any deficiency at any time in any of such accounts with respect to the payment of debt service on the Series 2026 Bonds.

In no event shall amounts in the Reserve Account (exclusive of subaccounts therein, which shall be applied in accordance with the terms of the Supplemental Indenture providing for Parity Debt) be applied to payment of any Bonds or Parity Debt other than Series 2026 Bonds unless such amounts constitute amounts in excess of the Reserve Account Requirement and are released as provided herein.

Except as provided above, the amount on deposit in the Reserve Account shall be maintained at the Reserve Requirement at all times prior to the payment of the Bonds and any Parity Debt in full. If there shall then not be sufficient RPTTF Revenues to transfer an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account, the Successor Agency shall be obligated to continue making transfers as RPTTF Revenues become available until there is an amount sufficient to maintain the Reserve Requirement on deposit in the Reserve Account. No such transfer and deposit need be made to the Reserve Account so long as there shall be on deposit therein a sum at least equal to the Reserve Requirement. All money in the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of making transfers pursuant to any Parity Debt Instrument and hereunder to the Interest Account and the Principal Account or any sinking account, in the event of any deficiency at any time in any of such accounts or for the retirement of all the Bonds then Outstanding, except that so long as the Successor Agency is not in default hereunder or under any Parity Debt Instrument, any amount in the Reserve Account in excess of the Reserve Requirement shall be withdrawn from the Reserve Account

semiannually on or before two (2) Business Days preceding each April 1 and October 1 by the Trustee and deposited in the Interest Account or be applied pro rata in accordance with any applicable provision of a Parity Debt Instrument or other outstanding obligation. All amounts in the Reserve Account on the Business Day preceding the final Interest Payment Date shall be withdrawn from the Reserve Account and shall be transferred to the Interest Account and the Principal Account, in such order, to the extent required to make the deposits then required to be made pursuant to this Section 4.03 or shall be applied pro rata as required by any Parity Debt Instrument, as applicable.

The Successor Agency shall have the right at any time to direct the Trustee to release funds from the Reserve Account, in whole or in part, by tendering to the Trustee: (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 or any Parity Debt the interest on which is excluded from gross income of the owners thereof for federal income tax purposes to become includable in gross income for purposes of federal income taxation, if applicable. Upon tender of such items to the Trustee, and upon delivery by the Successor Agency to the Trustee of written calculation of the amount permitted to be released from the Reserve Account (upon which calculation the Trustee may conclusively rely), the Trustee shall transfer such funds from the Reserve Account to the Successor Agency to be applied in accordance with the Law. The Trustee shall comply with all documentation relating to a Qualified Reserve Account Credit Instrument as shall be required to maintain such Qualified Reserve Account Credit Instrument in full force and effect and as shall be required to receive payments thereunder in the event and to the extent required to make any payment when and as required under this paragraph (d). Upon the expiration of any Qualified Reserve Account Credit Instrument, the Successor Agency shall either (i) replace such Qualified Reserve Account Credit Instrument with a new Qualified Reserve Account Credit Instrument, or (ii) deposit or cause to be deposited with the Trustee an amount of funds equal to the Reserve Requirement, to be derived from the first legally available RPTTF Revenues. If the Reserve Requirement is being maintained partially in cash and partially with a Qualified Reserve Account Credit Instrument, the cash shall be first used to meet any deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a) or 4.03(b) of this Indenture. If the Reserve Requirement is being maintained with two or more Qualified Reserve Account Credit Instruments, any draw to meet a deficiency which may exist from time to time in the Interest Account or the Principal Account for the purpose of making payments required pursuant to Sections 4.03(a), 4.03(b) or 4.03(c) of this Indenture shall be pro-rata with respect to each such instrument. If the Reserve Requirement with respect to a particular series of Bonds is secured by a Qualified Reserve Account Credit Instrument that relates only to such series of Bonds, the calculation of Reserve Requirement for such series of Bonds shall be calculated on a stand-alone basis.

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 and any Parity Debt in conformity with applicable provisions of the Code to the extent directed by the Successor Agency in writing to the Trustee. Additionally, the Successor Agency may, in its discretion, combine amounts on deposit in the Reserve Account and on deposit in any reserve account relating to any (but not necessarily all) Parity Debt not issued as Bonds in order to maintain a combined reserve account for the Bonds and any (but not necessarily all) Parity Debt.

(d) Redemption Account. On or before the Business Day preceding any date on which Bonds are to be redeemed pursuant to Section 2.03(a) or a similar provision of a Supplemental Indenture, the Trustee shall withdraw from the Debt Service Fund any amount transferred by the Successor Agency pursuant to Section 2.03(a) for deposit in the Redemption Account, which the Trustee shall establish as a separate fund within the Debt Service Fund, such amount being the amount required to pay the principal of and premium, if any, on the Series 2026 Bonds and on other Bonds to be redeemed on such date pursuant to Section 2.03(a) or a similar provision of a Supplemental Indenture. All moneys in the Redemption Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of and premium, if any, on the Series 2026 Bonds and on such other Bonds to be redeemed pursuant to Section 2.03(a) or a similar provision of a Supplemental Indenture on the date set for such redemption. Interest due on the Series 2026 Bonds or such other Bonds to be redeemed on the date set for redemption shall, if applicable, be paid from funds available therefor in the Interest Account. Notwithstanding the foregoing, at any time prior to giving notice of redemption of any such Series 2026 Bonds or such other Bonds, the Trustee may, at the direction of the Successor Agency, apply amounts deposited or otherwise to be deposited in the Redemption Account to the purchase of the Series 2026 Bonds or such other Bonds at public or private sale, as and when and at such prices (including brokerage and other charges, but excluding accrued interest on such Series 2026 Bonds or such other Bonds, which is payable from the Interest Account) as shall be directed by the Successor Agency.

Section 4.04 Provisions Relating to [2026 Insurance Policy]. So long as the [2026 Insurer] insures the Series 2026 Bonds, the provisions of this Section 4.04 shall apply to the Series 2026 Bonds. To the extent the following provisions relating to the [2026 Insurance Policy] conflict or are inconsistent with any other provision set forth in this Indenture, these provisions shall control.

ARTICLE V

OTHER COVENANTS OF THE SUCCESSOR AGENCY

Section 5.01 Punctual Payment. The Successor Agency shall punctually pay or cause to be paid the principal and interest to become due in respect of all the Bonds together with the premium thereon, if any, in strict conformity with the terms of the Bonds and of this Indenture. The Successor Agency shall faithfully observe and perform all of the conditions, covenants and requirements of this Indenture, all Supplemental Indentures and the Bonds. Nothing herein contained shall prevent the Successor Agency from making advances of its own moneys howsoever derived to any of the uses or purposes referred to herein.

Section 5.02 Limitation on Additional Indebtedness; Against Encumbrances. Except for securing Existing Debt, the Successor Agency further covenants and agrees that it shall not issue any obligations payable, either as to principal or interest, from the RPTTF Revenues (or any portion thereof) which have any lien upon the RPTTF Revenues (or any portion thereof) prior or superior to the lien of the Bonds. Except for Parity Debt issued to refund all or a portion of the Bonds or Existing Debt, or Parity Debt or refunding bonds thereof, as permitted by Section 3.05

hereof, the Successor Agency shall not issue any obligations, payable as to principal or interest, from the RPTTF Revenues, which have any lien upon the RPTTF Revenues on a parity with the Bonds authorized herein. Notwithstanding the foregoing but subject to Section 3.06, nothing in this Indenture shall prevent the Successor Agency from issuing and selling Subordinate Debt.

Section 5.03 Extension of Payment. The Successor Agency will not, directly or indirectly, extend or consent to the extension of the time for the payment of any Bond or claim for interest on any of the Bonds and will not, directly or indirectly, be a party to or approve any such arrangement by purchasing or funding the Bonds or claims for interest in any other manner. In case the maturity of any such Bond or claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such Bond or claim for interest so extended or funded shall not be entitled, in case of default hereunder, to the benefits of this Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

Section 5.04 Payment of Claims. The Successor Agency shall promptly pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the properties owned by the Successor Agency or upon the RPTTF Revenues or other amounts pledged to the payment of the Bonds, or any part thereof, or upon any funds in the hands of the Trustee, or which might impair the security of the Bonds. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said claims.

Section 5.05 Books and Accounts; Financial Statements. The Successor Agency shall keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the Successor Agency and the City, in which complete and correct entries shall be made of all transactions relating to the Redevelopment Projects, the RPTTF Revenues. Such books of record and accounts shall at all times during business hours be subject to the inspection of the [2026 Insurer], any other Insurer and the Owners of not less than ten percent (10%) in aggregate principal amount of the Bonds then Outstanding, or their representatives authorized in writing.

The Successor Agency will cause to be prepared, within two hundred and seventy (270) days after the close of each Fiscal Year so long as the Bonds are Outstanding, complete audited financial statements with respect to such Fiscal Year showing the financial condition of the Successor Agency. The Successor Agency shall promptly furnish a copy of such financial statements to the Trustee, the [2026 Insurer] and any other insurer at no expense and to any Owner upon reasonable request and at the expense of such Owner. The Trustee shall have no obligation to review or analyze any financial statements provided to it by the Successor Agency. The Successor Agency's financial statement may be included as a fund within the City's financial statements.

Section 5.06 Protection of Security and Rights of Owners. The Successor Agency will preserve and protect the security of the Bonds and the rights of the Owners. From and after the Closing Date with respect to the Series 2026 Bonds, the Series 2026 Bonds shall be incontestable by the Successor Agency.

Section 5.07 Payments of Taxes and Other Charges. Except as otherwise provided herein, the Successor Agency will pay and discharge, or cause to be paid and discharged, all taxes, service charges, assessments and other governmental charges which may hereafter be lawfully imposed upon the Successor Agency or the properties then owned by the Successor Agency in the Redevelopment Projects, or upon the revenues therefrom when the same shall become due. Nothing herein contained shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of said taxes, assessments or charges. The Successor Agency will duly observe and conform with all valid requirements of any governmental authority relative to the Redevelopment Projects or any part thereof.

Section 5.08 Taxation of Leased Property. All amounts derived by the Successor Agency pursuant to Section 33673 of the Redevelopment Law with respect to the lease of property for redevelopment shall be treated as RPTTF Revenues for all purposes of this Indenture, if applicable.

Section 5.09 Disposition of Property. The Successor Agency will not participate in the disposition of any land or real property in the Project Areas to anyone which will result in such property becoming exempt from taxation because of public ownership or use or otherwise (except property dedicated for public right-of-way and except property planned for public ownership or use by a Redevelopment Plan in effect on the date of issuance of the Series 2026 Bonds) so that such disposition shall, when taken together with other such dispositions, aggregate more than ten percent (10%) of the land area in the applicable Project Area unless such disposition is permitted as hereinafter provided in this Section 5.09. If the Successor Agency proposes to participate in such a disposition, it shall thereupon appoint an Independent Redevelopment Consultant to report on the effect of said proposed disposition. If the Report of the Independent Redevelopment Consultant concludes that the security of the Bonds, or the rights of the Successor Agency, the Bondowners and the Trustee hereunder will not be materially impaired by said proposed disposition, the Successor Agency may thereafter make such disposition. If said Report concludes that such security will be materially impaired by said proposed disposition, the Successor Agency shall disapprove said proposed disposition.

Section 5.10 Maintenance of RPTTF Revenues. The Successor Agency shall comply with all requirements of the Law and the Dissolution Act to ensure the allocation and payment to it of the RPTTF Revenues.

Section 5.11 Continuing Disclosure. The Successor Agency hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with the Continuing Disclosure Certificate shall not be considered an Event of Default hereunder.

Section 5.12 [Compliance with the Dissolution Act The Successor Agency covenants that in addition to complying with the requirements of the second sentence of Section 5.01 hereof, it will comply with all other requirements of the Dissolution Act. Without limiting the generality of the foregoing, the Successor Agency covenants and agrees to file all required statements and hold all public hearings required under the Dissolution Act to assure compliance by the Successor Agency with its covenants under this Indenture. Further, the Successor Agency will take all actions

required under the Dissolution Act to include scheduled debt service on the Series 2026 Bonds, as well as any amount required under this Indenture to replenish the Reserve Account and to reimburse the [2026 Insurer] in connection with the [2026 Insurance Policy] and/or [2026 Reserve Policy], in Recognized Obligation Payment Schedules for each annual period so as to enable the Auditor-Controller of the County to distribute from the Redevelopment Property Tax Trust Fund to the Successor Agency's Redevelopment Obligation Retirement Fund on each January 2 and June 1 amounts required for the Successor Agency to pay principal of, and interest on, the Bonds coming due in the respective six-month period, plus the deposits required, to the extent of RPTTF Revenues to fund payments due on the Series 2026 Bonds on April 1 and October 1 in the then current Bond Year. These actions will include, without limitation, placing on the Recognized Obligation Payment Schedule for approval by the Oversight Board and the DOF, to the extent necessary, the amounts to be held by the Successor Agency as a reserve until the next six-month period, as contemplated by paragraph (1)(A) of subdivision (d) of Section 34171 of the Dissolution Act, that are necessary to provide for the payment of principal and interest under this Indenture when the next property tax allocation is projected to be insufficient to pay all obligations due under this Indenture for the next payment due in the following six-month period.

In particular, with respect to the Series 2026 Bonds and Parity Debt, the Successor Agency will place on the Recognized Obligation Payment Schedules relating to each fiscal year January 2 disbursement date ("January Disbursement"), commencing the [___] Fiscal Year January Disbursement an amount sufficient for at least half (1/2) of the annual debt service of the Series 2026 Bonds and Parity Debt coming due in the Bond Year (October 2 to October 1) for the interest payment on the immediately succeeding April 1 with respect the Series 2026 Bonds and such payment date as may be provided for Parity Debt and all amounts owed to the [2026 Insurer], plus an amount determined by the Successor Agency in its discretion as a reserve for a portion of the principal payment and/or interest payment due on the immediately succeeding October 1 for the Series 2026 Bonds and such payment date for Parity Debt ("Reserve Payment") and with respect to each June 2 disbursement date (the "June Disbursement"), place on the Recognized Obligation Payment Schedule an amount sufficient for the remainder of the debt service of the Series 2026 Bonds and Parity Debt becoming due in such Bond Year and any other amounts required to replenish the reserve accounts or pay other pledged obligations with respect the Series 2026 Bonds and Parity Debt, including all amounts owed to the [2026 Insurer] and any other insurer or reserve surety provider, which together with the Reserve Payment will be sufficient for the principal and interest payment on the immediately succeeding October 1 with respect the Series 2026 Bonds and the payment date for Parity Debt. Nothing herein limits the Successor Agency from claiming a larger Reserve Payment from the January 2 Disbursement or from claiming moneys from the Agency's RPTTF in an earlier period.

Notwithstanding anything herein to the contrary, the payment of interest on October 1, 2026 and a portion of the payment of the principal and/or interest on October 1, ___ with respect to the Series 2026 Bonds will be paid from the distribution of RPTTF to be made from the 2026 January Disbursement pursuant to Recognized Obligation Payment schedule 2026B/2027A previously filed with DOF with respect to the Prior Obligations and which distribution was requested and approved by the DOF.

In the event the provisions set forth in the Dissolution Act as of the Closing Date of the Bonds that relate to the filing of Recognized Obligation Payment Schedules are amended or

modified in any manner, the Successor Agency agrees to take all such actions as are necessary to comply with such amended or modified provisions so as to ensure the timely payment of debt service on the Bonds.]

Section 5.13 Further Assurances. The Successor Agency will 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 Indenture, and for the better assuring and confirming unto the Owners of the Bonds the rights and benefits provided in this Indenture.

Section 5.15 Tax Covenants.

(a) General Compliance. The Successor Agency covenants that it will not take any action or fail to take any action if such action or failure would cause the interest on the Bonds to become includable in gross income for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations promulgated thereunder. The Successor Agency shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid on the Bonds will be excluded from gross income for federal income tax purposes.

(b) Use of Proceeds. The Successor Agency shall apply the proceeds of the Bonds and any other amounts held under this Indenture only for the purposes and in the manner permitted by the Code. The Successor Agency shall not take any action or permit the use of proceeds of the Bonds or any property financed or refinanced with such proceeds in a manner that would cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code, unless the Bonds are issued as such in compliance with applicable provisions of the Code.

(c) Arbitrage and Rebate. The Successor Agency covenants that it will not take any action, or fail to take any action, that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code. The Successor Agency shall comply with all requirements of Section 148 of the Code, including the calculation and payment of any rebate or yield reduction amounts to the United States Treasury at the times and in the amounts required. The Successor Agency may retain the services of qualified professionals to assist in complying with the requirements of this subsection.

(d) Records and Calculations. The Successor Agency shall maintain or cause to be maintained complete and accurate records relating to the expenditure of Bond proceeds, the use of financed property, and the investment of amounts held under this Indenture for such period as may be required to demonstrate compliance with the Code. The Successor Agency shall make such records available for inspection by the Trustee and shall provide such certifications and information as the Trustee may reasonably request to evidence compliance with these tax covenants.

(e) Tax Certificates and Additional Actions. The Successor Agency shall execute and deliver a Tax Certificate or similar document at the time of issuance of the Bonds, setting forth representations, certifications and covenants concerning compliance with the Code. The Successor Agency covenants that it will comply with the provisions of such Tax Certificate. The Successor Agency further covenants that it will take such additional actions, and execute such additional

documents, as may be necessary or desirable to assure the exclusion of interest on the Bonds from gross income for federal income tax purposes.

(f) Remedial Actions. If the Successor Agency becomes aware of any violation of the covenants contained in this Section, it shall promptly take such actions as may be permitted by the Code, including remedial actions under Treasury Regulations Section 1.141-12, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes Tax Covenants.

ARTICLE VI
THE TRUSTEE

Section 6.01 Duties, Immunities and Liabilities of Trustee.

(a) The Trustee shall, prior to the occurrence of an Event of Default, and after the curing or waiver of all Events of Default which may have occurred, perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants, duties or obligations shall be read into this Indenture against the Trustee. The Trustee shall, during the existence of any Event of Default (which has not been cured or waived), exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(b) The Successor Agency may remove the Trustee at any time with 30 days prior notice, unless an Event of Default shall have occurred and then be continuing, and shall remove the Trustee (i) if at any time requested to do so by an instrument or concurrent instruments in writing signed by the Owners of not less than a majority in aggregate principal amount of the Bonds then Outstanding (or their attorneys duly authorized in writing) or (ii) if at any time the Successor Agency has knowledge that the Trustee shall cease to be eligible in accordance with subsection (f) of this Section, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or a receiver of the Trustee or its property shall be appointed, or any public officer shall take control or charge of the Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation. In each case such removal shall be accomplished by the giving of written notice of such removal by the Successor Agency to the Trustee, with a copy to any Insurer, whereupon the Successor Agency shall appoint a successor Trustee by an instrument in writing.

(c) The Trustee may at any time resign by giving written notice of such resignation to the Successor Agency and by giving the Owners and any Insurer notice of such resignation by first class mail, postage prepaid, at their respective addresses shown on the Registration Books. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing, with notice of such appointment to be furnished to any Insurer.

(d) Any removal or resignation of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If no successor Trustee shall have been appointed and have accepted appointment within forty-five

(45) days of giving notice of removal or notice of resignation as aforesaid, the resigning Trustee or any Owner (on behalf of such Owner and all other Owners) may petition any court of competent jurisdiction at the expense of the Successor Agency for the appointment of a successor Trustee, and such court may thereupon, after such notice (if any) as it may deem proper, appoint such successor Trustee. Any successor Trustee appointed under this Indenture shall signify its acceptance of such appointment by executing, acknowledging and delivering to the Successor Agency and to its predecessor Trustee a written acceptance thereof, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become vested with all the moneys, estates, properties, rights, powers, trusts, duties and obligations of such predecessor Trustee, with like effect as if originally named Trustee herein; but, nevertheless at the Written Request of the Successor Agency or the request of the successor Trustee, such predecessor Trustee shall execute and deliver any and all instruments of conveyance or further assurance and do such other things as may reasonably be required for more fully and certainly vesting in and confirming to such successor Trustee all the right, title and interest of such predecessor Trustee in and to any property held by it under this Indenture and shall pay over, transfer, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Upon request of the successor Trustee, the Successor Agency shall execute and deliver any and all instruments as may be reasonably required for more fully and certainly vesting in and confirming to such successor Trustee all such moneys, estates, properties, rights, powers, trusts, duties and obligations. Upon acceptance of appointment by a successor Trustee as provided in this subsection, the Successor Agency shall cause the successor Trustee to mail a notice of the succession of such Trustee to the trusts hereunder to each rating agency which then has a current rating on the Bonds and to the Owners at their respective addresses shown on the Registration Books.

