

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

AGENDA

SPECIAL 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 23, 2019

6:30 P.M.

**City Council Chambers
(Corner of San Jacinto and Perris Boulevard)
101 North "D" Street
Perris, California**

CLOSED SESSION: 6:00 P.M.

ROLL CALL:

Rogers, Magaña, Corona, Rabb, Vargas

- A. Conference with Real Property Negotiators – Government Code
Section 54956.8

Property: APN 326-072-004
City Negotiator: Richard Belmudez, City Manager
Negotiating Parties: Donald and Jacqueline Fenaroli
Under Negotiation: Price and Terms of Payment

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

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

2. **ROLL CALL:**

Rogers, Magaña, Corona, Rabb, Vargas

3. **INVOCATION:**

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

4. **PLEDGE OF ALLEGIANCE:**

Councilmember Rogers 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. City of Perris Employee of the Quarter Recognition for the First Quarter of 2019.
- B. Presentation of 2019 City of Perris City-Wide Health Fair and Empowering Your Mind Youth Conference by Crystal Lopez, Public Health Supervisor.
- C. Presentation of 2019 Certificates to Miss Perris Valley “Sieara Avila” and Miss Teen Perris Valley “Maria Flores”.
- D. Sponsorship Recognition for the Veteran’s Day Event by Mark Yarbrough, Commander of the Sons of the American Legion.

7. **APPROVAL OF MINUTES:**

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

8. **CONSENT CALENDAR:**

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

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

Resolution Number 5475 is entitled:

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

- B. Adopt Resolution Number (next in order) Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions.

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, SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS.

- C. Adopt Resolution Numbers (next in order) Accepting Nuevo Road Properties' Irrevocable Offer of Dedication for Public Purposes and Resolution Number (next in order) Accepting Hal W. Costelloe's Irrevocable Offer of Dedication for Public Purposes.

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

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING NUEVO ROAD PROPERTIES' IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APNS 310-180-050 AND 310-180-051)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING HAL W. COSTELLOE'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-045)

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

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, APPROVING A MASTER NETWORK LICENSE AGREEMENT BY AND BETWEEN THE CITY OF PERRIS AND NEW CINGULAR WIRELESS PCS, LLC, A DELAWARE LIMITED LIABILITY COMPANY (“COMPANY”) FOR A 10-YEAR RENEWABLE PERIOD TO LEASE, INSTALL AND OPERATE SMALL CELL (STEALTH) WIRELESS FACILITIES.

- E. Approve the Agreement for the Purchase and Sale of Real Property located on the south side of 10th Street and easterly of “D” Street (APN 313-272-005) and authorize the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney. (Owners: Julian and Clementina Rubalcava)
- F. Approve Construction Change Orders for the Senior Center Billiards Room Remodel Project for a total of \$130,000 budget appropriation.
- G. Approve Agreement with LEEDAV Co., Inc. (Safe Swim) for Professional Lifeguard Services for the Summer Aquatics Program and approve a Budget Appropriation Request in the amount of \$91,000 for Fiscal Years 2018-2020.
- H. Approve the cancellation of the April 30, 2019 City Council Meeting.
- I. Approve the City of Perris Monthly Check Register for March 2019.

9. PUBLIC HEARINGS: No Public Hearing Items

*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.***

10. BUSINESS ITEMS: (not requiring a "Public Hearing"): No Business Items

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

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

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

12. COUNCIL COMMUNICATIONS:

(Committee Reports, Agenda Items, Meeting Requests and Review etc.)

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

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact City Hall at (951) 943-6100. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Approval of Minutes

REQUESTED ACTION: Approve the Minutes of the Special Joint City Council Meeting held on April 5, 2019 and the Regular Joint City Council Meeting held on April 9, 2019

CONTACT: Nancy Salazar, City Clerk *NS*

BACKGROUND/DISCUSSION: None

BUDGET (or FISCAL) IMPACT: None

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

REVIEWED BY:

City Attorney _____
Assistant City Manager *[Signature]*
Finance Director *[Signature]*

Attachments:

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

MINUTES

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

Friday, April 5, 2019

9:00 A.M.

**Big League Dreams Sports Park
2155 Trumble Road
Perris, California**

1. CALL TO ORDER:

Mayor Vargas called the Special Joint Meeting to order at 8:50 a.m.

2. ROLL CALL:

Councilmember's Present: Corona, Rabb (arrived at 11:08 a.m.), Rogers, Magaña, Vargas

Staff Present: City Manager Belmudez, Assistant City Manager Carlos, Assistant City Manager Miramontes, Assistant City Attorney Khuu, Assistant City Engineer Brophy, Principal Engineer McKibbin, Director of Planning and Economic Development Williams, Interim Director of Finance Carr, Capital Improvement Project Manager Morales, Director of Public Works Hartwill, Director of Community Services Chavez, Chief Information Officer Cervantes, Planning Manager Phung, Finance Manager Ajobiewe, Human Resources and Risk Manager Amozgar, Community Services Manager Ramirez, Executive Assistant Martinez and City Clerk Salazar

3. WORK SESSION:

A. Strategic Planning Session

Mayor Vargas welcomed everyone to the meeting and introduced Mr. Dave Long, Facilitator for this session.

Mayor Vargas called for public comments. There was no Public Comment.

Mr. Long led the group in the Strategic Planning Session.