(e) If an Event of Default hereunder occurs with respect to any Bonds of which the Trustee has been given or is deemed to have notice, as provided in Section 6.03(d) hereof, then the Trustee shall immediately give written notice thereof, by first-class mail to any Insurer and the Owner of each such Bond, unless such Event of Default shall have been cured before the giving of such notice; provided, however, that unless such Event of Default consists of the failure by the Successor Agency to make any payment when due, the Trustee shall, within thirty (30) days of the Trustee's knowledge thereof, give such notice to any Insurer, and the Trustee, with the consent of any Insurer may elect not to give such notice if and so long as the Trustee in good faith determines that it is in the best interests of the Bondowners not to give such notice.

(f) The Successor Agency agrees that, so long as any Bonds or any Parity Debt are Outstanding, the Trustee shall be a financial institution having a trust office in the State, having (or in the case of a corporation, national banking association or trust company included in a bank holding company system, the related bank holding company shall have) a combined capital and surplus of at least $75,000,000, and subject to supervision or examination by federal or state authority. If such financial institution 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 purpose of this subsection the combined capital and surplus of such financial institution shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. In case at any time the Trustee shall cease to be eligible in accordance with the provisions of this subsection (f), the Trustee shall resign immediately in the manner and with the effect specified in this Section.

Section 6.02 Merger or Consolidation. Any company into which the Trustee 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 Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (f) of Section 6.01, shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03 Liability of Trustee.

(a) The recitals of facts herein and in the Bonds contained shall be taken as statements of the Successor Agency, and the Trustee shall not assume responsibility for the correctness of the same, nor make any representations as to the validity or sufficiency of this Indenture or of the security for the Bonds nor shall incur any responsibility in respect thereof, other than as expressly stated herein. The Trustee shall, however, be responsible for its representations contained in its certificate of authentication on the Bonds. The Trustee shall not be liable in connection with the performance of its duties hereunder, except for its own negligence or misconduct. The Trustee shall not be liable for the acts of any agents of the Trustee selected by it with due care. The Trustee and its officers and employees may become the Owner of any Bonds with the same rights it would have if they were not Trustee and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in accordance with the direction of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee under this Indenture.

(c) The Trustee shall not be liable for any action taken by it and believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture, except for actions arising from the negligence or misconduct of the Trustee. Where the Trustee is given the permissive right to do things enumerated in this Indenture, such right shall not be construed as a mandatory duty.

(d) The Trustee shall not be deemed to have knowledge of any Event of Default hereunder unless and until a responsible officer shall have actual knowledge thereof, or shall have received written notice thereof from the Successor Agency at its Principal Corporate Trust Office. In the absence of such actual knowledge or notice, the Trustee may conclusively assume that no Event of Default has occurred and is continuing under this Indenture. Except as otherwise expressly provided herein, the Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms, conditions, covenants or agreements herein or of any of the documents executed in connection with the Bonds, or as to the existence of an Event of Default thereunder. The Trustee shall not be responsible for the validity or effectiveness of any collateral given to or held by it. Without limiting the generality of the

foregoing, the Trustee may rely conclusively on the Successor Agency's certificates to establish the Successor Agency's compliance with its financial covenants hereunder, including, without limitation, its covenants regarding the deposit RPTTF Revenues into the Redevelopment Obligation Retirement Fund and the investment and application of moneys on deposit in the Redevelopment Obligation Retirement Fund (other than its covenants to transfer such moneys to the Trustee when due hereunder).

(e) The Trustee shall have no liability or obligation to the Bondowners with respect to the payment of debt service on the Bonds by the Successor Agency or with respect to the observance or performance by the Successor Agency of the other conditions, covenants and terms contained in this Indenture, or with respect to the investment of any moneys in any fund or account established, held or maintained by the Successor Agency pursuant to this Indenture or otherwise.

(f) No provision of this Indenture shall require the Trustee 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. The Trustee shall be entitled to interest on all amounts advanced by it at the maximum rate permitted by law.

(g) The Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents, attorneys or receivers and the Trustee shall not be responsible for any intentional misconduct or negligence on the part of any agent, attorney or receiver appointed with due care by it hereunder

(h) The Trustee shall have no responsibility, opinion, or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of the Bonds.

(i) Before taking any action under Article VIII or this Article at the request of the Owners or any Insurer, the Trustee may require that a satisfactory indemnity bond be furnished by the Owners or any Insurer for the reimbursement of all expenses to which it may be put and to protect it against all liability, except liability which is adjudicated to have resulted from its negligence or willful misconduct in connection with any action so taken.

(j) The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means ("Electronic Means" shall mean the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions ("Authorized Officers") and containing specimen signatures of such Authorized Officers, which incumbency certificate shall be amended by the Successor Agency whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee in its discretion elects to act upon such Instructions, the Trustee's understanding of such Instructions shall be deemed controlling. The Successor Agency

understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The Successor Agency shall be responsible for ensuring that only Authorized Officers transmit such Instructions to the Trustee and that the Successor Agency and all Authorized Officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. The Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee 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 Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (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) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

(k) The Trustee shall not be liable to the parties hereto or deemed in breach or default hereunder if and to the extent its performance hereunder is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the Trustee and could not have been avoided by exercising due care. Force majeure shall include but not be limited to acts of God, terrorism, war, riots, strikes, fire, floods, earthquakes, epidemics or other similar occurrences.

(l) The Trustee shall not be responsible for or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

Section 6.04 Right to Rely on Documents and Opinions. The Trustee shall have no liability in acting upon any notice, resolution, request, consent, order, certificate, report, opinion, facsimile transmission, electronic mail, or other paper or document reasonably believed by it to be genuine and to have been signed or prescribed by the proper party or parties, and shall not be required to make any investigation into the facts or matters contained thereon. The Trustee may consult with counsel, including, without limitation, counsel of or to the Successor Agency, with regard to legal questions, and, in the absence of negligence or intentional misconduct by the Trustee, the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustee hereunder in accordance therewith.

The Trustee 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 is established to the satisfaction of the Trustee.

Whenever in the administration of the trusts imposed upon it by this Indenture the Trustee 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 be deemed to be conclusively proved and established by a Written Certificate of the Successor Agency, which shall be full warrant to the Trustee for any action taken or suffered under the provisions of this Indenture in reliance upon such Written Certificate, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable. The Trustee may conclusively rely on any certificate or report of any Independent Accountant or Independent Redevelopment Consultant appointed by the Successor Agency.

Section 6.05 Preservation and Inspection of Documents. All documents received by the Trustee under the provisions of this Indenture shall be retained in its possession and shall be subject at all reasonable times upon reasonable notice to the inspection of and copying by the Successor Agency and any Insurer and any Owner, and their agents and representatives duly authorized in writing, during regular business hours and under reasonable conditions.

Section 6.06 Compensation and Indemnification. The Successor Agency shall pay to the Trustee from time to time reasonable compensation for all services rendered under this Indenture in accordance with the letter proposal from the Trustee approved by the Successor Agency and also all reasonable expenses, charges, legal and consulting fees and other disbursements and those of its attorneys (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel), agents and employees, incurred in and about the performance of its powers and duties under this Indenture. The Trustee shall have a lien on the RPTTF Revenues, the RPTTF Revenues (subject to the priority of lien set forth in Section 4.01 and under Existing Debt) and all funds and accounts held by the Trustee hereunder to secure the payment to the Trustee of all fees, costs and expenses, including reasonable compensation to its experts, attorneys and counsel (including the allocated costs and disbursement of in-house counsel to the extent such services are not redundant with those provided by outside counsel).

The Successor Agency further covenants and agrees to indemnify, defend and save the Trustee and its officers, directors, agents and employees, harmless against any loss, expense and liabilities including legal fees and expenses which it may incur to the extent arising out of or in connection with the exercise and performance of its powers and duties hereunder, including the costs and expenses of defending against any claim of liability, but excluding any and all losses, expenses and liabilities which are due to the negligence or misconduct of the Trustee, its officers, directors, agents or employees. The obligations of the Successor Agency and the rights of the Trustee under this Section 6.06 shall survive resignation or removal of the Trustee under this Indenture and payment of the Bonds and discharge of this Indenture.

Section 6.07 Deposit and Investment of Moneys in Funds. Moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Reserve Account, the Redemption Account and the Costs of Issuance Fund shall be invested by the Trustee in Permitted Investments as directed by the Successor Agency in the Written Request of the Successor Agency filed with the Trustee at least two (2) business days in advance of making such investments, except that moneys in the Reserve Account shall not be invested in Permitted Investments having a maturity of more

than five (5) years, unless any such Permitted Investment is described in clause (g) of the definition thereof. In the absence of any such Written Request of the Successor Agency, the Trustee shall invest any such moneys in Permitted Investments described in clause (d) of the definition thereof, which by their terms mature prior to the date on which such moneys are required to be paid out hereunder; provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Successor Agency specifying a specific money market fund and, if no such Written Request of the Successor Agency is so received, the Trustee shall hold such moneys uninvested. The Trustee shall be entitled to rely conclusively upon the written instructions of the Successor Agency directing investments in Permitted Investments as to the fact that each such investment is permitted by the laws of the State, and shall not be required to make further investigation with respect thereto. With respect to any restrictions set forth in the above list which embody legal conclusions (e.g., the existence, validity and perfection of security interests in collateral), the Trustee shall be entitled to rely conclusively on an opinion of counsel or upon a representation of the provider of such Permitted Investment obtained at the Successor Agency's expense. RPTTF Revenues in the Redevelopment Obligation Retirement Fund may be invested by the Successor Agency in any obligations in which the Successor Agency is legally authorized to invest its funds. Obligations purchased as an investment of moneys in any fund shall be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts held by the Trustee hereunder shall be deposited in the Interest Account; provided, however, that all interest or gain from the investment of amounts in the Reserve Account shall be deposited by the Trustee in the Interest Account only to the extent not required to cause the balance in the Reserve Account to equal the Reserve Requirement. The Trustee may act as principal or agent in the acquisition or disposition of any investment and may impose its customary charges therefor. The Trustee shall incur no liability for losses arising from any investments made at the direction of the Successor Agency or otherwise made in accordance with this Section. For investment purposes only, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency monthly cash transaction statements which shall include detail for all investment transactions made by the Trustee hereunder.

All moneys held by the Trustee shall be held in trust, but need not be segregated from other funds unless specifically required by this Indenture. Except as specifically provided in this Indenture, the Trustee shall not be liable to pay interest on any moneys received by it, but shall be liable only to account to the Successor Agency for earnings derived from funds that have been invested.

The Successor Agency covenants that all investments of amounts deposited in any fund or account created by or pursuant to this Indenture, 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 Indenture or the Code) at Fair Market Value.

Investments in funds or accounts (or portions thereof) that are subject to a yield restriction under applicable provisions of the Code shall be valued by the Successor Agency at their present value (within the meaning of Section 148 of the Code). Investments on deposit in the Reserve Account shall be valued on June 30 of each year at their market value.

Section 6.08 Accounting Records and Financial Statements. The Trustee shall at all times keep, or cause to be kept, proper books of record and account, prepared in accordance with corporate trust industry standards, in which accurate entries shall be made of all transactions relating to the proceeds of the Bonds made by it and all funds and accounts held by the Trustee established pursuant to this Indenture. Such books of record and account shall be available for inspection by the Successor Agency upon reasonable prior notice, at reasonable hours and under reasonable circumstances. The Trustee shall furnish to the Successor Agency, on at least a monthly basis, an accounting of all transactions in the form of its customary statements relating to the proceeds of the Bonds and all funds and accounts held by the Trustee pursuant to this Indenture.

Section 6.09 Other Transactions with Agency. The Trustee, either as principal or agent, may engage in or be interested in any financial or other transaction with the Successor Agency.

ARTICLE VII

MODIFICATION OR AMENDMENT OF THIS INDENTURE

Section 7.01 Amendment With And Without Consent of Owners. This Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding upon adoption without the consent of any Owners, to the extent permitted by law, but only for any one or more of the following purposes:

(a) to add to the covenants and agreements of the Successor Agency in this Indenture contained, other covenants and agreements thereafter to be observed, including any covenant or agreement that provides for additional security for the Bonds, or to limit or surrender any rights or powers herein reserved to or conferred upon the Successor Agency; or

(b) to make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in this Indenture, or in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided under any circumstances that such modifications or amendments shall not, in the reasonable determination of the Successor Agency, materially adversely affect the interests of the Owners; or

(c) to provide for the issuance of Parity Debt in accordance with Section 3.05; or

(d) to amend any provision hereof relating to the requirements of or compliance with the Code, to any extent whatsoever but only if and to the extent such amendment will not adversely affect the exemption from federal income taxation of interest on any of the Bonds, in the opinion of Bond Counsel, if applicable; or

(e) to comply with amendments or supplements to the Dissolution Act; or

(f) to comply with the requirements of a provider of a Qualified Reserve Account Credit Instrument; or

(g) in any other respect whatsoever as the Successor Agency may deem necessary or desirable, provided that such modification or amendment does not materially adversely affect the interests of the Bondowners or the [2026 Insurer] hereunder, in the opinion of Bond Counsel filed with the Successor Agency and the Trustee.

Except as set forth in the preceding paragraph, this Indenture and the rights and obligations of the Successor Agency and of the Owners may be modified or amended at any time by a Supplemental Indenture which shall become binding when the written consent of any Insurer (but only with respect to any Bonds insured by such Insurer) and the Owners of a majority in aggregate principal amount of the Bonds then Outstanding are filed with the Trustee. No such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest, or redemption premiums (if any) at the time and place and at the rate and in the currency provided therein of any Bond without the express written consent of any Insurer or the Owner of such Bond, or (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification. In no event shall any Supplemental Indenture modify any of the rights or obligations of the Trustee without its prior written consent. In no event shall any Supplemental Indenture modify any of the rights or obligations of any Insurer without its prior written consent.

Section 7.02 Effect of Supplemental Indenture. From and after the time any Supplemental Indenture becomes effective pursuant to this Article VII, this Indenture shall be deemed to be modified and amended in accordance therewith, the respective rights, duties and obligations of the parties hereto or thereto and all Owners, as the case may be, shall thereafter be determined, exercised and enforced hereunder subject in all respects to such modification and amendment, and all the terms and conditions of any Supplemental Indenture shall be deemed to be part of the terms and conditions of this Indenture for any and all purposes.

Section 7.03 Endorsement or Replacement of Bonds After Amendment. After the effective date of any amendment or modification hereof pursuant to this Article VII, the Successor Agency may, with the prior written consent of any Insurer, determine that any or all of the Bonds shall bear a notation, by endorsement in form approved by the Successor Agency, as to such amendment or modification and in that case upon demand of the Successor Agency the Owners of such Bonds shall present such Bonds for that purpose at the Principal Corporate Trust Office of the Trustee, and thereupon a suitable notation as to such action shall be made on such Bonds. In lieu of such notation, the Successor Agency may determine that new Bonds shall be prepared at the expense of the Successor Agency and executed in exchange for any or all of the Bonds, and in that case, upon demand of the Successor Agency, the Owners of the Bonds shall present such Bonds for exchange at the Principal Corporate Trust Office of the Trustee, without cost to such Owners.

Section 7.04 Amendment by Mutual Consent. The provisions of this Article VII shall not prevent any Owner from accepting any amendment as to the particular Bond held by such

Owner, provided that due notation thereof is made on such Bond and, provided further that written consent to such amendment shall first be obtained from any Insurer.

Section 7.05 Opinion of Counsel. Prior to executing any Supplemental Indenture, the Trustee shall be furnished an opinion of counsel, upon which it may conclusively rely to the effect that all conditions precedent to the execution of such Supplemental Indenture under this Indenture have been satisfied and such Supplemental Indenture is authorized and permitted under this Indenture and does not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes or adversely affect the exemption of interest on the Bonds from personal income taxation by the State.

Section 7.06 Copy of Supplemental Indenture to S&P and Moody's. The Successor Agency shall provide to S&P and Moody's, for so long as S&P and Moody's, as the case may be, maintain a rating on any of the Bonds (without regard to any municipal bond or financial guaranty insurance), a copy of any Supplemental Indenture at least fifteen (15) days prior to its proposed effective date.

ARTICLE VIII

EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Section 8.01 Events of Default and Acceleration of Maturities. The following events shall constitute Events of Default hereunder:

(a) if default shall be made by the Successor Agency in the due and punctual payment of the principal of or interest or redemption premium (if any) on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) if default shall be made by the Successor Agency in the observance of any of the covenants, agreements or conditions on its part in this Indenture or in the Bonds contained, other than a default described in the preceding clause (a), and such default shall have continued for a period of thirty (30) days following receipt by the Successor Agency of written notice from the Trustee or any Insurer or written notice from any Owner (with a copy of said notice delivered to the Trustee and any Insurer) of the occurrence of such default, provided that if in the reasonable opinion of the Successor Agency the failure stated in the notice can be corrected, but not within such thirty (30) day period, such failure will not constitute an event of default if corrective action is instituted by the Successor Agency (with the prior written consent of any Insurer) within such thirty (30) day period and the Successor Agency thereafter diligently and in good faith cures such failure in a reasonable period of time as approved by any Insurer; or

(c) if the Successor Agency files a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction will approve a petition by the Successor Agency seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will approve a petition by the Successor Agency,

seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or, if under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction will assume custody or control of the Successor Agency or of the whole or any substantial part of its property; or

(d) if the Successor Agency should default on any payments of principal and/or interest under a Parity Debt Instrument, Supplemental Indenture, or Subordinate Debt Instrument.

In determining whether an Event of Default has occurred under (a) above, no effect shall be given to payments made under any municipal bond insurance policy, financial guaranty insurance policy or Qualified Reserve Account Credit Instrument.

If an Event of Default has occurred under this Section and is continuing, the Trustee, may, and, if requested in writing by the Owners of a majority in aggregate principal amount of the Bonds then Outstanding the Trustee shall, (a) declare the principal of the Bonds, together with the accrued interest thereon, to be due and payable immediately, and upon any such declaration the same shall become immediately due and payable, anything in this Indenture or in the Bonds to the contrary notwithstanding, and (b) subject to the provisions of Section 8.06, exercise any other remedies available to the Trustee and the Bondowners in law or at equity.

Immediately upon receiving notice or actual knowledge of the occurrence of an Event of Default, the Trustee shall give notice of such Event of Default to any Insurer and to the Successor Agency confirmed in writing. Such notice shall also state whether the principal of the Bonds shall have been declared to be or have immediately become due and payable. With respect to any Event of Default described in subsections (a) or (c) above the Trustee shall, and with respect to any Event of Default described in subsection (b) above the Trustee in its sole discretion may, also give such notice to the Owners by mail, which shall include the statement that interest on the Bonds shall cease to accrue from and after the date, if any, on which the Trustee shall have declared the Bonds to become due and payable pursuant to the preceding paragraph (but only to the extent that principal and any accrued, but unpaid, interest on the Bonds is actually paid on such date).

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the moneys due shall have been obtained or entered, the Successor Agency shall, with the written consent of a majority in aggregate principal amount of the Owners of the Bonds then Outstanding, deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest on such overdue installments of principal and interest (to the extent permitted by law), and the reasonable fees and expenses of the Trustee, (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then, and in every such case, the Trustee shall promptly give written notice of the foregoing to any Insurer and the Owners of all Bonds then Outstanding, and with the prior written approval of the Owners of at least a majority

in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds then Outstanding, rescind and annul such declaration and its consequences. However, no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

Section 8.02 Application of Funds Upon Acceleration. All amounts received by the Trustee pursuant to any right given or action taken by the Trustee under the provisions of this Indenture (including the Trustee's share of any RPTTF Revenues) and all sums in the funds and accounts established and held by the Trustee hereunder upon the date of the declaration of acceleration as provided in Section 8.01, and all sums thereafter received by the Trustee hereunder, shall be applied by the Trustee in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the fees, costs and expenses of the Trustee in declaring such Event of Default and in exercising the rights and remedies set forth in this Article VIII, including reasonable compensation to its agents, attorneys (including the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel) and counsel and any outstanding fees and expenses of the Trustee; and

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, as applicable, with interest on the overdue principal, and installments of interest at the net effective rate then borne by the Outstanding Bonds (to the extent that such interest on overdue installments of principal and interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority, ratably to the aggregate of such principal and interest.

Third, to the payment of amounts required to restore the Reserve Account (including subaccounts therein) or any reserve account established under a Parity Debt Instrument to the applicable Reserve Requirement or reserve requirement under a Parity Debt Instrument, as applicable, [and to repay any amounts owed to the 2026 Insurer in connection with a draw on the 2026 Reserve Policy.]

Section 8.03 Power of Trustee to Control Proceedings. In the event that the Trustee, upon the happening of an Event of Default, shall have taken any action, by judicial proceedings or otherwise, pursuant to its duties hereunder, whether upon its own discretion or upon the request of the Owners of a majority in principal amount of the Bonds then Outstanding, it shall have full power, in the exercise of its discretion for the best interests of the Owners of the Bonds, with respect to the continuance, discontinuance, withdrawal, compromise, settlement or other disposal of such action; provided, however, that the Trustee shall not, unless there no longer continues an Event of Default, discontinue, withdraw, compromise or settle, or otherwise dispose of any litigation pending at law or in equity, if at the time there has been filed with it a written request signed by the Owners of a majority in principal amount of the Outstanding Bonds hereunder opposing such discontinuance, withdrawal, compromise, settlement or other disposal of such litigation.

Section 8.04 Limitation on Owner's Right to Sue. No Owner of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or in equity, for any remedy under or upon this Indenture, unless (a) such Owner shall have previously given to the Successor Agency, the Trustee and any Insurer written notice of the occurrence of an Event of Default; (b) the Owners of a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name; (c) said Owners shall have tendered to the Trustee indemnity reasonably acceptable to the Trustee against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy hereunder; it being understood and intended that no one or more Owners shall have any right in any manner whatever by his or their action to enforce any right under this Indenture, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Owners of the Outstanding Bonds.

The right of any Owner of any Bond to receive payment of the principal of (and premium, if any) and interest on such Bond as herein provided, shall not be impaired or affected without the written consent of such Owner, notwithstanding the foregoing provisions of this Section or any other provision of this Indenture.

Section 8.05 Non-Waiver. Nothing in this Article VIII or in any other provision of this Indenture or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay from the RPTTF Revenues and other amounts pledged hereunder, the principal of and interest and redemption premium (if any) on the Bonds to the respective Owners on the respective Interest Payment Dates, as herein provided, or affect or impair the right of action, which is also absolute and unconditional, of the Owners or the Trustee to institute suit to enforce such payment by virtue of the contract embodied in the Bonds.

A waiver of any default by any Owner or the Trustee shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Owners and the Trustee by the Law or by this Article VIII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners and the Trustee.

If a suit, action or proceeding to enforce any right or exercise any remedy shall be abandoned or determined adversely to the Owners or the Trustee, the Successor Agency, the Trustee and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 8.06 Actions by Trustee 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 Trustee for the equal benefit and protection of all Owners similarly situated and the Trustee is hereby appointed (and the successive respective Owners by taking and holding the Bonds or Parity Debt shall be conclusively deemed so to have appointed it) the true and lawful attorney-in-fact of the respective 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 respective Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney-in-fact, provided, however, the Trustee shall have no duty or obligation to exercise any such right or remedy unless it has been indemnified to its satisfaction from any loss, liability or expense (including fees and expenses of its outside counsel and the allocated costs and disbursements of its in-house counsel to the extent such services are not redundant with those provided by outside counsel).

Section 8.07 Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Owners is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the Law or any other law.

Section 8.08 Determination of Percentage of Bondowners. Whenever in this Indenture the consent, direction or other action is required or permitted to be given or taken by a percentage of the Owners of an aggregate principal amount of Outstanding Bonds (including by the Owners of a majority in aggregate principal amount of the Outstanding Bonds), such percentage shall be calculated on the basis of the principal amount of the Outstanding Bonds determined as of the next succeeding Interest Payment Date.

ARTICLE IX

MISCELLANEOUS

Section 9.01 Benefits Limited to Parties. Nothing in this Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, any Insurer, the Trustee and the Owners, any right, remedy or claim under or by reason of this Indenture. Any covenants, stipulations, promises or agreements in this Indenture contained by and on behalf of the Successor Agency shall be for the sole and exclusive benefit of the Trustee, any Insurer and the Owners. To the extent that this Indenture confers upon or gives any Insurer any right, remedy or claim under or by reason of this Indenture, such Insurer is hereby explicitly recognized as being third-party beneficiaries hereunder and may enforce any such right remedy or claim conferred, given or granted hereunder.

Section 9.02 Successor is Deemed Included in All References to Predecessor. Whenever in this Indenture or any Supplemental Indenture either the Successor Agency or the Trustee 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 Indenture contained by or on behalf of the Successor Agency or the Trustee shall bind and inure to the benefit of the respective successors and assigns thereof whether so expressed or not.

Section 9.03 Discharge of Indenture.

(a) If the Successor Agency shall pay and discharge the entire indebtedness on all Bonds or any portion thereof in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest and premium (if any) on all or the applicable portion of Outstanding Bonds, as and when the same become due and payable;

(ii) by irrevocably depositing with the Trustee or an escrow agent, in trust, at or before maturity, money which, together with the available amounts then on deposit in the funds and accounts established pursuant to this Indenture, is fully sufficient to pay all or the applicable portion of Outstanding Bonds, including all principal, interest and redemption premiums, or;

(iii) by irrevocably depositing with the Trustee or an escrow agent, in trust, Defeasance Obligations in such amount as an Independent Accountant shall determine will, together with the interest to accrue thereon and available moneys then on deposit in the funds and accounts established pursuant to this Indenture, be fully sufficient to pay and discharge the indebtedness on all Bonds or the applicable portion thereof (including all principal, interest and redemption premiums) at or before maturity;

and, if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given pursuant to Section 2.03(c) or provision satisfactory to the Trustee shall have been made for the giving of such notice, then, at the election of the Successor Agency, and notwithstanding that any Bonds shall not have been surrendered for payment, the pledge of the RPTTF Revenues and other funds provided for in this Indenture and all other obligations of the Trustee and the Successor Agency under this Indenture shall cease and terminate with respect to all Outstanding Bonds or, if applicable, with respect to that portion of the Bonds which has been paid and discharged, except only (A) the covenants of the Successor Agency hereunder with respect to the Code, (B) the obligation of the Trustee to transfer and exchange Bonds hereunder, (C) the obligations of the Successor Agency under Section 6.06 hereof, and (D) the obligation of the Successor Agency to pay or cause to be paid to the Owners (or any Insurer), from the amounts so deposited with the Trustee, all sums due thereon and to pay the Trustee and any Insurer all fees, expenses and costs of the Trustee and any Insurer. In the event the Successor Agency shall, pursuant to the foregoing provision, pay and discharge any portion or all of the Bonds then Outstanding, the Trustee shall be authorized to take such actions and execute and deliver to the Successor Agency all such instruments as may be necessary or desirable to evidence such discharge, including, without limitation, selection by lot of Bonds of any maturity of the Bonds that the Successor Agency has determined to pay and discharge in part.

In the case of a defeasance or payment of all of the Bonds Outstanding, any funds thereafter held by the Trustee which are not required for said purpose or for payment of amounts due the Trustee pursuant to Section 6.06 shall be paid over to the Successor Agency.

Section 9.04 Execution of Documents and Proof of Ownership to Owners. Any request, consent, declaration or other instrument which this Indenture may require or permit to be

executed by any Owner may be in one or more instruments of similar tenor, and shall be executed by such Owner in person or by such Owner's 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.

The ownership of Bonds and the amount, maturity, number and date of ownership thereof shall be proved by the Registration Books.

Any demand, request, direction, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee and in accordance therewith, provided, however, that the Trustee shall not be deemed to have knowledge that any Bond is owned by or for the account of the Successor Agency unless the Successor Agency is the registered Owner or the Trustee has received written notice that any other registered Owner is such an affiliate.

Section 9.05 Disqualified Bonds. In determining whether the Owners of the requisite aggregate principal amount of Bonds have concurred in any demand, request, direction, consent or waiver under this Indenture, Bonds which are owned or held by or for the account of the Successor Agency or the City (but excluding Bonds held in any employees' retirement fund) shall be disregarded and deemed not to be Outstanding for the purpose of any such determination. Upon request of the Trustee, the Successor Agency and the City shall specify in a Written Certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such Certificate.

Section 9.06 Waiver of Personal Liability. No member, officer, agent or employee of the Successor Agency shall be individually or personally liable for the payment of the principal or interest or any premium on the Bonds; but nothing herein contained shall relieve any such member, officer, agent or employee from the performance of any official duty provided by law.

Section 9.07 Destruction of Cancelled Bonds. Whenever in this Indenture provision is made for the surrender to the Trustee of any Bonds which have been paid or cancelled pursuant to the provisions of this Indenture, the Trustee shall destroy such bonds and upon request of the Successor Agency provide the Successor Agency a certificate of destruction. The Successor Agency shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Bonds therein referred to.

Section 9.08 Notices. Any notice, request, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or upon receipt when mailed by first class, registered or certified mail, postage prepaid, or sent by facsimile, addressed as follows:

If to the Successor Agency: Successor Agency to the Redevelopment Agency of the City of Perris
101 North D. Street, Perris California 92570
Attention: Executive Director
Tel: 951/943-6100
Fax: 951/943-4246

If to the Trustee: 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

If to the [2026 Insurer]: [NOTICE ADDRESS / EMAIL / ATTENTION AS PROVIDED BY INSURER]

The Successor Agency and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 9.09 Partial Invalidity. If any Section, paragraph, sentence, clause or phrase of this Indenture shall for any reason be held illegal, invalid or unenforceable, such holding shall not affect the validity of the remaining portions of this Indenture. The Successor Agency hereby declares that it would have adopted this Indenture and each and every other Section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Bonds pursuant thereto irrespective of the fact that any one or more Sections, paragraphs, sentences, clauses, or phrases of this Indenture may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the Trustee is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the Trustee hereunder shall, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof, be assumed by and vest in the Treasurer of the Successor Agency in trust for the benefit of the Owners. The Successor Agency covenants for the direct benefit of the Owners that its Treasurer in such case shall be vested with all of the rights and powers of the Trustee hereunder, and shall assume all of the responsibilities and perform all of the duties of the Trustee hereunder, in trust for the benefit of the Bonds, pending appointment of a successor Trustee in accordance with the provisions of Section 6.01 hereof.

Section 9.10 Unclaimed Moneys. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of the interest or premium (if any) on or principal of the Bonds which remains unclaimed for two (2) years after the date when the payments of such interest, premium and principal have become payable, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when the interest and premium (if any) on and principal of such Bonds have become payable, shall be repaid by the Trustee to the Successor Agency as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Bondowners shall look only to the Successor

Agency for the payment of the principal of and interest and redemption premium (if any) on of such Bonds.

Section 9.11 Execution in Counterparts. This Indenture 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 9.12 Governing Law. This Indenture shall be construed and governed in accordance with the laws of the State.

IN WITNESS WHEREOF, the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS has caused this Indenture to be signed in its name by its Executive Director, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, in token of its acceptance of the trusts created hereunder, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the day and year first above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

By:_____
City Manager/Executive Director

ATTEST:

_____
City Clerk/Secretary

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Officer

EXHIBIT A

(FORM OF SERIES 2018 BOND)

UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE SUCCESSOR AGENCY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE, OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

UNITED STATES OF AMERICA
STATE OF CALIFORNIA

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS
TAX ALLOCATION REFUNDING BONDS, SERIES 2026

INTEREST RATE:	MATURITY DATE:	DATED DATE:	CUSIP:
[_____]%	October 1, [_____]	[Closing Date], 2026	[_____]

REGISTERED OWNER: CEDE & CO.

PRINCIPAL SUM:

The SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, a public entity duly existing under and by virtue of the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay to the Registered Owner stated above, or registered assigns (the "Registered Owner"), on the Maturity Date stated above (subject to any right of prior redemption hereinafter provided for), the Principal Sum stated above, in lawful money of the United States of America, and to pay interest thereon in like lawful money from the Interest Payment Date (as hereinafter defined) next preceding the date of authentication of this Bond, unless (i) this Bond is authenticated on or before an Interest Payment Date and after the close of business on the fifteenth (15th) day of the month immediately preceding an Interest Payment Date (the "Record Date"), in which event it shall bear interest from such Interest Payment Date, or (ii) this Bond is authenticated on or before September 15, 2026, in which event it shall bear interest from the Dated Date above; provided however, that if at the time of authentication of this Bond, interest is in default on this Bond, this Bond shall bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment on this Bond, until payment of such Principal Sum in full, at the Interest Rate per annum stated above, payable semiannually on April 1 and October 1 in each year, commencing

October 1, 2026 (each an "Interest Payment Date"), calculated on the basis of 360-day year comprised of twelve 30-day months. Principal hereof and premium, if any, upon early redemption hereof are payable upon surrender of this Bond at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, as trustee (the "Trustee"), or at such other place designated by the Trustee (the "Principal Corporate Trust Office"). Interest hereon (including the final interest payment upon maturity or earlier redemption) is payable by check of the Trustee mailed by first class mail, postage prepaid, on the Interest Payment Date to the Registered Owner hereof at the Registered Owner's address as it appears on the registration books maintained by the Trustee as of the Record Date for such Interest Payment Date; provided however, that payment of interest may be by wire transfer to an account in the United States of America to any registered owner of Bonds in the aggregate principal amount of $1,000,000 or more upon written instructions of any such registered owner filed with the Trustee for that purpose prior to the Record Date preceding the applicable Interest Payment Date.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated as "Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026" (the "Bonds"), of an aggregate principal amount of $____ all of like tenor and date (except for such variation, if any, as may be required to designate varying series, numbers, maturities, interest rates, or redemption and other provisions) and all issued pursuant to the provisions of Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State, the Dissolution Act (as such term is defined in the Indenture), and the Community Redevelopment Law, constituting Part 1 of Division 24 of the California Health and Safety Code, (collectively, the "Law"), and pursuant to an Indenture of Trust, dated as of August 1, 2026, entered into by and between the Successor Agency and the Trustee (the "Indenture"), providing for the issuance of the Bonds. The Bonds are being issued in the form of registered Bonds without coupons. Additional bonds, or other obligations may be issued on a parity with the Bonds, but only subject to the terms of the Indenture. Reference is hereby made to the Indenture (copies of which are on file at the office of the Successor Agency) and all indentures supplemental thereto and to the Law for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the RPTTF Revenues, and the rights thereunder of the registered owners of the Bonds and the rights, duties and immunities of the Trustee and the rights and obligations of the Successor Agency thereunder, to all of the provisions of which Indenture the Registered Owner of this Bond, by acceptance hereof, assents and agrees. Capitalized terms not otherwise defined herein shall have the meanings given them in the Indenture.

The Bonds have been issued by the Successor Agency for the purpose of refinancing certain outstanding indebtedness of the Former Agency (as such term is defined in the Indenture), to pay the underwriter's discount for the Bonds and to pay certain expenses of the Successor Agency in issuing the Bonds.

The Bonds are special obligations of the Successor Agency and this Bond and the interest hereon and on all other Bonds and the interest thereon (to the extent set forth in the Indenture), are payable from, and are secured by a pledge of, security interest in and lien on the RPTTF Revenues derived by the Successor Agency from the Project Areas.

There has been created, and will be maintained by, the Successor Agency the Redevelopment Obligation Retirement Fund (as defined in the Indenture) into which RPTTF Revenues shall be deposited and from which the Successor Agency shall transfer amounts to the Trustee for payment, when due, of the principal of and the interest and redemption premium, if any, on the Bonds and any

additional Parity Debt as defined in the Indenture. As and to the extent set forth in the Indenture, all such RPTTF Revenues, and the moneys in the Redevelopment Obligation Retirement Fund are exclusively and irrevocably pledged to and constitute a trust fund, in accordance with the terms hereof and the provisions of the Indenture and the Law, for the security and payment or redemption of, including any premium upon early redemption, and for the security and payment of interest on, the Bonds and any additional Parity Debt (as defined in the Indenture). In addition, the Bonds shall be additionally secured at all times by a first and exclusive pledge of, security interest in and lien upon all of the moneys in the Debt Service Fund, the Interest Account, the Principal Account, the applicable subaccount within the Reserve Account and the Redemption Account (as such terms are defined in the Indenture). Except for the RPTTF Revenues, and such moneys, no funds or properties of the Successor Agency shall be pledged to, or otherwise liable for, the payment of principal of or interest or redemption premium, if any, on the Bonds.

The Bonds are subject to optional redemption and mandatory redemption from mandatory sinking fund payments as provided in the Indenture.

As provided in the Indenture, notice of redemption shall be given by first class mail no less than twenty (20) nor more than sixty (60) days prior to the redemption date to the respective registered owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books maintained by the Trustee, but neither failure to receive such notice nor any defect in the notice so mailed shall affect the sufficiency of the proceedings for redemption.

The Successor Agency shall have the right to rescind any optional redemption by written notice to the Trustee on or prior to the date fixed for redemption. Any notice of redemption shall be canceled 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 under the Indenture. The Successor Agency and the Trustee shall have no liability to the Owners or any other party related to or arising from such rescission of redemption. The Trustee shall mail notice of such rescission of redemption in the same manner and to the same recipients as the original notice of redemption was sent.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

If an Event of Default, as defined in the Indenture, shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture, but such declaration and its consequences may be rescinded and annulled as further provided in the Indenture.

The Bonds are issuable as fully registered Bonds without coupons in denominations of $5,000 and any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, Bonds may be exchanged for a like aggregate principal amount of Bonds of other authorized denominations and of the same maturity.

This Bond is transferable by the Registered Owner hereof, in person or by his attorney duly authorized in writing, at the Principal Corporate Trust Office of the Trustee, but only in the manner and subject to the limitations provided in the Indenture, and upon surrender and cancellation of this Bond. Upon registration of such transfer a new fully registered Bond or Bonds, of any authorized denomination or denominations, for the same aggregate principal amount and of the same maturity

will be issued to the transferee in exchange herefor. The Trustee may refuse to transfer or exchange (a) any Bond during the fifteen (15) days prior to the date established for the selection of Bonds for redemption, or (b) any Bond selected for redemption.

The Successor Agency and the Trustee may treat the Registered Owner hereof as the absolute owner hereof for all purposes, and the Successor Agency and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Successor Agency and the registered owners of the Bonds may be modified or amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such modification or amendment shall (a) extend the maturity of or reduce the interest rate on any Bond or otherwise alter or impair the obligation of the Successor Agency to pay the principal, interest or redemption premiums (if any) at the time and place and at the rate and in the currency provided herein of any Bond without the express written consent of the registered owner of such Bond, (b) reduce the percentage of Bonds required for the written consent to any such amendment or modification or (c) without its written consent thereto, modify any of the rights or obligations of the Trustee.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Successor Agency or the Trustee for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the Registered Owner hereof, Cede & Co., has an interest herein.

This Bond is not a debt, liability or obligation of the City of Perris, the State of California, or any of its political subdivisions, and neither said City, said State, nor any of its political subdivisions is liable hereon, nor in any event shall this Bond be payable out of any funds or properties other than those pledged by the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

It is hereby certified that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened or have been performed in due and regular time and manner as required by the Law and the laws of the State of California, and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Law or any laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

This Bond shall not be entitled to any benefit under the Indenture or become valid or obligatory for any purpose until the Trustee's Certificate of Authentication hereon shall have been manually signed by the Trustee.

IN WITNESS WHEREOF, the Successor Agency to the Redevelopment Agency of the City of Perris has caused this Bond to be executed in its name and on its behalf by its Chair and attested by its Secretary, all as of the Dated Date set forth above.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

By:_____
Mayor/Chair

ATTEST:

_____
City Clerk/Secretary

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Authentication Date: [Closing Date], 2026

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____
Authorized Signatory

STATEMENT OF INSURANCE

If the Bonds are insured, the final form of Bond may include a statement of insurance in substantially the form required by the [2026 Insurer] and approved by the Successor Agency and the Trustee.

(FORM OF ASSIGNMENT)

For value received the undersigned hereby sells, assigns and transfers unto

_____

_____

_____

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within-registered Bond and hereby irrevocably constitute(s) and appoints(s) _____ attorney, to transfer the same on the registration books of the Trustee with full power of substitution in the premises.

Dated: _____

Signatures Guaranteed:

Note: Signature(s) must be guaranteed by an eligible guarantor.	Note: The signatures(s) on this Assignmen must correspond with the name(s) a written on the face of the within Bond i every particular without alteration o enlargement or any change whatsoever.

ATTACHMENT 4

BOND PURCHASE AGREEMENT, BY AND BETWEEN THE SUCCESOR AGENCY AND THE UNDERWRITER

$_____
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS
TAX ALLOCATION REFUNDING BONDS, SERIES 2026

BOND PURCHASE AGREEMENT

[BPA Date]

Successor Agency to the
Redevelopment Agency of the City
of Perris
101 North D Street
Perris, California 92570

Ladies and Gentlemen:

Oppenheimer & Co. Inc. (the "**Representative**") on behalf of itself and on behalf of Samuel A. Ramirez & Co., Inc. (collectively, the "**Underwriters**") offers to enter into this Bond Purchase Agreement (the "**Bond Purchase Agreement**") with the Successor Agency to the Redevelopment Agency of the City of Perris (the "**Successor Agency**"), which will be binding upon the Successor Agency and the Underwriters upon the acceptance hereof by the Successor Agency. This offer is made subject to its acceptance by the Successor Agency by the Successor Agency's execution of this Bond Purchase Agreement and its delivery to the Representative on or before 11:59 P.M., California time, on the date hereof. The Representative hereby represents and warrants that it is duly authorized and has been duly authorized by Samuel A. Ramirez & Co., Inc. to execute this Purchase Agreement, to act hereunder on behalf of Samuel A. Ramirez & Co., Inc. and to take all actions and to waive any condition or requirement, required or permitted to be taken or waived hereunder by the Representative or Samuel A. Ramirez & Co., Inc.

The Successor Agency acknowledges and agrees that: (i) the purchase and sale of the above-captioned Bonds (and defined below) pursuant to this Bond Purchase Agreement is an arm's-length commercial transaction between the Successor Agency and the Underwriters; (ii) in connection with such transaction, including the process leading thereto, the Underwriters are acting solely as principals and not as agents or a fiduciaries of the Successor Agency; (iii) the Underwriters have neither assumed an advisory or fiduciary responsibility in favor of the Successor Agency with respect to the offering of the Bonds or the process leading thereto (whether or not the Underwriters, or any affiliate of the Underwriters, has advised or is currently advising the Successor Agency on other matters) nor have they assumed any other obligations to the Successor Agency except the obligations expressly set forth in this Bond Purchase Agreement; (iv) the Underwriters have financial and other interests that differ from those of the Successor Agency; and (v) the Successor Agency has consulted with its own legal and financial advisors to the extent it deemed appropriate in connection with the offering of the Bonds.

The Successor Agency hereby acknowledges receipt from the Underwriters of disclosures required by the Municipal Securities Rulemaking Board ("**MSRB**") Rule G-17 (as set forth in MSRB Notice 2012-25 (May 7, 2012), relating to disclosures concerning the Underwriters' role in the transaction, disclosures concerning the Underwriters' compensation, conflict disclosures, if any, and disclosures concerning complex municipal securities financing, if any. The Successor Agency acknowledges that it has engaged Fieldman, Rolapp & Associates, Inc. (the "**Municipal Advisor**"), as its municipal advisor (as defined in Securities and Exchange Commission Rule 15Ba1), and for financial advice purposes, will rely only on the advice of the Municipal Advisor.

Capitalized terms used and not otherwise defined in this Bond Purchase Agreement shall have the same meanings given them in that certain Indenture of Trust, dated as of August 1, 2026 (the "**Indenture**"), by and between the Successor Agency and U.S. Bank Trust Company, National Association, as trustee (the "**Trustee**"), pursuant to which the Bonds are being issued.

1. Purchase and Sale; Use of Proceeds.

(a) Upon the terms and conditions and in reliance upon the representations, warranties and covenants herein, the Successor Agency hereby agrees to sell to the Underwriters and the Underwriters hereby agree to purchase from the Successor Agency for offering to the public, all (but not less than all) of the $_____ Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026 (the "**Bonds**"), at the purchase price of $_____ (the "**Purchase Price**") (being the principal amount of the Bonds of $_____.00, less an Underwriters' discount of $_____, and plus an original issue premium of $_____). The Purchase Price will be delivered to the Trustee on behalf of the Successor Agency.

The Purchase Price is to be paid on the Closing Date (as defined in Section 6 below). The Bonds shall be dated the Closing Date, and shall bear interest at the rates, shall mature on the dates and in the principal amounts, all as set forth in the attached Exhibit A.

As an accommodation to the Successor Agency, the Representative will pay, from the Purchase Price, the sum of $_____ to _____ (the "**Insurer**") as the premium for its municipal bond insurance policy issued for the Bonds (the "**Insurance Policy**") and the sum of $_____ to the Insurer as the premium for its municipal debt service reserve insurance policy issued for the Bonds (the "**Reserve Policy**"). Such amounts shall be credited against the Purchase Price to be remitted by the Representative to the Trustee pursuant to the foregoing paragraph.

(b) The Bonds are being issued for the purpose of (i) refunding the Refunded Obligations (as defined in the Indenture); (iii) paying the premium for the Insurance Policy; (iv) paying the premium for the Reserve Policy; and (v) paying certain costs of issuance of the Bonds.

The Bonds are special obligations of the Successor Agency, payable from, and secured by a lien on RPTTF Revenues.

(c) Under two separate Escrow Agreements, each dated as of August 1, 2026 (together, the "**Escrow Agreements**"), each by and between the Successor Agency and U.S. Bank Trust Company, National Association, as escrow bank (the "**Escrow Bank**"), provision will be made for the payment and redemption of the Refunded Obligations.

(d) Issuance of the Bonds was authorized by a resolution of the Successor Agency Board of Directors (the "**Agency Board**"), adopted on _____, 2026 (the "**Successor Agency Bond Resolution**"), and a resolution of the Oversight Board, adopted on _____, 2026 (the "**Oversight Board Resolution**"). In addition, the Agency Board adopted separate resolutions on _____, 2026 and _____, 2026, respectively, approving the Official Statement (defined below) and the Escrow Agreements (together with the Successor Agency Bond Resolution, the "**Successor Agency Resolutions**").

2. *Bona Fide Public Offering.* The Underwriters agree to make a bona fide public offering of all of the Bonds, at prices not in excess of the initial public offering yields or prices set forth in Exhibit A. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

3. *Official Statement.* The Successor Agency shall deliver or cause to be delivered to the Underwriters promptly after acceptance of this Bond Purchase Agreement copies of the Official Statement relating to the Bonds, dated the date hereof (which, together with all exhibits and appendices included therein or attached thereto and with such amendments or supplements thereto which shall be approved by the Representative, the "**Official Statement**"). The Successor Agency authorizes the Official Statement, including the cover page and Appendices thereto and the information contained therein, to be used in connection with the sale of the Bonds and ratifies, confirms and approves the use and distribution by the Underwriters for such purpose, prior to the date hereof, of the Preliminary Official Statement dated [POS Date] relating to the Bonds (the "**Preliminary Official Statement**"). The Successor Agency deems the Preliminary Official Statement final as of its date for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended ("**Rule 15c2-12**"), except for information allowed to be omitted by Rule 15c2-12.

The Successor Agency also agrees to deliver to the Underwriters, at the Successor Agency's sole cost and at such address as the Representative shall specify, as many copies of the Official Statement as the Representative shall reasonably request as necessary to comply with paragraph (b)(4) of Rule 15c2-12, with Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board. At least one copy of the Official Statement shall be in word searchable portable document format (PDF). The Successor Agency agrees to deliver such copies of the Official Statement within seven (7) business days after the date hereof, but in any event no later than the Closing Date. The Official Statement shall contain all information previously permitted to be omitted from the Preliminary Official Statement by Rule 15c2-12.

The Underwriters agree to deliver or cause to be delivered to each purchaser of the Bonds from them, upon request, a copy of the Official Statement, for the time period required under Rule 15c2-12. The Representative also agrees to promptly file a copy of the final Official Statement, including any supplements prepared by the Successor Agency and delivered to the Underwriters, with a nationally recognized municipal securities information repository (currently, the Electronic Municipal Market Access System (referred to as "**EMMA**"), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org), and to take any and all other actions necessary to comply with applicable Securities and Exchange Commission rules and Municipal Securities Rulemaking Board rules governing the use of the Official Statement in connection with offering, sale and delivery of the Bonds to the ultimate purchasers thereof.

4. *Representations, Warranties and Agreements of the Successor Agency.* The Successor Agency represents and warrants to the Underwriters that, as of the Closing Date:

(a) The Successor Agency is a public entity existing under the laws of the State, including the Dissolution Act, and is authorized, among other things, (i) to issue the Bonds, and (ii) to secure the Bonds in the manner contemplated by the Indenture.

(b) The Successor Agency has the full right, power and authority (i) to enter into the Indenture, the Escrow Agreements, the Continuing Disclosure Certificate (defined below), and this Bond Purchase Agreement (collectively, the "**Successor Agency Documents**"), (ii) to issue, sell and deliver the Bonds to the Underwriters as provided herein, and (iii) to carry out and consummate all other transactions on its part contemplated by each of the aforesaid documents, and the Successor Agency has complied with all provisions of applicable law in all matters relating to such transactions.

(c) The Successor Agency has duly authorized (i) the execution and delivery of the Bonds and the execution, delivery and due performance by the Successor Agency of the Successor Agency Documents, (ii) the distribution and use of the "deemed final" Preliminary Official Statement and the execution, delivery and distribution of the final Official Statement, and (iii) the taking of any and all such action as may be required on the part of the Successor Agency to carry out, give effect to and consummate the transactions on its part contemplated by such instruments. All consents or approvals necessary to be obtained by the Successor Agency in connection with the foregoing have been received, and the consents or approvals so received are still in full force and effect.

(d) The information contained in the Preliminary Official Statement (excluding therefrom any information relating to the Insurer, the Insurance Policy, the Reserve Policy, The Depository Trust Company ("**DTC**") and its book-entry system included therein, information provided by the Underwriters and the information therein under the caption "CONCLUDING INFORMATION - Underwriting") is true and correct in all material respects, and did not as of its date contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) The information contained in the Official Statement (excluding therefrom any information relating to the Insurer, the Insurance Policy, the Reserve Policy, DTC and its book-entry system included therein, information provided by the Underwriters and the information therein under the caption "CONCLUDING INFORMATION - Underwriting") is true and correct in all material respects, and does not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) Neither the execution and delivery by the Successor Agency of the Successor Agency Documents and of the Bonds nor the consummation of the transactions on the part of the Successor Agency contemplated herein or therein or the compliance with the provisions hereof or thereof will, in any material way, conflict with, or constitute on the part of the Successor Agency a violation of, or a breach of or default under, (i) any statute, indenture, mortgage, note or other agreement or instrument to which the Successor Agency is a party or by which it is bound, (ii) any provision of the State Constitution, or (iii) any existing law, rule, regulation, ordinance, judgment, order or decree to which the Successor Agency (or the

Board members of the Successor Agency or any of its officers in their respective capacities as such) is subject.

(g) The Successor Agency has never been in default at any time, as to principal of or interest on any obligation which it has issued except as otherwise specifically disclosed in the Official Statement; and the Successor Agency has not entered into any contract or arrangement of any kind which might give rise to any lien or encumbrance on the RPTTF Revenues (senior to or on a parity with the pledge thereof under the Indenture), except as is specifically disclosed in the Preliminary Official Statement and the Official Statement.

(h) Except as will be specifically disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, which has been served on the Successor Agency or, to the knowledge of the Successor Agency, threatened, which in any way questions the powers of the Successor Agency referred to in paragraph (b) above, or the validity of any proceeding taken by the Successor Agency in connection with the issuance of the Bonds, or wherein an unfavorable decision, ruling or finding could materially adversely affect the transactions contemplated by the Successor Agency Documents, or which, in any way, could adversely affect the validity or enforceability of the Successor Agency Documents or the Bonds or, to the knowledge of the Successor Agency, which in any way questions the exclusion from gross income of the recipients thereof the interest on the Bonds for federal income tax purposes or in any other way questions the status of the Bonds under federal or state tax laws or regulations or which in any way could materially adversely affect the availability of RPTTF Revenues to pay the debt service on the Bonds.

(i) Any written certificate signed by any official of the Successor Agency and delivered to the Underwriters in connection with the offer or sale of the Bonds shall be deemed a representation and warranty by the Successor Agency to the Underwriters as to the truth of the statements therein contained.

(j) The Successor Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that it is a bond issuer whose arbitrage certifications may not be relied upon.

(k) The Successor Agency will furnish such information, execute such instruments and take such other action in cooperation with the Underwriters and at the expense of the Underwriters as the Underwriters may reasonably request in order (i) to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States as the Underwriters may designate and (ii) to determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions, and will use its best efforts to continue such qualifications in effect so long as required for the distribution of the Bonds; provided, however, that the Successor Agency will not be required to execute a special or general consent to service of process or qualify as a foreign corporation in connection with any such qualification or determination in any jurisdiction.

(l) All authorizations, approvals, licenses, permits, consents, elections, and orders of or filings with any governmental authority, legislative body, board, agency or commission having jurisdiction in the matters which are required by the Closing Date for the

due authorization of, which would constitute a condition precedent to or the absence of which would adversely affect the due performance by the Successor Agency of, its obligations under the Indenture and the Escrow Agreements has been duly obtained or made and are in full force and effect.

(m) Between the date of this Bond Purchase Agreement and the Closing Date, the Successor Agency will not offer or issue any bonds, notes or other obligations for borrowed money secured by a pledge of or lien on RPTTF Revenues on a basis senior to or on a parity with the Bonds except as previously disclosed in writing to the Representative.

(n) The Successor Agency will apply the proceeds of the Bonds in accordance with the Indenture and as described in the Preliminary Official Statement and the Official Statement.

(o) Except as otherwise described in the Official Statement, as of the Closing Date, the Successor Agency will not have outstanding any indebtedness which indebtedness is secured by a lien on the RPTTF Revenues on a parity with or senior to the lien provided for in the Indenture on the RPTTF Revenues.

(p) Except as described in the Preliminary Official Statement and the Official Statement and based upon a review of their previous undertakings, the Successor Agency has not failed, within the last five years, to comply in all material respects with any undertaking of the Successor Agency pursuant to Rule 15c2-12.

(q) If between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, an event occurs which would cause the information contained in the Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the information therein, in the light of the circumstances under which it was presented, not misleading, the Successor Agency will notify the Representative, and, if in the opinion of the Representative or the Successor Agency, or their respective counsel, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Successor Agency will cooperate in the preparation of an amendment or supplement to the Official Statement in a form and manner approved by the Representative, and shall pay all expenses thereby incurred. For the purposes of this subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the Successor Agency will furnish such information with respect to itself as the Representative may from time to time reasonably request. As used herein, the term "End of the Underwriting Period" means the later of such time as: (i) the Successor Agency delivers the Bonds to the Underwriters; or (ii) the Underwriters do not retain, directly or as a member of an underwriting syndicate, an unsold balance of the Bonds for sale to the public. Notwithstanding the foregoing, unless the Representative gives notice to the contrary, the Successor Agency may assume that the "End of the Underwriting Period" is the Closing Date.

(r) If the information contained in the Official Statement is amended or supplemented pursuant to paragraph (q) hereof, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such subparagraph) at all times subsequent thereto up to and including the date which is 25 days

after the End of the Underwriting Period for the Bonds, the portions of the Official Statement so supplemented or amended (including any financial and statistical data contained therein) will not contain any untrue statement of a material fact required to be stated therein or necessary to make the information therein in the light of the circumstances under which it was presented, not misleading.

(s) To the best of the Successor's Agency knowledge, the Oversight Board has duly adopted the Oversight Board Resolution and no further Oversight Board approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Official Statement.

(t) The Department of Finance of the State (the "**Department of Finance**") has issued a letter, dated _____, 2026, approving the issuance of the Bonds. No further Department of Finance approval or consent is required for the issuance of the Bonds or the consummation of the transactions described in the Official Statement. The Successor Agency has received its Finding of Completion from the Department of Finance pursuant to section 34179.7 of the Dissolution Act. Except as disclosed in the Official Statement, the Successor Agency is not aware of the Department of Finance directing or having any basis to direct the County Auditor-Controller to deduct unpaid unencumbered funds from future allocations to the Successor Agency pursuant to Section 34183 of the Dissolution Act.

(u) As of the time of acceptance hereof and as of the Closing Date, the Successor Agency has complied with the filing of all Recognized Obligation Payment Schedules as required by law.

5. *Covenants of the Successor Agency.* The Successor Agency covenants with the Underwriters as of the Closing Date as follows:

(a) The Successor Agency covenants and agrees that it will execute a continuing disclosure certificate, constituting an undertaking to provide ongoing disclosure about the Successor Agency, for the benefit of the owners of the Bonds as required by Section (b)(5)(i) of Rule 15c2-12, substantially in the form attached as an appendix to the Official Statement (the "**Continuing Disclosure Certificate**").

(b) The Successor Agency agrees to cooperate with the Representative in the preparation of any supplement or amendment to the Official Statement deemed necessary by the Underwriters to comply with Rule 15c2-12 and any applicable rule of the MSRB.

(c) If at any time prior to the Closing Date, any event occurs with respect to the Successor Agency as a result of which the Official Statement, as then amended or supplemented, might include an untrue statement of a material fact, or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Successor Agency shall promptly notify the Representative in writing of such event. Any information supplied by the Successor Agency for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any such fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) The Successor Agency will not knowingly take or omit to take any action, which action or omission will in any way cause the proceeds from the sale of the Bonds to be applied in a manner other than as provided in the Indenture or which would cause the interest on the Bonds to be includable in gross income of the owners of the Bonds for federal income tax purposes.

6. *Closing.* On [Closing Date], or at such other date and times as shall have been mutually agreed upon by the Successor Agency and the Representative (the "**Closing Date**"), the Successor Agency will deliver or cause to be delivered the Bonds to the Underwriters, and the Successor Agency shall deliver or cause to be delivered to the Underwriters the certificates, opinions and documents hereinafter mentioned, each of which shall be dated as of the Closing Date. The activities relating to the execution and delivery of the Bonds, opinions and other instruments as described in Section 8 of this Bond Purchase Agreement shall occur on the Closing Date, unless otherwise specified herein. The delivery of the certificates, opinions and documents as described herein shall be made at the offices Aleshire & Wynder, LLP, in Irvine, California ("**Bond Counsel**"), or at such other place as shall have been mutually agreed upon by the Successor Agency and the Representative. Such delivery is herein called the "**Closing**."

The Bonds will be prepared and physically delivered to the Trustee on the Closing Date in the form of a separate single fully registered bond for each of the maturities of the Bonds. The Bonds shall be registered in the name of the Cede & Co., as registered owner and nominee for DTC, New York, New York. The Bonds will be authenticated by the Trustee in accordance with the terms and provisions of the Indenture and shall be delivered to DTC prior to the Closing Date as required by DTC to assure delivery of the Bonds on the Closing Date. It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Representative to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Agreement.

At or before 8:30 a.m., Pacific Standard time, on the Closing Date, the Successor Agency will deliver, or cause to be delivered, the Bonds to DTC, in definitive form duly executed and authenticated by the Trustee, and the Representative will pay the Purchase Price of the Bonds by delivering to the Trustee, for the account of the Successor Agency a wire transfer in federal funds of the Purchase Price payable to the order of the Trustee, less the amounts remitted by the Representative to the Insurer as described in the third paragraph of Section 1(a).

7. *Establishment of Issue Price.*

(a) The Representative agrees to assist the Successor Agency in establishing the issue price of the Bonds and shall execute and deliver to the Successor Agency 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 B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Representative, the Successor Agency 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 Successor Agency 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. At or promptly after the execution of this Bond

Purchase Agreement, the Representative shall report to the Successor Agency 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 Representative agrees to promptly report to the Successor Agency 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 either (i) the Underwriters have sold all Bonds of that maturity or (ii) the 10% test has been satisfied as to the Bonds of that maturity, provided that, the Representative's reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Successor Agency or Bond Counsel. For purposes of this Section, if Bonds mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the Bonds.

(c) The Underwriters confirm that they have offered the Bonds to the public on or before the date of this Bond 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 Bond Purchase Agreement, the maturities, if any, of the Bonds for which the Underwriters represent 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 Bond Purchase Agreement) and (ii) the 10% test has not been satisfied and for which the Successor Agency and the Representative agree that the restrictions set forth in the next sentence shall apply, which will allow the Successor Agency 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 Underwriters 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 Underwriters have 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 Underwriters will advise the Successor Agency promptly after the close of the fifth (5th) business day after the sale date whether they have 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.

(d) The Representative 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 Representative 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 reasonable periodic intervals or otherwise upon request of the Representative

and (ii) to comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative,

(B) to promptly notify the Representative 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 Representative 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 Underwriters 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 Underwriters or the dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Underwriters or the dealer and as set forth in the related pricing wires.

(e) The Successor Agency acknowledges that, in making the representation set forth in this section, the Underwriters 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 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 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. The Successor Agency further acknowledges that the Underwriters shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement, to comply with its corresponding agreement to comply with the requirements for establishing 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.

(f) The Underwriters acknowledge 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:

(i) "public" means any person other than an underwriter or a related party,

(ii) "underwriter" means (A) any person that agrees pursuant to a written contract with the Successor Agency (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);

(iii) 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

(iv) "sale date" means the date of execution of this Bond Purchase Agreement by all parties.

8. *Closing Conditions.* The obligations of the Underwriters hereunder shall be subject to the performance by the Successor Agency of its obligations hereunder at or prior to the Closing Date and are also subject to the following conditions:

(a) the representations, warranties and covenants of the Successor Agency contained herein shall be true and correct in all material respects as of the Closing Date;

(b) as of the Closing Date, there shall have been no material adverse change in the financial condition of the Successor Agency since June 30, 2025;

(c) as of the Closing Date, all official action of the Successor Agency relating to this Bond Purchase Agreement, the Continuing Disclosure Certificate, the Escrow Agreements and the Indenture shall be in full force and effect;

(d) as of the Closing Date, the Representative shall receive the following certificates, opinions and documents, in each case satisfactory in form and substance to the Representative and its counsel:

(i) a copy of the Indenture, as duly executed and delivered by the Successor Agency and the Trustee;

(ii) a copy of the Continuing Disclosure Certificate, as duly executed and delivered by the Successor Agency;

(iii) copies of the Escrow Agreements, as duly executed and delivered by the Successor Agency and the Escrow Bank;

(iv) the opinion of Bond Counsel, dated the Closing Date and addressed to the Successor Agency, in the form attached as Appendix C to the Official Statement and a reliance letter, dated the Closing Date and addressed to the Underwriters which shall include a statement that the opinion substantially in the form attached as Appendix C to the Official Statement may be relied upon by the Underwriters to the same extent as if such opinion was addressed to them;

(v) a certificate, dated the Closing Date, of the Successor Agency executed by its Executive Director (or other duly appointed officer of the Successor Agency authorized by the Successor Agency by resolution of the Successor Agency) to the effect that (A) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Successor Agency or, to the knowledge of the Executive Director, threatened against or affecting the Successor Agency to restrain or enjoin the Successor Agency's participation in, or in any way contesting the existence of the Successor Agency or the powers of the Successor Agency with respect to, the transactions contemplated by the Escrow Agreements, this Bond Purchase Agreement, the Continuing Disclosure Certificate or the Indenture, and consummation of such transactions; (B) the representations and warranties of the Successor Agency contained in this Bond Purchase Agreement are true and correct in all material respects, and the Successor Agency has complied, in all material respects, with all agreements and covenants and satisfied all conditions to be satisfied at or prior to the Closing Date as contemplated by the Indenture and this Bond Purchase Agreement; (C) to the best knowledge of such officer, no event affecting the Successor Agency has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement or amendment thereto which event should be disclosed in the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and (D) no further consent is required to be obtained for the inclusion of the Audited Financial Statements of the City for the Fiscal Year End June 30, 2025, as Appendix E to the Official Statement;

(vi) an opinion of the City Attorney, as counsel to the Successor Agency, dated the Closing Date, addressed to the Underwriters and the Successor Agency, in form and substance acceptable to each of them, dated the date of the Closing, to the following effect:

(A) The Successor Agency is a public entity, duly organized and validly existing under the laws of the State;

(B) The execution and delivery of the Indenture, the Continuing Disclosure Certificate, the Escrow Agreements, and this Bond Purchase Agreement have been duly approved by the Successor Agency Resolutions adopted by the Agency Board at meetings duly called and held in accordance pursuant to law and with all public notice required by law and at each of which a quorum of the members of the Successor Agency was continuously present, and the Successor Resolutions are in full force and effect and have not been modified, amended or rescinded;

(C) Except as described in the Official Statement, there is no litigation pending against the Successor Agency and notice of which has been served on the Successor Agency, or to the best of such counsel's knowledge after due inquiry, threatened against the Successor Agency, which: (1) challenges the right or title of any member or officer of the Successor Agency to hold his or her respective office or exercise or perform the powers and duties pertaining thereto; (2) challenges the validity or enforceability of the Bonds, the Indenture, the Escrow Agreements, the Continuing Disclosure Certificate, or the Bond Purchase Agreement; (c) seeks to restrain or enjoin the issuance and sale of the Bonds, the adoption or effectiveness of the Resolution and Indenture, or the execution and delivery by the Successor Agency of, or the performance by the Successor Agency of its obligations under the Bonds, the Indenture, the Escrow Agreements, the Continuing Disclosure Certificate, or the Bond Purchase Agreement; or (d) if determined adversely to the Successor Agency or its interests, would have a material and adverse effect upon the financial condition, assets, properties or operations of the Successor Agency; and

(D) The execution and delivery by the Successor Agency of, and the performance by the Successor Agency of its obligations under, the Bonds, the Indenture, the Escrow Agreements, the Continuing Disclosure Certificate, and the Bond Purchase Agreement, do not in any material respect conflict with, violate or constitute a default under any provision of any law, court order or decree or any contract, instrument or agreement to which the Successor Agency is a party or by which it is bound.

(vii) an opinion of counsel to the Trustee, dated the Closing Date and addressed to the Successor Agency and the Underwriters, to the effect that:

(A) The Trustee is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer the trust created under the Indenture;

(B) The Indenture has been duly authorized, executed and delivered by the Trustee and the Indenture constitutes a legal, valid and binding obligation of the Trustee enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Trustee that has not been obtained is or will be required for the execution and delivery by the Trustee of the Indenture or the consummation of the transactions on the part of the Trustee contemplated by the Indenture;

(viii) an opinion of counsel to the Escrow Bank, dated the Closing Date and addressed to the Successor Agency and the Underwriters, to the effect that:

(A) The Escrow Bank is a national banking association organized and existing under the laws of the United States of America, having full power to enter into, accept and administer its obligations created under the Escrow Agreements;

(B) The Escrow Agreements have been duly authorized, executed and delivered by the Escrow Bank and the Escrow Agreements constitute the legal, valid and binding obligations of the Escrow Bank enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles, if equitable remedies are sought; and

(C) No consent, approval, authorization or other action by any governmental or regulatory authority having jurisdiction over the Escrow Banks that has not been obtained is or will be required for the execution and delivery by the Escrow Bank of the Escrow Agreements or the consummation of the transactions on the part of the Escrow Bank contemplated by the Escrow Agreements;

(ix) a certificate, dated the Closing Date, of the Trustee, signed by a duly authorized officer of the Trustee, to the effect that (A) the Trustee is duly organized and validly existing as a national banking association, with full corporate power to undertake the obligations of the Indenture; (B) the Trustee has duly authorized, executed and delivered the Indenture and by all proper corporate action has authorized the acceptance of the trust of the Indenture; and (C) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Trustee (either in state or federal courts), or to the knowledge of the Trustee threatened against the Trustee which would restrain or enjoin the execution or delivery of the Indenture, or which would affect the validity or enforceability of the Indenture, or the Trustee's participation in, or in any way contesting the powers or the authority of the Trustee with respect to, the transactions contemplated by the Indenture, or any other agreement, document or certificate related to such transactions;

(x) a certificate, dated the Closing Date, of the Escrow Bank, signed by a duly authorized officer of the Escrow Bank, to the effect that (A) the Escrow Bank is duly organized and validly existing as a national banking association, with full corporate power to undertake of its obligations under the Escrow Agreements; (B) the Escrow Bank has duly authorized, executed and delivered the Escrow Agreements and by all proper corporate action has authorized the acceptance of the obligations of the Escrow Bank under the Escrow Agreements; and (C) there is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body which has been served on the Escrow Bank (either in state or federal courts), or to the knowledge of the Escrow Bank threatened against the Escrow Bank which would restrain or enjoin the execution or delivery of the Escrow Agreements, or which would affect the validity or enforceability of the Escrow Agreements or the Escrow Bank's participation in, or in any way contesting the powers or the authority of the Escrow Bank with respect to, the transactions contemplated by the Escrow

Agreements, or any other agreement, document or certificate related to such transactions;

(xi) a supplemental opinion of Bond Counsel addressed to the Underwriters, in form and substance acceptable to each of them, dated the date of Closing, to the following effect:

(A) this Bond Purchase Agreement has been duly authorized, executed and delivered by the Successor Agency, and assuming the valid execution and delivery by the other parties thereto, is valid and binding upon the Successor Agency, subject to the laws relating to bankruptcy, insolvency, reorganization of creditors' rights generally and to the application of equitable principles;

(B) the statements contained in the Official Statement under the captions "THE SERIES 2026 BONDS" (excluding "— Book-Entry System"), "SECURITY FOR THE SERIES 2026 BONDS," "TAX MATTERS" "APPENDIX B – SUMMARY OF THE INDENTURE and "APPENDIX C—FORM OF BOND COUNSEL OPINION" thereto are accurate insofar as such statements purport to expressly summarize certain provisions of the Bonds, the Indenture and Bond Counsel's opinion concerning federal tax matters relating to the Bonds; and

(C) the Bonds are exempt from registration pursuant to Section 3(a)(2) of the Securities Act of 1933, as amended, and the Indenture is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended;

(xii) the opinion of Kutak Rock LLP, counsel to the Underwriters, addressed to the Underwriters and dated the Closing Date, in form and substance satisfactory to the Underwriters;

(xiii) a Tax Certificate in the form satisfactory to Bond Counsel;

(xiv) the final Official Statement executed by an authorized officer of the Successor Agency;

(xv) certified copies of the Successor Agency Resolutions and the Oversight Board Resolution;

(xvi) specimen Bonds;

(xvii) evidence that the federal tax information form 8038-G with respect to the Bonds has been prepared by Bond Counsel for filing;

(xviii) a verification report of Causey Public Finance, LLC, as to the sufficiency to pay in full the redemption price of the Refunded Obligations of the moneys in the escrow accounts created under the Escrow Agreements;

(xix) a copy of the Insurance Policy and a copy of the Reserve Policy;

(xx) an opinion of counsel to the Insurer, addressed to the Successor Agency and the Underwriters to the effect that:

(A) the descriptions of the Insurer, the Insurance Policy and the Reserve Policy included in the Official Statement are accurate;

(B) the Insurance Policy and the Reserve Policy constitute the legal, valid and binding obligations of the Insurer, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws or equitable principles relating to or limiting creditor's rights generally and by the application of equitable principles if equitable remedies are sought, and

(C) as to such other matters as the Successor Agency or the Representative may reasonably request;

(xxi) a certificate of the Insurer, signed by an authorized officer of the Insurer, to the effect that:

(A) the information contained in the Official Statement relating to the Insurer, the Insurance Policy, and the Reserve Policy is true and accurate and

(B) as to such other matters as the Successor Agency or the Representative may reasonably request;

(xxii) satisfactory evidence that the Bonds have been assigned the ratings as set forth in the Official Statement;

(xxiii) a certificate of an officer of HdL Coren & Cone (the "**Fiscal Consultant**"), dated the Closing Date, addressed to the Successor Agency and the Underwriters, to the effect that, to the best of its knowledge, the assessed valuations and other fiscal information contained in the Official Statement, including such firm's Fiscal Consultant's Report attached thereto as Appendix A, are presented fairly and accurately, and consenting to the use of their report as Appendix A to the Preliminary Official Statement and the Official Statement;

(xxiv) evidence of required filings with the California Debt and Investment Advisory Commission;

(xxv) a defeasance opinion of Bond Counsel with respect to the Refunded Obligations, dated the Closing Date and addressed to the Successor Agency, the Trustee, the Insurer and the Underwriters, in form and substance satisfactory to the Underwriters;

(xxvi) a letter of Stradling Yocca Carlson & Rauth LLP, as disclosure counsel to the Successor Agency, dated the Closing Date and addressed to the Successor Agency and the Underwriters stating that based upon its participation in the preparation of the Preliminary Official Statement and the Official Statement and without having undertaken to determine independently the fairness, accuracy or

completeness of the statements contained in the Preliminary Official Statement and the Official Statement, such counsel has no reason to believe that, the Preliminary Official Statement as of its date and as of the date of this Bond Purchase Agreement and the Official Statement as of its date and as of the Closing Date, the Preliminary Official Statement contained or the Official Statement (excluding therefrom any information relating to the Insurer, the Insurance Policy, the Reserve Policy, DTC and its book-entry system included therein, and CUSIP numbers, financial, accounting, statistical, economic, engineering or demographic data or forecasts, numbers, charts, tables, graphs, estimates, projections, assumptions or expressions of opinion, any determinations regarding valuation, real estate, and environmental matters, or any basis therefor, and any information therein under the caption "CONCLUDING INFORMATION - Underwriting" and the information included in the appendices thereto, as to which no opinion need be expressed) contains any untrue statement of a material fact or omitted 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; and

(xxvii) such additional legal opinions, certificates, instruments and other documents as the Representative may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing Date of the representations and warranties of the Successor Agency contained in this Bond Purchase Agreement and the due performance or satisfaction by the Successor Agency at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Successor Agency pursuant to this Bond Purchase Agreement.

9. *Termination.* The Underwriters shall have the right to cancel their obligations to purchase the Bonds if between the date hereof and the Closing Date:

(a) a decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or recommended to the Congress of the United States for passage by the President of the United States, or be enacted or a decision by a federal court of the United States or the United States Tax Court shall have been rendered, or a ruling, release, order, regulation or offering circular by or on behalf of the United States Treasury Department, the Internal Revenue Service or other governmental agency shall have been made or proposed to be made having the purpose or effect, or any other action or event shall have occurred which has the purpose or effect, directly or indirectly, of adversely affecting the federal income tax consequences of owning the Bonds, including causing interest on the Bonds to be included in gross income of the owners of the Bonds for purposes of federal income taxation, or imposing federal income taxation upon revenues or other income of the general character to be derived by the Successor Agency or by any similar body under the Indenture or similar documents or upon interest received on obligations of the general character of the Bonds which, in the reasonable opinion of the Representative, materially adversely affects the market price of or market for the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(b) legislation shall have been enacted, or considered for enactment with an effective date prior to the Closing Date, or a decision by a court of the United States shall

have been rendered, the effect of which is that of the Bonds, including any underlying obligations, or the Indenture, as the case may be, are not exempt from the registration, qualification or other requirements of the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(c) a stop order, ruling, regulation or offering circular by the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall have been issued or made or any other event occurs, the effect of which is that the issuance, offering or sale of the Bonds, including any underlying obligations, or the delivery or performance of the Indenture, the Escrow Agreements or the Continuing Disclosure Certificate, as contemplated hereby or by the Official Statement, is or would be in violation of any provisions of the federal securities laws, including the Securities Act of 1933, as amended and as then in effect, the Securities Exchange Act of 1934, as amended and as then in effect, or the Trust Indenture Act of 1939, as amended and as then in effect; or

(d) 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

(e) any event shall have occurred or any information shall have become known to the Underwriters which causes the Underwriters to reasonably believe that the Official Statement as then amended or supplemented includes an untrue statement of a material fact, or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; or

(f) there shall be in force a general suspension of trading on the New York Stock Exchange, the effect of which on the financial markets of the United States is such as, in the reasonable judgment of the Representative, would materially adversely affect the market for or market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds; or

(g) a general banking moratorium shall have been declared by federal, New York or California authorities; or

(h) any proceeding shall be pending or threatened by the Securities and Exchange Commission against the Successor Agency; or

(i) additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; or

(j) the New York Stock Exchange or other national securities exchange, or any governmental or regulatory 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 Underwriters; or

(k) there shall exist any event which in the reasonable opinion of the Representative that either: (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement; or (ii) is not reflected in the Official Statement but should be reflected therein to make the statements and information contained therein not misleading in any material respect; or

(l) there shall have occurred or any notice shall have been given of any intended downgrade, suspension, withdrawal or negative change in credit watch status by any national credit agency of the Insurer; or

(m) a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred; or

(n) any rating of the Bonds shall have been downgraded, suspended or withdrawn or placed on negative outlook or negative watch by a national rating service, which, in the Representative's reasonable opinion, materially adversely affects the marketability or market price of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds.

10. *Contingency of Obligations.* The obligations of the Successor Agency hereunder are subject to the performance by the Underwriters of their obligations hereunder.

11. *Duration of Representations, Warranties, Agreements and Covenants.* All representations, warranties, agreements and covenants of the Successor Agency shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Underwriters or the Successor Agency and shall survive the Closing Date.

12. *Expenses.* (a) Except as set forth below and only upon the issuance of the Bonds, the Successor Agency will pay or cause to be paid all reasonable expenses incident to the performance of its obligations under this Bond Purchase Agreement, including, but not limited to, execution and delivery of the Bonds, costs of printing the Bonds, printing, distribution and delivery of the Preliminary Official Statement, the Official Statement and any amendment or supplement thereto, the fees and disbursements of Bond Counsel, Disclosure Counsel, and counsel to the Successor Agency, the fees and expenses of the Successor Agency's accountants, fees of the Municipal Advisor, fees of the Fiscal Consultant, any fees charged by rating agencies for the rating of the Bonds and fees of the Trustee and the Escrow Bank. In the event this Bond Purchase Agreement shall terminate because of the default of the Underwriters, the Successor Agency will, nevertheless, pay, or cause to be paid, all of the expenses specified above.

(b) The Underwriters shall pay the fees and expenses of their counsel, all advertising expenses incurred in connection with the public offering of the Bonds, fees of the California Debt and Investment Advisory Commission, CUSIP fees and all other expenses incurred by it in connection with the public offering and distribution of the Bonds (including out-of-pocket expenses and related regulatory expenses).

13. *Notices.* Any notice or other communication to be given to the Successor Agency under this Bond Purchase Agreement may be given by delivering the same in writing to the Executive Director at the address referenced above and any notice or other communication to be given to the Representative under this Bond Purchase Agreement may be given by delivering the

same in writing to Oppenheimer & Co. Inc., 135 Main Street, Suite 1700, San Francisco, California 94105, Attention: Municipal Capital Markets Group.

14. *Parties in Interest.* This Bond Purchase Agreement is made solely for the benefit of the Successor Agency and the Underwriters (including the successors or assigns of the Underwriters) and no other person, including any purchaser of the Bonds, shall acquire or have any right hereunder or by virtue hereof.

15. *Governing Law.* This Bond Purchase Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to contracts made and performed in California.

16. *Headings.* The headings of the paragraphs of this Bond Purchase Agreement are inserted for convenience of reference only and shall not be deemed to be a part hereof.

17. *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.

18. *Effectiveness.* This Bond Purchase Agreement shall become effective upon its acceptance hereof by the Successor Agency.

19. *Counterparts.* This Bond Purchase Agreement may be executed in several counterparts which together shall constitute one and the same instrument.

Very truly yours,

OPPENHEIMER & CO. INC., as
Representative of the Underwriters

By_____
Authorized Representative

The foregoing is hereby agreed to and accepted as of the date first above written:

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

By_____
Authorized Officer

Time of Execution: _____
California time

EXHIBIT A TO THE
BOND PURCHASE AGREEMENT

$_____
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS
TAX ALLOCATION REFUNDING BONDS, SERIES 2026

MATURITY SCHEDULE

Maturity (October 1)	Principal Amount	Interest Rate	Yield	Price	10% Test Satisfied*	10% Test Not Satisfied	Subject to Hold-The-Offering-Price Rule
2026							
2027							
2028							
2029							
2030							
2031							
2032							
2033							
2034							
2035							
2036							
2037							
20__ (T)							

(T) Term Bond.

(C) Priced to the optional redemption date of October 1, 20__ at [par].

* 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

FORM OF ISSUE PRICE CERTIFICATE

$_____
SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS
TAX ALLOCATION REFUNDING BONDS, SERIES 2026

FORM OF ISSUE PRICE CERTIFICATE

[TO COME FROM BOND COUNSEL]

ATTACHMENT 5

ESCROW DEPOSIT AND TRUST AGREEMENTS

ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS,

THE PERRIS PUBLIC FINANCING AUTHORITY,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Escrow Bank and 2015A Trustee

Dated as of August 1, 2026

Relating to the Payment and Redemption of the

$21,590,000 (initial principal)
Perris Public Financing Authority
Tax Allocation Revenue Refunding Bonds, 2015 Series A,
and the Cancellation and Discharge of the Related 2015A Loans

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT, dated as of August 1, 2026, by and among the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, a public body corporate and politic organized and existing under the laws of the State of California (the "Agency"), the PERRIS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow bank and as trustee for the 2015A Bonds described below (the "Escrow Bank"):

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California), the City Council of the City of Perris (the "City") created the former Redevelopment Agency of the City of Perris (the "Former Agency"); and

WHEREAS, prior to dissolution described below, the Former Agency was a redevelopment agency, a public body corporate and politic duly created, established and authorized to transact business and exercise powers under the Redevelopment Law, including the power to incur indebtedness and issue bonds for the purpose of financing redevelopment activities; and

WHEREAS, the Former Agency established project areas for the purpose of financing redevelopment activities within the City, including the Redevelopment Project - 1987, the Redevelopment Project -1994, and the Central Perris and North Perris Redevelopment Project (collectively, the "Project Areas"); and

WHEREAS, the Authority has previously issued its Tax Allocation Revenue Refunding Bonds, 2015 Series A (the "2015A Bonds"), in the original principal amount of $21,590,000, and such 2015A Bonds are currently outstanding in the aggregate principal amount of $[_____], maturing, bearing interest and subject to redemption as set forth on Schedule A attached hereto; and

WHEREAS, the 2015A Bonds were issued pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and pursuant to an Indenture of Trust, dated as of July 1, 2015 (the "2015A Indenture"), by and between the Authority and U.S. Bank National Association, as trustee; and

WHEREAS, the proceeds of the 2015A Bonds were loaned by the Authority to the Agency pursuant to the Loan Agreement (Redevelopment Project -1987), dated as of July 1, 2015, the Loan Agreement (Redevelopment Project -1994), dated as of July 1, 2015, the Loan Agreement (Central Perris and North Perris Redevelopment Project), dated as of July 1, 2015, and the Housing Fund Loan Agreement, dated as of July 1, 2015 (collectively, the "2015A Loan Agreements"), and the obligations thereunder are collectively referred to herein as the "2015A Loans"; and

WHEREAS, on June 29, 2011, the Legislature adopted Assembly Bill X1 26 ("AB1X 26"), which dissolved all redevelopment agencies in the State of California as of February 1, 2012, and thereafter the Legislature adopted Assembly Bill 1484 and subsequent clean-up legislation, including provisions authorizing successor agencies to refund certain obligations under Health and Safety Code Section 34177.5; and

WHEREAS, pursuant to Health and Safety Code Section 34173, the Agency is the successor agency to the Former Agency and is authorized to wind up the affairs of the Former Agency and to satisfy enforceable obligations of the Former Agency; and

WHEREAS, the Agency has determined that it is in the best interests of the Agency and the affected taxing entities to refund the 2015A Bonds and to prepay, cancel and discharge the 2015A Loans; and

WHEREAS, Health and Safety Code Section 34177.5 authorizes successor agencies to refund outstanding bonds and other indebtedness, subject to the savings and sizing limitations set forth therein; and

WHEREAS, the Agency has determined to prepay and cancel the outstanding balance of the 2015A Loans, and the Authority has determined to provide for the redemption and discharge of the outstanding 2015A Bonds; and

WHEREAS, to obtain funds to deposit in trust for the payment, redemption and discharge of the outstanding 2015A Bonds, and to provide for the prepayment, cancellation and discharge of the 2015A Loans, the Agency has determined to issue its Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026 (the "Series 2026 Bonds") pursuant to an Indenture of Trust, dated as of August 1, 2026 (the "2026 Indenture"), by and between the Agency and U.S. Bank Trust Company, National Association, as trustee; and

WHEREAS, a portion of the proceeds of the Series 2026 Bonds, together with certain other available funds, including amounts transferred from funds and accounts held under the 2015A Indenture and the 2015A Loan Agreements, are to be deposited with the Escrow Bank pursuant to this Escrow Agreement; and

WHEREAS, the 2015A Indenture provides for the payment, redemption and discharge of the 2015A Bonds prior to maturity by the setting apart of money in a trust to provide for the payment or redemption thereof; and

WHEREAS, the 2015A Bonds mature, bear interest and are callable as set forth on Schedule A attached hereto; and

WHEREAS, pursuant to the 2015A Indenture, the Authority may provide for the payment of the 2015A Bonds by depositing in trust with the trustee to be held by the Escrow Bank, as escrow agent, moneys in an amount sufficient to pay when due the principal of, redemption premium, if any, and interest on the 2015A Bonds to and on the Redemption Date; and

WHEREAS, upon the deposit of amounts required hereunder and the giving of notice of redemption for the 2015A Bonds, the Agency and the Authority desire to provide for the payment and redemption of the 2015A Bonds and the concurrent prepayment, cancellation and discharge of the 2015A Loans; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Certain Definitions. Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Escrow Agreement, have the meanings herein specified. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the 2015A Indenture and the 2015A Loan Agreements.

"Escrow Agreement" means this Escrow Deposit and Trust Agreement, dated as of August 1, 2026, by and among the Agency, the Authority and the Escrow Bank relating to the 2015A Bonds and the 2015A Loans.

"Escrow Fund" means the fund by that name as created in Section 5 hereof.

"Payment Date" means each date upon which principal of, redemption premium, if any, or interest on the 2015A Bonds is due upon redemption as shown on Schedule A attached hereto.

"Redemption Date" means [_____], or such other date designated in a written certificate of the Agency and the Authority delivered to the Escrow Bank prior to the giving of notice of redemption of the 2015A Bonds.

Section 2. Receipt of 2015A Indenture and 2015A Loan Agreements. The Escrow Bank hereby acknowledges receipt of a true and correct copy of the 2015A Indenture and the 2015A Loan Agreements. Reference herein to, or citation of, any provision of the 2015A Indenture or the 2015A Loan Agreements shall in no way be deemed to incorporate the same into this Escrow Agreement, provided that such reference shall be made solely for the purpose of describing rights and obligations being defeased, redeemed, prepaid, canceled or discharged pursuant hereto.

Section 3. Appointment of Escrow Bank. The Authority and the Agency hereby appoint the Escrow Bank as escrow agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment. The Escrow Bank shall perform and carry out all of the rights, duties and obligations expressly imposed upon it by this Escrow Agreement.

Section 4. Instruction of 2015A Trustee. The Authority and the Agency hereby instruct the Escrow Bank, as 2015A Trustee, to transfer on the Closing Date to the Escrow

Fund (a) $[_____] from the Reserve Fund established under the 2015A Indenture, (b) $[_____] from the Special Fund and any other available funds and accounts established under the 2015A Loan Agreements, including the Housing Loan Payment Account, to the extent available and allocable to the 2015A Bonds and the 2015A Loans, and (c) such other amounts, if any, as are specified in a Written Request of the Agency and the Authority delivered on or prior to the Closing Date. The Escrow Bank may conclusively rely on such Written Request in making such transfers.

Section 5. Establishment of Escrow Fund. There is hereby created by the Authority with, and to be held by, the Escrow Bank, as security for the payment of the principal of, redemption premium, if any, and interest on the 2015A Bonds, an irrevocable trust fund designated the "Escrow Fund." The Escrow Bank agrees to hold the Escrow Fund separate and apart from all other funds and accounts held by it and to administer the Escrow Fund strictly in accordance with the terms of this Escrow Agreement.

Section 6. Deposit into Escrow Fund; Investment of Amounts.

Concurrently with the execution of this Escrow Agreement, there is hereby deposited with the Escrow Bank in the Escrow Fund, in connection with the refunding of the 2015A Bonds and the prepayment and discharge of the 2015A Loans, (a) proceeds of the Series 2026 Bonds in the amount of $[_____], (b) the amounts transferred pursuant to Section 4 hereof, and (c) such other moneys of the Agency or the Authority as may be identified in a Written Request of the Agency and the Authority. The Escrow Bank hereby acknowledges receipt of such amounts for deposit in the Escrow Fund.

An amount equal to $[_____] shall be held in the Escrow Fund uninvested. The Escrow Bank shall use such amounts held in the Escrow Fund to pay the principal of, redemption premium, if any, and interest due on the 2015A Bonds on the Payment Dates set forth in Schedule A. Except as otherwise directed in a Written Request of the Agency and the Authority, all moneys held in the Escrow Fund shall remain uninvested.

The Escrow Bank shall hold uninvested moneys deposited into the Escrow Fund pursuant to the preceding paragraph. Moneys held by the Escrow Bank in the Escrow Fund are solely for the uses and purposes set forth herein and are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the 2015A Bonds. Upon the deposit of moneys in the Escrow Fund in the amounts and for the purposes specified herein, the 2015A Bonds shall be deemed defeased and no longer outstanding under the 2015A Indenture except for the payment of the principal thereof, redemption premium, if any, and interest thereon from the Escrow Fund, and the 2015A Loans shall be deemed prepaid, canceled and discharged in accordance with this Escrow Agreement and the related written directions of the Agency and the Authority.

[_____], independent certified public accountants, shall confirm in a Cash Flow and Yield Verification Report delivered to the Escrow Bank, the Agency, the Authority and other parties to the refunding proceedings, that the moneys deposited in the Escrow Fund, together with the scheduled investment earnings thereon, if any, will be at least sufficient to pay, when due, the principal of, redemption premium, if any, and interest

on the 2015A Bonds described in Schedule A. No separate verification report shall be required as to the 2015A Loans if such loans are discharged solely by reason of the redemption and defeasance of the 2015A Bonds and the deposit of moneys pursuant to this Escrow Agreement.

Upon payment in full of all of the principal of, redemption premium, if any, and interest on the 2015A Bonds on the Redemption Date, all funds remaining in the Escrow Fund shall, after payment of amounts due the Escrow Bank pursuant to Section 10 hereof, be transferred to the Agency or as otherwise directed in a Written Request of the Agency and the Authority, and this Escrow Agreement shall thereupon terminate as provided herein.

Section 7. Instructions as to Application of Deposit. The total amount of cash held in the Escrow Fund pursuant to Section 6 hereof shall be deemed to be and shall constitute the deposit permitted to be made by the Authority pursuant to the 2015A Indenture for the payment, redemption and discharge of the 2015A Bonds. The Agency and the Authority hereby irrevocably direct the Escrow Bank to apply the moneys in the Escrow Fund to pay the principal of, redemption premium, if any, and interest on the 2015A Bonds on the Payment Dates shown on Schedule A. Upon such redemption and payment, the Escrow Bank shall note the discharge of the 2015A Bonds and shall cooperate with the Agency and the Authority in evidencing the prepayment, cancellation and discharge of the 2015A Loans.

The Authority hereby directs the Escrow Bank, as trustee for the 2015A Bonds, to send written notice by first-class mail, postage prepaid, in the name of the Authority to the owner of each of the 2015A Bonds at the address appearing on the registration books of the Escrow Bank, not less than [thirty (30)] days prior to the Redemption Date, notifying such owners that the 2015A Bonds will be redeemed on the Redemption Date, and setting forth the information required by the 2015A Indenture. Such notice may be conditioned upon the deposit of sufficient funds in the Escrow Fund on or before the Redemption Date.

Section 8. Creation of Lien. The escrow created hereby shall be irrevocable. The owners of the 2015A Bonds are hereby given an express lien on, and security interest in, the moneys deposited in the Escrow Fund, and such moneys shall be applied solely to the payment of the principal of, redemption premium, if any, and interest on the 2015A Bonds. The Agency and the Authority covenant that they will not take any action inconsistent with the rights of the owners of the 2015A Bonds to the moneys in the Escrow Fund.

Section 9. Compensation to Escrow Bank. The Agency shall pay, or shall cause to be paid, to the Escrow Bank full compensation for its duties under this Escrow Agreement, including reasonable out-of-pocket costs such as publication costs, mailing costs, legal fees and expenses, and other costs and expenses incurred by the Escrow Bank in connection with the performance of its duties hereunder. The Agency further agrees to indemnify the Escrow Bank to the extent set forth in Section 11 hereof.

Section 10. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Agency or the Authority shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely conclusively upon the terms of this Escrow Agreement and upon any Written Request of the Agency and the Authority, certificate, opinion, notice or other document delivered to it hereunder which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the purchase of any permitted investments, the retention of such moneys and investments, the sufficiency of the Escrow Fund to accomplish the purposes intended hereby, or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Escrow Agreement.

The Agency and the Authority hereby assume liability for, and hereby agree, whether or not any of the transactions contemplated hereby are consummated, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, expenses and disbursements, including reasonable legal fees and expenses, of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Bank at any time in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the retention of such moneys and securities or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, except as a result of the negligence or willful misconduct of the Escrow Bank.

Section 11. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2015A Bonds then outstanding shall have been filed with the Escrow Bank. Notwithstanding the foregoing, this Escrow Agreement may be modified or amended without such consent if the Agency and the Authority deliver to the Escrow Bank an opinion of nationally recognized bond counsel to the effect that such amendment will not adversely affect the interests of the owners of the 2015A Bonds.

Section 12. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the principal of, redemption premium, if any, and interest on all 2015A Bonds have been paid; provided, however, that money held by the Escrow Bank in the Escrow Fund for the payment of principal of, redemption premium, if any, or interest on the 2015A Bonds and remaining unclaimed for two (2) years after the date when such principal, premium or interest has become due and payable shall, to the extent permitted by law, be repaid to the Agency, free from the trusts created hereby, upon written request

of the Agency, and thereafter the owners of the 2015A Bonds shall be entitled to look only to the Agency for payment thereof, and all liability of the Escrow Bank with respect to such moneys shall thereupon cease.

Section 13. Merger or Consolidation of Escrow Bank; Resignation of Escrow Bank. Any company into which the Escrow Bank 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 Escrow Bank may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Bank without the execution or filing of any paper or any further act. The Escrow Bank may at any time resign by giving thirty (30) days written notice to the Agency and the Authority. Upon receiving such notice of resignation, the Agency shall promptly appoint a successor escrow bank. If no successor is appointed within thirty (30) days after notice of resignation, the Escrow Bank may petition a court of competent jurisdiction for the appointment of a successor escrow bank.

Section 14. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 15. Notice of Escrow Bank, Agency and Authority. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Bank, which on the date hereof is located at:

U.S. Bank Trust Company, National Association
Global Corporate Trust Services
[633 West Fifth Street, 24th Floor]
[Los Angeles, California 90071]
Attn: [_____]

Any notice to or demand upon the Agency or the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, postage prepaid, to the Agency or the Authority, respectively, at 101 North D Street, Perris, California 92570, Attention: Executive Director, or at such other address as may be designated in writing by the Agency or the Authority to the Escrow Bank.

IN WITNESS WHEREOF, the Agency, the Authority and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

By _____
Chairperson

PERRIS PUBLIC FINANCING AUTHORITY

By _____
Chairperson

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Bank and 2015A Trustee

By _____
Authorized Officer

SCHEDULE A
PAYMENT AND REDEMPTION SCHEDULE OF 2015A BONDS

ESCROW DEPOSIT AND TRUST AGREEMENT

by and among the

SUCCESSOR AGENCY TO THE
REDEVELOPMENT AGENCY OF THE CITY OF PERRIS,

THE PERRIS PUBLIC FINANCING AUTHORITY,

and

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Escrow Bank and 2015B Trustee

Dated as of August 1, 2026

Relating to the Payment and Redemption of the

$23,120,000
Perris Public Financing Authority
Tax Allocation Revenue Refunding Bonds, 2015 Series B, and the Cancellation and Discharge of the Related 2015B Loans

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT, dated as of August 1, 2026, by and among the SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS, a public body corporate and politic organized and existing under the laws of the State of California (the "Agency"), the PERRIS PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority duly organized and existing under the laws of the State of California (the "Authority"), and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association duly organized and existing under the laws of the United States of America, as escrow bank and as trustee for the 2015B Bonds described below (the "Escrow Bank"):

WITNESSETH:

WHEREAS, pursuant to the Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State of California), the City Council of the City of Perris (the "City") created the former Redevelopment Agency of the City of Perris (the "Former Agency"); and

WHEREAS, prior to dissolution described below, the Former Agency was a redevelopment agency, a public body corporate and politic duly created, established and authorized to transact business and exercise powers under the Redevelopment Law, including the power to incur indebtedness and issue bonds for the purpose of financing redevelopment activities; and

WHEREAS, the Former Agency established project areas for the purpose of financing redevelopment activities within the City, including the Redevelopment Project - 1987, the Redevelopment Project -1994, and the Central Perris and North Perris Redevelopment Project (collectively, the "Project Areas"); and

WHEREAS, the Authority has previously issued its Tax Allocation Revenue Refunding Bonds, 2015 Series B (the "2015B Bonds"), in the original principal amount of $23,120,000, and such 2015B Bonds are currently outstanding in the aggregate principal amount of $[_____], maturing, bearing interest and subject to redemption as set forth on Schedule A attached hereto; and

WHEREAS, the 2015B Bonds were issued pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Bond Law") and pursuant to an Indenture of Trust, dated as of July 1, 2015 (the "2015B Indenture"), by and between the Authority and U.S. Bank National Association, as trustee; and

WHEREAS, the proceeds of the 2015B Bonds were loaned by the Authority to the Agency pursuant to the Subordinate Loan Agreement (Redevelopment Project -1987), dated as of July 1, 2015, the Subordinate Loan Agreement (Redevelopment Project -1994), dated as of July 1, 2015, and the Subordinate Loan Agreement (Central Perris and North Perris Redevelopment Project), dated as of July 1, 2015 (collectively, the "2015B Loan

Agreements"), and the obligations thereunder are collectively referred to herein as the "2015B Loans";

WHEREAS, on June 29, 2011, the Legislature adopted Assembly Bill X1 26 ("AB1X 26"), which dissolved all redevelopment agencies in the State of California as of February 1, 2012, and thereafter the Legislature adopted Assembly Bill 1484 and subsequent clean-up legislation, including provisions authorizing successor agencies to refund certain obligations under Health and Safety Code Section 34177.5; and

WHEREAS, pursuant to Health and Safety Code Section 34173, the Agency is the successor agency to the Former Agency and is authorized to wind up the affairs of the Former Agency and to satisfy enforceable obligations of the Former Agency; and

WHEREAS, the Agency has determined that it is in the best interests of the Agency and the affected taxing entities to refund the 2015B Bonds and to prepay, cancel and discharge the 2015B Loans; and

WHEREAS, Health and Safety Code Section 34177.5 authorizes successor agencies to refund outstanding bonds and other indebtedness, subject to the savings and sizing limitations set forth therein; and

WHEREAS, the Agency has determined to prepay and cancel the outstanding balance of the 2015B Loans, and the Authority has determined to provide for the redemption and discharge of the outstanding 2015B Bonds; and

WHEREAS, to obtain funds to deposit in trust for the payment, redemption and discharge of the outstanding 2015B Bonds, and to provide for the prepayment, cancellation and discharge of the 2015B Loans, the Agency has determined to issue its Successor Agency to the Redevelopment Agency of the City of Perris Tax Allocation Refunding Bonds, Series 2026 (the "Series 2026 Bonds") pursuant to an Indenture of Trust, dated as of August 1, 2026 (the "2026 Indenture"), by and between the Agency and U.S. Bank Trust Company, National Association, as trustee; and

WHEREAS, a portion of the proceeds of the Series 2026 Bonds, together with certain other available funds, including amounts transferred from funds and accounts held under the 2015B Indenture and the 2015B Loan Agreements, are to be deposited with the Escrow Bank pursuant to this Escrow Agreement; and

WHEREAS, the 2015B Indenture provides for the payment, redemption and discharge of the 2015B Bonds prior to maturity by the setting apart of money in a trust to provide for the payment or redemption thereof; and

WHEREAS, the 2015B Bonds mature, bear interest and are callable as set forth on Schedule A attached hereto; and

WHEREAS, pursuant to the 2015B Indenture, the Authority may provide for the payment of the 2015B Bonds by depositing in trust with the trustee to be held by the Escrow Bank, as escrow agent, moneys in an amount sufficient to pay when due the principal of,

redemption premium, if any, and interest on the 2015B Bonds to and on the Redemption Date; and

WHEREAS, upon the deposit of amounts required hereunder and the giving of notice of redemption for the 2015B Bonds, the Agency and the Authority desire to provide for the payment and redemption of the 2015B Bonds and the concurrent prepayment, cancellation and discharge of the 2015B Loans; and

WHEREAS, the Escrow Bank has full powers to act with respect to the irrevocable escrow created herein and to perform the duties and obligations to be undertaken pursuant to this Escrow Agreement.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises and covenants herein contained and for other valuable consideration, the parties hereto do hereby agree as follows:

Section 1. Certain Definitions. Unless the context otherwise requires, the terms defined in this section shall, for all purposes of this Escrow Agreement, have the meanings herein specified. Capitalized terms not otherwise defined herein shall have the meanings given such terms in the 2015B Indenture and the 2015B Loan Agreements.

"Escrow Agreement" means this Escrow Deposit and Trust Agreement, dated as of August 1, 2026, by and among the Agency, the Authority and the Escrow Bank relating to the 2015B Bonds and the 2015B Loans.

"Escrow Fund" means the fund by that name as created in Section 5 hereof.

"Payment Date" means each date upon which principal of, redemption premium, if any, or interest on the 2015B Bonds is due upon redemption as shown on Schedule A attached hereto.

"Redemption Date" means [_____], or such other date designated in a written certificate of the Agency and the Authority delivered to the Escrow Bank prior to the giving of notice of redemption of the 2015B Bonds.

Section 2. Receipt of 2015B Indenture and 2015B Loan Agreements. The Escrow Bank hereby acknowledges receipt of a true and correct copy of the 2015B Indenture and the 2015B Loan Agreements. Reference herein to, or citation of, any provision of the 2015B Indenture or the 2015B Loan Agreements shall in no way be deemed to incorporate the same into this Escrow Agreement, provided that such reference shall be made solely for the purpose of describing rights and obligations being defeased, redeemed, prepaid, canceled or discharged pursuant hereto.

Section 3. Appointment of Escrow Bank. The Authority hereby appoints the Escrow Bank as escrow agent for all purposes of this Escrow Agreement and in accordance with the terms and provisions of this Escrow Agreement, and the Escrow Bank hereby accepts such appointment. The Escrow Bank shall perform and carry out all of the rights, duties and obligations expressly imposed upon it by this Escrow Agreement.

Section 4. Instruction of 2015B Trustee. The Authority and the Agency hereby instruct the Escrow Bank, as 2015B Trustee, to transfer on the Closing Date to the Escrow Fund (a) $[_____] from the Reserve Fund established under the 2015B Indenture, (b) $[_____] from the Special Fund and any other available funds and accounts established under the 2015B Loan Agreements, to the extent available and allocable to the 2015B Bonds and the 2015B Loans, and (c) such other amounts, if any, as are specified in a Written Request of the Agency and the Authority delivered on or prior to the Closing Date. The Escrow Bank may conclusively rely on such Written Request in making such transfers.

Section 5. Establishment of Escrow Fund. There is hereby created by the Authority with, and to be held by, the Escrow Bank, as security for the payment of the principal of, redemption premium, if any, and interest on the 2015B Bonds, an irrevocable trust fund designated the "Escrow Fund." The Escrow Bank agrees to hold the Escrow Fund separate and apart from all other funds and accounts held by it and to administer the Escrow Fund strictly in accordance with the terms of this Escrow Agreement.

Section 6. Deposit into Escrow Fund; Investment of Amounts.

Concurrently with the execution of this Escrow Agreement, there is hereby deposited with the Escrow Bank in the Escrow Fund, in connection with the refunding of the 2015B Bonds and the prepayment and discharge of the 2015B Loans, (a) proceeds of the Series 2026 Bonds in the amount of $[_____], (b) the amounts transferred pursuant to Section 4 hereof, and (c) such other moneys of the Agency or the Authority as may be identified in a Written Request of the Agency and the Authority. The Escrow Bank hereby acknowledges receipt of such amounts for deposit in the Escrow Fund.

An amount equal to $[_____] shall be held in the Escrow Fund uninvested. The Escrow Bank shall use such amounts held in the Escrow Fund to pay the principal of, redemption premium, if any, and interest due on the 2015B Bonds on the Payment Dates set forth in Schedule A. Except as otherwise directed in a Written Request of the Agency and the Authority, all moneys held in the Escrow Fund shall remain uninvested.

The Escrow Bank shall hold uninvested moneys deposited into the Escrow Fund pursuant to the preceding paragraph. Moneys held by the Escrow Bank in the Escrow Fund are solely for the uses and purposes set forth herein and are hereby irrevocably pledged to the payment of the principal of, redemption premium, if any, and interest on the 2015B Bonds. Upon the deposit of moneys in the Escrow Fund in the amounts and for the purposes specified herein, the 2015B Bonds shall be deemed defeased and no longer outstanding under the 2015B Indenture except for the payment of the principal thereof, redemption premium, if any, and interest thereon from the Escrow Fund, and the 2015B Loans shall be deemed prepaid, canceled and discharged in accordance with this Escrow Agreement and the related written directions of the Agency and the Authority.

[_____], independent certified public accountants, shall confirm in a Cash Flow and Yield Verification Report delivered to the Escrow Bank, the Agency, the Authority and other parties to the refunding proceedings, that the moneys deposited in the

Escrow Fund, together with the scheduled investment earnings thereon, if any, will be at least sufficient to pay, when due, the principal of, redemption premium, if any, and interest on the 2015B Bonds described in Schedule A. No separate verification report shall be required as to the 2015B Loans if such loans are discharged solely by reason of the redemption and defeasance of the 2015B Bonds and the deposit of moneys pursuant to this Escrow Agreement.

Upon payment in full of all of the principal of, redemption premium, if any, and interest on the 2015B Bonds on the Redemption Date, all funds remaining in the Escrow Fund shall, after payment of amounts due the Escrow Bank pursuant to Section 10 hereof, be transferred to the Agency or as otherwise directed in a Written Request of the Agency and the Authority, and this Escrow Agreement shall thereupon terminate as provided herein.

Section 7. Instructions as to Application of Deposit. The total amount of cash held in the Escrow Fund pursuant to Section 6 hereof shall be deemed to be and shall constitute the deposit permitted to be made by the Authority pursuant to the 2015B Indenture for the payment, redemption and discharge of the 2015B Bonds. The Agency and the Authority hereby irrevocably direct the Escrow Bank to apply the moneys in the Escrow Fund to pay the principal of, redemption premium, if any, and interest on the 2015B Bonds on the Payment Dates shown on Schedule A. Upon such redemption and payment, the Escrow Bank shall note the discharge of the 2015B Bonds and shall cooperate with the Agency and the Authority in evidencing the prepayment, cancellation and discharge of the 2015B Loans.

The Authority hereby directs the Escrow Bank, as trustee for the 2015B Bonds, to send written notice by first-class mail, postage prepaid, in the name of the Authority to the owner of each of the 2015B Bonds at the address appearing on the registration books of the Escrow Bank, not less than [thirty (30)] days prior to the Redemption Date, notifying such owners that the 2015B Bonds will be redeemed on the Redemption Date, and setting forth the information required by the 2015B Indenture. Such notice may be conditioned upon the deposit of sufficient funds in the Escrow Fund on or before the Redemption Date.

Section 8. Creation of Lien. The escrow created hereby shall be irrevocable. The owners of the 2015B Bonds are hereby given an express lien on, and security interest in, the moneys deposited in the Escrow Fund, and such moneys shall be applied solely to the payment of the principal of, redemption premium, if any, and interest on the 2015B Bonds. The Agency and the Authority covenant that they will not take any action inconsistent with the rights of the owners of the 2015B Bonds to the moneys in the Escrow Fund.

Section 9. Compensation to Escrow Bank. The Agency shall pay, or shall cause to be paid, to the Escrow Bank full compensation for its duties under this Escrow Agreement, including reasonable out-of-pocket costs such as publication costs, mailing costs, legal fees and expenses, and other costs and expenses incurred by the Escrow Bank in connection with the performance of its duties hereunder. The Agency further agrees to indemnify the Escrow Bank to the extent set forth in Section 11 hereof.

Section 10. Liabilities and Obligations of Escrow Bank. The Escrow Bank shall have no obligation to make any payment or disbursement of any type or incur any financial liability in the performance of its duties under this Escrow Agreement unless the Agency or the Authority shall have deposited sufficient funds with the Escrow Bank. The Escrow Bank may rely conclusively upon the terms of this Escrow Agreement and upon any Written Request of the Agency and the Authority, certificate, opinion, notice or other document delivered to it hereunder which it reasonably believes to be genuine and to have been signed or presented by the proper party or parties.

The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys deposited therein, the purchase of any permitted investments, the retention of such moneys and investments, the sufficiency of the Escrow Fund to accomplish the purposes intended hereby, or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Escrow Agreement.

The Agency and the Authority hereby assume liability for, and hereby agree, whether or not any of the transactions contemplated hereby are consummated, to indemnify, protect, save and hold harmless the Escrow Bank and its respective successors, assigns, agents and servants from and against any and all liabilities, obligations, losses, damages, claims, actions, suits, costs, expenses and disbursements, including reasonable legal fees and expenses, of whatsoever kind and nature which may be imposed on, incurred by or asserted against the Escrow Bank at any time in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the acceptance of the moneys and securities deposited therein, the retention of such moneys and securities or any payment, transfer or other application of moneys or securities by the Escrow Bank in accordance with the provisions of this Escrow Agreement, except as a result of the negligence or willful misconduct of the Escrow Bank.

Section 11. Amendment. This Escrow Agreement may be modified or amended at any time by a supplemental agreement which shall become effective when the written consents of the owners of one hundred percent (100%) in aggregate principal amount of the 2015B Bonds then outstanding shall have been filed with the Escrow Bank. Notwithstanding the foregoing, this Escrow Agreement may be modified or amended without such consent if the Agency and the Authority deliver to the Escrow Bank an opinion of nationally recognized bond counsel to the effect that such amendment will not adversely affect the interests of the owners of the 2015B Bonds.

Section 12. Termination; Unclaimed Money. This Escrow Agreement shall terminate when the principal of, redemption premium, if any, and interest on all 2015B Bonds have been paid; provided, however, that money held by the Escrow Bank in the Escrow Fund for the payment of principal of, redemption premium, if any, or interest on the 2015B Bonds and remaining unclaimed for two (2) years after the date when such principal, premium or interest has become due and payable shall, to the extent permitted by law, be repaid to the Agency, free from the trusts created hereby, upon written request

of the Agency, and thereafter the owners of the 2015B Bonds shall be entitled to look only to the Agency for payment thereof, and all liability of the Escrow Bank with respect to such moneys shall thereupon cease.

Section 13. Merger or Consolidation of Escrow Bank; Resignation of Escrow Bank. Any company into which the Escrow Bank 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 Escrow Bank may sell or transfer all or substantially all of its corporate trust business, shall be the successor to the Escrow Bank without the execution or filing of any paper or any further act. The Escrow Bank may at any time resign by giving thirty (30) days written notice to the Agency and the Authority. Upon receiving such notice of resignation, the Agency shall promptly appoint a successor escrow bank. If no successor is appointed within thirty (30) days after notice of resignation, the Escrow Bank may petition a court of competent jurisdiction for the appointment of a successor escrow bank.

Section 14. Severability. If any section, paragraph, sentence, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 15. Notice of Escrow Bank, Agency and Authority. Any notice to or demand upon the Escrow Bank may be served and presented, and such demand may be made, at the principal corporate trust office of the Escrow Bank, which on the date hereof is located at:

U.S. Bank Trust Company, National Association
Global Corporate Trust Services
[633 West Fifth Street, 24th Floor]
[Los Angeles, California 90071]
Attn: [_____]

Any notice to or demand upon the Agency or the Authority shall be deemed to have been sufficiently given or served for all purposes by being mailed by registered or certified mail, postage prepaid, to the Agency or the Authority, respectively, at 101 North D Street, Perris, California 92570, Attention: Executive Director, or at such other address as may be designated in writing by the Agency or the Authority to the Escrow Bank.

IN WITNESS WHEREOF, the Agency, the Authority and the Escrow Bank have each caused this Escrow Agreement to be executed by their duly authorized officers all as of the date first above written.

SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PERRIS

By: _____
Chairperson

PERRIS PUBLIC FINANCING AUTHORITY

By: _____
Chairperson

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Escrow Bank and 2015B Trustee

By: _____
Authorized Officer

SCHEDULE A
PAYMENT AND REDEMPTION SCHEDULE OF 2015B Bonds

Payment Date	Principal	Interest	Redemption Premium	Total Payment
[Redemption Date]	$[_____]	$[_____]	$[_____]	$[_____]

ATTACHMENT 6

DEBT SERVICE SAVINGS REPORT

Debt Service Savings Analysis

Successor Agency to the Redevelopment Agency of the City of Perris
Tax Allocation Refunding Bonds, Series 2026A and 2026B
Current Refunding of 2015A and 2015B TABs

	2015A TABs Refunding 'AA-' Underlying [1][2]	2015B TABs Refunding 'AA-' Underlying [1][2]	Total 'A+' Underlying [1][2]
Refunding Bond Amount	$7,120,000.00	$10,635,000.00	$17,755,000.00
Par Refunded	10,625,000.00	$14,710,000.00	$25,335,000.00
Final Maturity	10/1/2031	10/1/2035	10/1/2039
Average Coupon of Refunded Bonds	4.15%	3.93%	3.99%
Average Coupon of Refunding Bonds	5.00%	5.00%	5.00%
True Interest Cost (effective rate)	3.04%	3.22%	3.17%
Net Present Value Savings ($)	550,095.48	945,224.60	1,495,320.08
Present Value Savings (%)	5.18%	6.43%	5.90%
Nominal Savings ($)	595,963.89	1,110,178.84	1,706,142.73
Average Annual Savings ($)[3]	119,192.78	123,353.20	189,571.41
Taxing Entities Share of Average Annual Savings:			
Perris General Fund	$16,472.44	$17,047.41	$26,198.77
County General	13,194.64	13,655.20	20,985.56
County Free Library	1,549.51	1,603.59	2,464.43
City of Perris Lighting	786.67	814.13	1,251.17
Perris School	3,027.50	3,133.17	4,815.11
Romoland School	71.52	74.01	113.74
Val Verde Unified	28,248.69	29,234.71	44,928.43
Perris Union HS	8,319.66	8,610.05	13,232.08
Riverside City Community College	5,590.14	5,785.27	8,890.90
San Jacinto JR College	1,847.49	1,911.97	2,938.36
Perris Area Elementary School Fund	15,018.29	15,542.50	23,886.00
Perris JR High Area Fund	10,024.11	10,374.00	15,942.96
Riverside County Office of Education	6,519.84	6,747.42	10,369.56
Riverside County Regional Park & Open Space	0.00	0.00	0.00
Flood Control Administration	250.30	259.04	398.10
Flood Control Zone 4	3,981.04	4,120.00	6,331.69
Perris Valley Cemetery	154.95	160.36	246.44
Eastern Municipal Water District Joint 33 & 37	3,540.03	3,663.59	5,630.27
Eastern Municipal Water District Improvement Dist. 7	0.00	0.00	0.00
Eastern Municipal Water District Improvement Dist. 13	560.21	579.76	890.99
Western Municipal Water 10th Fringe	11.92	12.34	18.96
San Jacinto Basin Resources Conservation	0.00	0.00	0.00
Total	$119,168.94	$123,328.53	$189,533.50

(1) Preliminary cash flows. Closing Date of 8/26/26; Market Conditions as of 4/6/26

(2) Refunding assumes Surety at 2.50%

(3) Beginning in 10/1/27. Average Annual Savings for each series are calculated as "Nominal Savings beginning in 10/1/27 divided by number of years with principal outstanding for each series". Amount will not add up to the Total Average

SOURCES AND USES OF FUNDS

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

Dated Date	08/26/2026
Delivery Date	08/26/2026

Sources:	*Refunding of 2015 A Bonds*	*Refunding of 2015 B Bonds*	*Total*
Bond Proceeds:			
Par Amount	7,120,000.00	10,635,000.00	17,755,000.00
Premium	447,178.20	966,026.25	1,413,204.45
	7,567,178.20	11,601,026.25	19,168,204.45
Other Sources of Funds:			
Prior Reserve Fund (12.30.24)	1,818,800.00	2,350,817.00	4,169,617.00
Debt Service Payment (10/1/2026)	1,578,243.75	1,237,121.88	2,815,365.63
	3,397,043.75	3,587,938.88	6,984,982.63
	10,964,221.95	15,188,965.13	26,153,187.08

Uses:	*Refunding of 2015 A Bonds*	*Refunding of 2015 B Bonds*	*Total*
Refunding Escrow Deposits:			
Cash Deposit	0.40	0.32	0.72
SLGS Purchases	10,788,394.00	14,932,106.00	25,720,500.00
	10,788,394.40	14,932,106.32	25,720,500.72
Delivery Date Expenses:			
Cost of Issuance	120,304.14	179,695.86	300,000.00
Underwriter's Discount	32,040.00	47,857.50	79,897.50
Surety (2.50%)	19,216.79	28,703.72	47,920.51
	171,560.93	256,257.08	427,818.01
Other Uses of Funds:			
Additional Proceeds	4,266.62	601.73	4,868.35
	10,964,221.95	15,188,965.13	26,153,187.08

BOND SUMMARY STATISTICS

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

	Refunding of 2015 A Bonds	*Refunding of 2015 B Bonds*	*Aggregate*
Dated Date	08/26/2026	08/26/2026	08/26/2026
Delivery Date	08/26/2026	08/26/2026	08/26/2026
First Coupon	10/01/2026	10/01/2026	10/01/2026
Last Maturity	10/01/2031	10/01/2035	10/01/2035
Arbitrage Yield	2.986119%	3.180818%	
True Interest Cost (TIC)	3.044051%	3.215937%	3.166463%
Net Interest Cost (NIC)	3.166935%	3.398002%	3.332557%
All-In TIC	3.683416%	3.603215%	3.626374%
Average Coupon	5.000000%	5.000000%	5.000000%
Average Life (years)	3.181	5.389	4.504
Weighted Average Maturity (years)	3.212	5.451	
Duration of Issue (years)	2.979	4.791	4.079
Par Amount	7,120,000.00	10,635,000.00	17,755,000.00
Bond Proceeds	7,567,178.20	11,601,026.25	19,168,204.45
Total Interest	1,132,361.11	2,865,697.92	3,998,059.03
Net Interest	717,222.91	1,947,529.17	2,664,752.08
Total Debt Service	8,252,361.11	13,500,697.92	21,753,059.03
Maximum Annual Debt Service	1,676,250.00	2,269,250.00	3,078,000.00
Average Annual Debt Service	1,618,991.83	1,484,046.18	2,391,175.95
Underwriter's Fees (per $1000)			
Average Takedown			
Other Fee	4.500000	4.500000	4.500000
Total Underwriter's Discount	4.500000	4.500000	4.500000
Bid Price	105.830593	108.633463	107.509473

Bond Component	*Par Value*	*Price*	*Average Coupon*	*Average Life*
Bond Component	17,755,000.00	107.959	5.000%	4.504
	17,755,000.00			4.504

BOND SUMMARY STATISTICS

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

	TIC	All-In TIC	Arbitrage Yield
Par Value	17,755,000.00	17,755,000.00	
+ Accrued Interest			
+ Premium (Discount)	1,413,204.45	1,413,204.45	
- Underwriter's Discount	-79,897.50	-79,897.50	
- Cost of Issuance Expense		-300,000.00	
- Other Amounts		-47,920.51	
Target Value	19,088,306.95	18,740,386.44	
Target Date	08/26/2026	08/26/2026	08/26/2026
Yield	3.166463%	3.626374%	

BOND DEBT SERVICE

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2027			530,184.03	530,184.03	
10/01/2027	2,095,000	5.000%	443,875.00	2,538,875.00	3,069,059.03
04/01/2028			391,500.00	391,500.00	
10/01/2028	2,295,000	5.000%	391,500.00	2,686,500.00	3,078,000.00
04/01/2029			334,125.00	334,125.00	
10/01/2029	2,405,000	5.000%	334,125.00	2,739,125.00	3,073,250.00
04/01/2030			274,000.00	274,000.00	
10/01/2030	2,530,000	5.000%	274,000.00	2,804,000.00	3,078,000.00
04/01/2031			210,750.00	210,750.00	
10/01/2031	2,570,000	5.000%	210,750.00	2,780,750.00	2,991,500.00
04/01/2032			146,500.00	146,500.00	
10/01/2032	1,975,000	5.000%	146,500.00	2,121,500.00	2,268,000.00
04/01/2033			97,125.00	97,125.00	
10/01/2033	2,075,000	5.000%	97,125.00	2,172,125.00	2,269,250.00
04/01/2034			45,250.00	45,250.00	
10/01/2034	1,300,000	5.000%	45,250.00	1,345,250.00	1,390,500.00
04/01/2035			12,750.00	12,750.00	
10/01/2035	510,000	5.000%	12,750.00	522,750.00	535,500.00
	17,755,000		3,998,059.03	21,753,059.03	21,753,059.03

SAVINGS

Perris Public Financing Authority
Refunding of 2015 A Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 08/26/2026 @ 2.9861191%
10/01/2026	1,578,243.75	1,578,243.75					
04/01/2027	182,618.75		182,618.75	212,611.11	-29,992.36		-29,466.11
10/01/2027	1,602,618.75		1,602,618.75	1,453,000.00	149,618.75	119,626.39	144,831.10
04/01/2028	160,431.25		160,431.25	146,125.00	14,306.25		13,644.74
10/01/2028	1,630,431.25		1,630,431.25	1,526,125.00	104,306.25	118,612.50	98,019.72
04/01/2029	136,543.75		136,543.75	111,625.00	24,918.75		23,072.41
10/01/2029	1,646,543.75		1,646,543.75	1,551,625.00	94,918.75	119,837.50	86,592.93
04/01/2030	111,062.50		111,062.50	75,625.00	35,437.50		31,853.50
10/01/2030	1,686,062.50		1,686,062.50	1,600,625.00	85,437.50	120,875.00	75,666.96
04/01/2031	71,687.50		71,687.50	37,500.00	34,187.50		29,832.44
10/01/2031	1,716,687.50	96,362.50	1,620,325.00	1,537,500.00	82,825.00	117,012.50	71,210.90
04/01/2032	30,562.50		30,562.50		30,562.50		25,890.33
10/01/2032	825,562.50	856,125.00	-30,562.50		-30,562.50		-25,509.46
04/01/2033	15,656.25		15,656.25		15,656.25		12,875.49
10/01/2033	850,656.25	866,312.50	-15,656.25		-15,656.25		-12,686.08
	12,245,368.75	3,397,043.75	8,848,325.00	8,252,361.11	595,963.89	595,963.89	545,828.86

Savings Summary

PV of savings from cash flow	545,828.86
Plus: Refunding funds on hand	4,266.62
Net PV Savings	550,095.48

SAVINGS

Perris Public Financing Authority
Refunding of 2015 B Bonds

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Annual Savings	Present Value to 08/26/2026 @ 3.1808181%
10/01/2026	1,237,121.88	1,237,121.88					
04/01/2027	262,721.88		262,721.88	317,572.92	-54,851.04		-53,826.94
10/01/2027	1,247,721.88		1,247,721.88	1,085,875.00	161,846.88	106,995.84	156,338.68
04/01/2028	247,331.25		247,331.25	245,375.00	1,956.25		1,860.09
10/01/2028	1,267,331.25		1,267,331.25	1,160,375.00	106,956.25	108,912.50	100,106.63
04/01/2029	230,118.75		230,118.75	222,500.00	7,618.75		7,019.20
10/01/2029	1,290,118.75		1,290,118.75	1,187,500.00	102,618.75	110,237.50	93,063.20
04/01/2030	210,906.25		210,906.25	198,375.00	12,531.25		11,186.47
10/01/2030	1,300,906.25		1,300,906.25	1,203,375.00	97,531.25	110,062.50	85,701.74
04/01/2031	190,468.75		190,468.75	173,250.00	17,218.75		14,893.43
10/01/2031	1,335,468.75		1,335,468.75	1,243,250.00	92,218.75	109,437.50	78,516.27
04/01/2032	169,000.00		169,000.00	146,500.00	22,500.00		18,856.90
10/01/2032	2,274,000.00		2,274,000.00	2,121,500.00	152,500.00	175,000.00	125,807.02
04/01/2033	126,900.00		126,900.00	97,125.00	29,775.00		24,178.76
10/01/2033	2,316,900.00		2,316,900.00	2,172,125.00	144,775.00	174,550.00	115,723.93
04/01/2034	83,100.00		83,100.00	45,250.00	37,850.00		29,781.24
10/01/2034	1,413,100.00		1,413,100.00	1,345,250.00	67,850.00	105,700.00	52,550.16
04/01/2035	56,500.00		56,500.00	12,750.00	43,750.00		33,354.12
10/01/2035	1,441,500.00	853,217.00	588,283.00	522,750.00	65,533.00	109,283.00	49,178.90
04/01/2036	28,800.00		28,800.00		28,800.00		21,274.46
10/01/2036	1,468,800.00	1,497,600.00	-28,800.00		-28,800.00		-20,941.41
	18,198,815.64	3,587,938.88	14,610,876.76	13,500,697.92	1,110,178.84	1,110,178.84	944,622.87

Savings Summary

PV of savings from cash flow	944,622.87
Plus: Refunding funds on hand	601.73
Net PV Savings	945,224.60

SUMMARY OF REFUNDING RESULTS

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

	Refunding of 2015 A Bonds	*Refunding of 2015 B Bonds*	*Total*
Dated Date	08/26/2026	08/26/2026	08/26/2026
Delivery Date	08/26/2026	08/26/2026	08/26/2026
Arbitrage Yield	2.986119%	3.180818%	
Escrow Yield	3.836270%	3.836270%	
Value of Negative Arbitrage	-7,266.92	-7,750.29	-15,017.21
Bond Par Amount	7,120,000.00	10,635,000.00	17,755,000.00
True Interest Cost	3.044051%	3.215937%	3.166463%
Net Interest Cost	3.166935%	3.398002%	3.332557%
Average Coupon	5.000000%	5.000000%	5.000000%
Average Life	3.181	5.389	4.504
Par amount of refunded bonds	10,625,000.00	14,710,000.00	25,335,000.00
Average coupon of refunded bonds	4.154366%	3.925675%	3.993487%
Average life of refunded bonds	3.300	5.655	4.667
PV of prior debt	11,166,883.50	15,479,522.85	
Net PV Savings	550,095.48	945,224.60	1,495,320.08
Percentage savings of refunded bonds	5.177369%	6.425728%	5.902191%
Percentage savings of refunding bonds	7.726060%	8.887866%	8.421966%

BOND PRICING

Perris Public Financing Authority
2026 Tax Allocation Refunding Bonds
(Assumes AA- U/L Rating and 25bps of Buffer)

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Premium (-Discount)
Bond Component:						
	10/01/2027	2,095,000	5.000%	2.730%	102.434	50,992.30
	10/01/2028	2,295,000	5.000%	2.750%	104.552	104,468.40
	10/01/2029	2,405,000	5.000%	2.820%	106.419	154,376.95
	10/01/2030	2,530,000	5.000%	2.920%	107.974	201,742.20
	10/01/2031	2,570,000	5.000%	3.020%	109.286	238,650.20
	10/01/2032	1,975,000	5.000%	3.140%	110.245	202,338.75
	10/01/2033	2,075,000	5.000%	3.160%	111.613	240,969.75
	10/01/2034	1,300,000	5.000%	3.300%	111.990	155,870.00
	10/01/2035	510,000	5.000%	3.390%	112.509	63,795.90
		17,755,000				1,413,204.45

Dated Date	08/26/2026	
Delivery Date	08/26/2026	
First Coupon	10/01/2026	
Par Amount	17,755,000.00	
Premium	1,413,204.45	
Production	19,168,204.45	107.959473%
Underwriter's Discount	-79,897.50	-0.450000%
Purchase Price	19,088,306.95	107.509473%
Accrued Interest		
Net Proceeds	19,088,306.95	

ESCROW COST

Perris Public Financing Authority
Refunding of 2015 A Bonds

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
SLGS	09/25/2026	10,788,394	3.730%	10,788,394	10,788,394.00
		10,788,394		10,788,394	10,788,394.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
08/26/2026	10,788,394	0.40	10,788,394.40	3.836270%
	10,788,394	0.40	10,788,394.40	

ESCROW COST

Perris Public Financing Authority
Refunding of 2015 B Bonds

Type of Security	Maturity Date	Par Amount	Rate	Cost	Total Cost
SLGS	09/25/2026	14,932,106	3.730%	14,932,106	14,932,106.00
		14,932,106		14,932,106	14,932,106.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost	Yield
08/26/2026	14,932,106	0.32	14,932,106.32	3.836270%
	14,932,106	0.32	14,932,106.32	

ESCROW REQUIREMENTS

Perris Public Financing Authority
Refunding of 2015 A Bonds

Period Ending	*Interest*	*Principal Redeemed*	*Total*
09/25/2026	196,468.96	10,625,000	10,821,468.96
	196,468.96	10,625,000	10,821,468.96

ESCROW REQUIREMENTS

Perris Public Financing Authority
Refunding of 2015 B Bonds

Period Ending	*Interest*	*Principal Redeemed*	*Total*
09/25/2026	267,884.48	14,710,000	14,977,884.48
	267,884.48	14,710,000	14,977,884.48

PRIOR BOND DEBT SERVICE

Perris Public Financing Authority
Refunding of 2015 A Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2026	1,375,000	3.000%	203,243.75	1,578,243.75	1,578,243.75
04/01/2027			182,618.75	182,618.75	
10/01/2027	1,420,000	3.125%	182,618.75	1,602,618.75	1,785,237.50
04/01/2028			160,431.25	160,431.25	
10/01/2028	1,470,000	3.250%	160,431.25	1,630,431.25	1,790,862.50
04/01/2029			136,543.75	136,543.75	
10/01/2029	1,510,000	3.375%	136,543.75	1,646,543.75	1,783,087.50
04/01/2030			111,062.50	111,062.50	
10/01/2030	1,575,000	5.000%	111,062.50	1,686,062.50	1,797,125.00
04/01/2031			71,687.50	71,687.50	
10/01/2031	1,645,000	5.000%	71,687.50	1,716,687.50	1,788,375.00
04/01/2032			30,562.50	30,562.50	
10/01/2032	795,000	3.750%	30,562.50	825,562.50	856,125.00
04/01/2033			15,656.25	15,656.25	
10/01/2033	835,000	3.750%	15,656.25	850,656.25	866,312.50
	10,625,000		1,620,368.75	12,245,368.75	12,245,368.75

PRIOR BOND DEBT SERVICE

Perris Public Financing Authority
Refunding of 2015 B Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
10/01/2026	960,000	3.000%	277,121.88	1,237,121.88	1,237,121.88
04/01/2027			262,721.88	262,721.88	
10/01/2027	985,000	3.125%	262,721.88	1,247,721.88	1,510,443.76
04/01/2028			247,331.25	247,331.25	
10/01/2028	1,020,000	3.375%	247,331.25	1,267,331.25	1,514,662.50
04/01/2029			230,118.75	230,118.75	
10/01/2029	1,060,000	3.625%	230,118.75	1,290,118.75	1,520,237.50
04/01/2030			210,906.25	210,906.25	
10/01/2030	1,090,000	3.750%	210,906.25	1,300,906.25	1,511,812.50
04/01/2031			190,468.75	190,468.75	
10/01/2031	1,145,000	3.750%	190,468.75	1,335,468.75	1,525,937.50
04/01/2032			169,000.00	169,000.00	
10/01/2032	2,105,000	4.000%	169,000.00	2,274,000.00	2,443,000.00
04/01/2033			126,900.00	126,900.00	
10/01/2033	2,190,000	4.000%	126,900.00	2,316,900.00	2,443,800.00
04/01/2034			83,100.00	83,100.00	
10/01/2034	1,330,000	4.000%	83,100.00	1,413,100.00	1,496,200.00
04/01/2035			56,500.00	56,500.00	
10/01/2035	1,385,000	4.000%	56,500.00	1,441,500.00	1,498,000.00
04/01/2036			28,800.00	28,800.00	
10/01/2036	1,440,000	4.000%	28,800.00	1,468,800.00	1,497,600.00
	14,710,000		3,488,815.64	18,198,815.64	18,198,815.64

CITY OF PERRIS 12.D.

CITY COUNCIL
AGENDA SUBMITTAL

MEETING DATE: April 28, 2026

SUBJECT: Assembly Bill 2083, Moreno Valley - Perris Childcare Special District Act to expand childcare capacity

REQUESTED ACTION: Receive and File, and Provide Input and/or Approve a Resolution Supporting Assembly Bill 2083 the Establishment of a Moreno Valley - Perris Childcare Special District Act to expand childcare capacity

CONTACT: Clara Miramontes, City Manager

BACKGROUND/ DISCUSSION

Assemblymember Corey A. Jackson has authored Assembly Bill 2083, which would authorize the creation of a Childcare District to support local economic development by enabling parents' participation in the workforce, promote the financial upward mobility of families, and advance the early education and social development of children. The bill is intended to bridge home-based and center-based childcare programs, thereby improving accessibility to quality childcare services within the communities of Moreno Valley and Perris. Staff from the Office of Assemblymember Corey A. Jackson will be providing an overview of the bill and attached resolution of support.

Staff is recommending that the City Council receive and file and provide input and/or approve the attached resolution.

BUDGET (or FISCAL) IMPACT: None.

Prepared by: Clara Miramontes, City Manager

REVIEWED BY:

Assistant City Manager:_____
Assistant City Manager:_____
Director of Finance:_____

Attachments:

1. Resolution
2. AB 2083

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

Attachment 1

Resolution

RESOLUTION NO. 2026-___

A RESOLUTION OF THE CITY COUNCIL OF THE _____entity_____, CALIFORNIA, SUPPORTING ASSEMBLY BILL 2083 TO ESTABLISH A MORENO VALLEY-PERRIS CHILDCARE SPECIAL DISTRICT ACT TO EXPAND CHILDCARE CAPACITY

WHEREAS, Assembly Bill 2083, authored by Assemblymember Corey A. Jackson, would authorize the creation of a ChildCare District to support local economic development by enabling parents participation in the workforce, promote the financial upward mobility of families, and advance the early education and social development of children; and

WHEREAS, the Act would help bridge home-based and center-based childcare programs, thereby improving accessibility to quality childcare services within the communities of Moreno Valley and Perris; and

WHEREAS, the Act will provide comprehensive childcare services, including 24-hour, seven-day-a-week care, to meet the needs of working families with nontraditional or extended work schedules; and

WHEREAS, the Act would establish the ChildCare District as a dependent special district to ensure a coordinated framework for addressing childcare infrastructure, long-term sustainability, daily operations, and childcare services; and

WHEREAS, the [Council/School District] acknowledges that participation in the governance structure of the proposed ChildCare District, including representation on its governing board, would support local oversight, accountability, and alignment with community needs; and

WHEREAS, the [Council/School District] finds that supporting this legislation aligns with the City's commitment to strengthening families, promoting economic growth, and enhancing community well-being.

NOW, THEREFORE, BE IT RESOLVED by the [Council/School District] of the ___entity___as follows:

Section 1. The [Council/School District] hereby formally supports Assembly Bill 2083, authored by Assemblymember Corey A. Jackson, which authorizes the creation of a ChildCare District to expand childcare capacity, improve affordability, and provide comprehensive services, including 24-hour, seven-day-a-week childcare for working families.

Section 2. Section 2. The [Council/School District] expresses its intent to participate in the governance of the proposed ChildCare District and agrees to serve as a participating entity, including representation on the District's governing board, subject to the provisions and requirements established by state law.

Attachment 1

AB 2083

AB-2083 Moreno Valley-Perris Childcare Special District. (2025-2026)

SHARE THIS:

Date Published: 02/18/2026 02:00 PM

CALIFORNIA LEGISLATURE— 2025–2026 REGULAR SESSION

ASSEMBLY BILL NO. 2083

Introduced by Assembly Member Jackson

February 18, 2026

An act to add Chapter 35 (commencing with Section 10493) to Part 1.8 of Division 9 of the Welfare and Institutions Code, relating to childcare.

LEGISLATIVE COUNSEL'S DIGEST

AB 2083, as introduced, Jackson. Moreno Valley-Perris Childcare Special District.

Existing law, the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, provides the sole and exclusive authority and procedure for the initiation, conduct, and completion of changes of organization and spheres of influence for cities and special districts, including incorporation of cities and formation of districts. The act establishes a local agency formation commission in each county with various powers and duties, including to make certain determinations regarding, and to review and approve or disapprove, proposals for changes or organization or reorganization, as specified.

This bill, the Moreno Valley-Perris Childcare Special District Act, would establish the Moreno Valley-Perris Childcare Special District for the purpose of, among other things, expanding childcare capacity and access through the development, coordination, and operation of universal childcare programs. The bill would establish the district boundaries as the incorporated area of the City of Moreno Valley, the incorporated area of the City of Perris, and the officially adopted spheres of influence for each city as determined and updated by the County of Riverside local agency formation commission (LAFCO). The bill would establish a 5-member board to govern the district and specify that certain entities, including the City of Moreno Valley and the City of Perris, are charged with each appointing a member to the board. The bill would specify the duties of the board, including, among others, the duty to develop and submit a plan of services to LAFCO that details the scope of childcare services, the hours of operation, the governance and management structure, and funding sources and sustainability. The bill would also outline various powers of the board, including the authority to hire a general manager to oversee daily operations, and powers of the district, including the authority to designate, contract with, or directly operate child daycare facilities. The bill would authorize initial funding for the district to provided by any of the entities authorized to appoint a board member and would require the board to call and conduct an election, consistent with applicable law, to seek voter approval for funding mechanisms necessary to formally establish

and operate the district. By establishing a new special district and imposing new duties on that district, this bill would impose a state-mandated local program.

This bill would make legislative findings and declarations as to the necessity of a special statute for Moreno Valley-Perris Childcare Special District.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Chapter 35 (commencing with Section 10493) is added to Part 1.8 of Division 9 of the Welfare and Institutions Code, to read:

CHAPTER 35. Moreno Valley-Perris Childcare Special District Act

10493. This chapter shall be known, and may be cited, as the Moreno Valley-Perris Childcare Special District Act.

10493.1. For the purposes of this chapter, the following terms have the following meanings:

(a) "District" means the Moreno Valley-Perris Childcare Special District established pursuant to Section 10493.2.

(b) "LAFCO" means the County of Riverside local agency formation commission.

10493.2. (a) The Moreno Valley-Perris Childcare Special District is hereby established.

(b) The purpose of the district is to do both of the following:

(1) Expand childcare capacity and access through the development, coordination, and operation of universal childcare programs, including, but not limited to, home-based and center-based care, with childcare services available 24 hours per day, seven days per week.

(2) Establish the district as a dependent special district, rather than an independent special district, to reduce administrative complexity and reliance on county-level administration for certain functions.

10493.3. (a) (1) The district boundaries are the incorporated area of the City of Moreno Valley, the incorporated area of the City of Perris, and, in order to account for future annexations and population growth, the officially adopted spheres of influence for each city as determined and updated by LAFCO.

(2) LAFCO shall review and approve the formation of the district and proposed district boundaries.

(3) LAFCO spheres of influence maps that were in existence on the date the act that added this section becomes operative may be used to prepare initial district boundary maps.

(b) A licensed land surveyor shall prepare a legal description of the district boundaries using metes and bounds.

(c) LAFCO may review and approve changes to the district boundaries, consistent with city growth and annexation patterns.

10493.4. (a) The district shall be governed by a board of five members, with one member appointed by each of the following:

(1) The City of Moreno Valley.

(2) The City of Perris.

(3) The Val Verde Unified School District.

(4) The Moreno Valley Unified School District.

(5) The Perris Elementary School District.

(b) The term for each member of the governing board shall be ____ years.

(c) Each appointing authority shall establish procedures for removing members from office and for filling vacancies.

(d) LAFCO shall review the governance structure of the district.

(e) The board of the district shall do all of the following:

(1) Vote on all matters related to the operation of the district.

(2) Approve policies regarding all of the following:

(A) New childcare development.

(B) Partnerships and contracts.

(C) Service delivery models.

(D) Budgeting and funding strategies.

(3) Ensure the district's compliance with all applicable state and local laws.

(4) (A) Develop and submit a plan of services to LAFCO that details all of the following:

(i) The scope of childcare services.

(ii) The hours of operation, including care that is available 24 hours per day, seven days per week.

(iii) The governance and management structure.

(iv) Funding sources and sustainability.

(B) LAFCO shall review the plan of services to ensure efficient and orderly service delivery.

(5) Meet established deadlines for securing funding.

(6) Adopt budgets and financial controls, consistent with dependent special district requirements.

(f) The board of the district may do all of the following:

(1) Hire a general manager to oversee daily operations and report to the board.

(2) Establish recruitment and hiring processes, consistent with best practices established by the California Special Districts Association.

(3) Budget for compensation and administrative costs.

10493.5. The district may do all of the following:

(a) Designate, contract with, or directly operate child daycare facilities, as defined in Section 1596.750 of the Health and Safety Code. If the district exercises its authority under this subdivision, the district shall only contract with or employ union childcare workers, to the extent that there exists a union representing that category of childcare worker.

(b) Support the development of new childcare programs for children 10 years of age and younger.

(c) Coordinate with school districts, county agencies, First 5 California, local First 5 commissions, and other public or nonprofit partners.

(d) Address related childcare needs, including, but not limited to, workforce training, facilities planning, and service integration.

10493.6. (a) Initial funding for the district may be provided by the entities identified in subdivision (a) of Section 10493.4 to support startup and administrative costs, including, but not limited to, district formation, planning and staffing, and preparation of the plan of services.

(b) (1) The board of the district shall call and conduct an election, consistent with applicable law, to seek voter approval for funding mechanisms necessary to formally establish and operate the district.

(2) Long-term funding mechanisms shall not be imposed without voter approval.

SEC. 2. The Legislature finds and declares that a special statute is necessary and that a general statute cannot be made applicable within the meaning of Section 16 of Article IV of the California Constitution because of the unique circumstances in the area that will constitute the Moreno Valley-Perris Childcare Special District and because of the need to pilot the effectiveness of a childcare special district before expanding the establishment of childcare special districts statewide.

SEC. 3. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.