4. ADJOURNMENT:

Mayor Vargas adjourned the Joint Special Meeting at 1:07 p.m.

Respectfully Submitted:

Nancy Salazar, City Clerk

CITY OF PERRIS

MINUTES:

Date of Meeting: April 9, 2019

06:30 PM

Place of Meeting: City Council Chambers

CLOSED SESSION

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

ROLL CALL

Present: Rabb, Rogers, Magaña, Corona, Vargas

Staff Member's present: City Manager Belmudez, City Attorney Dunn and City Clerk Salazar

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

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

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

Mayor Vargas called the Regular City Council meeting to order at 6:31 p.m.

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

Present: Rabb, Rogers, Magaña, Corona, Vargas

Staff Members Present: City Manager Belmudez, City Attorney Dunn, Principal Engineer McKibbin, Assistant City Manager Miramontes, Assistant City Manager Carlos, Police Captain Fellows, Chief Information Officer Cervantes, Director of Planning and Economic Development Williams, Director of Community Services Chavez, Interim Director of Finance Carr and City Clerk Salazar.

3. INVOCATION: Pastor Joe Sabolick
New Creation Church
57 Business Park Dr.
Perris, CA 92571

4. PLEDGE OF ALLEGIANCE:

Councilmember Rabb led the Pledge of Allegiance.

5. REPORT ON CLOSED SESSION ITEMS:

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

6. PRESENTATIONS/ANNOUNCEMENTS:

A. Presentation of a Proclamation proclaiming April 2019 DMV/Donate Life Month.

7. APPROVAL OF MINUTES:

A. Approved the Minutes of the Regular Joint Meeting held on March 26, 2019 of the City Council, Successor Agency to the Redevelopment Agency, Public Finance Authority, Public Utility Authority, Housing Authority, Perris Community Economic Development Corporation and the Perris Joint Powers Authority.

The Mayor called for a motion.

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

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

NOES:

ABSENT:

ABSTAIN:

8. CONSENT CALENDAR:

Mayor Vargas requested that Item 8.F. be removed from the Consent Calendar and brought back at a future date.

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

A. Adopted Resolution Number 5471 regarding the annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 34 and set a Public Hearing date for May 28, 2019. Project: Rider 3 (PM 35268) - Owner: IDIG Logistics – APN: 303-130-036

Resolution Number 5471 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 34]

B. Adopted Resolution Number 5472 regarding the annexation of parcels into CFD 2001-3 (North Perris Public Safety District) – Annexation No. 35 and set a Public Hearing date for May 28, 2019. Project: Rider 1 (DPR 06-0635) - Owner: IDIG Logistics – APN: 300-250-017

Resolution Number 5472 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS DECLARING ITS INTENTION TO ANNEX CERTAIN TERRITORY THERETO [ANNEXATION NO. 35]

- C. Adopted the Second Reading of Ordinance Number 1381 approving Zone Change No. 17-05148 to change the land use designation of 4.2 acres from Community Commercial (CC) to R-6,000 SHO to facilitate the development of a 141-unit age restricted senior housing apartment complex located at the northwest corner of "A" Street and Ellis Avenue. (Applicant: Greg Lansing, Lansing Properties)

The Second Reading of Ordinance Number 1381 is entitled:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, APPROVING ZONE CHANGE NO. 17-05148 TO CHANGE THE ZONING DESIGNATION FROM "CC" COMMERCIAL COMMUNITY TO "R-6000-SHO" ON 4.2 ACRES OF LAND LOCATED ON THE NORTHWEST CORNER OF A STREET AND ELLISS AVENUE AND MAKING FINDINGS IN SUPPORT THEREOF.

- D. Adopted Resolution Number 5473 to approve the adopted Project List Utilizing SB-1 Funding for Fiscal Year 2019-2020.

Resolution Number 5473 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2019-2020 FUNDED BY SB-1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017.

- E. Approved rejection of all bids received for the construction of the Off-Leash Dog Park Facility.
- F. Approve and appropriate budget for construction change orders for the Senior Center Billiards Room Remodel Project.

This item was removed from the Consent Calendar and will be brought back at a future date.

- G. Approved the Fee Waiver of rental fees in support of the Easter Movie and Sunday Sunrise Services sponsored by the Free Indeed Christian Fellowship to be held on April 20, 2019 through April 21, 2019 at Foss Field Park.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve the Consent Calendar, with the exception of Item 8.F., as presented.

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

NOES:
 ABSENT:
 ABSTAIN:

9. PUBLIC HEARINGS:

- A. Adopted Resolution Numbers 5474 and 5475 regarding the annexation of parcels into CFD 2001-3 (North Perris Public Safety District) Annexation No. 31. for the project located at 1133 Harley Knox Blvd. (PR 17-05194) – APN: 314-153-073 (Owner: Credits Holding, LLC).

Resolution Number 5474 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, ACTING AS THE LEGISLATIVE BODY OF COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY) OF THE CITY OF PERRIS, CALLING A SPECIAL ELECTION TO SUBMIT TO THE QUALIFIED ELECTORS WITHIN PROPOSED ANNEXATION NO. 31 THE QUESTION OF ANNEXING SUCH TERRITORY AND LEVYING OF A SPECIAL TAX WITHIN THE AREA OF PROPOSED ANNEXATION NO. 31

Resolution Number 5475 is entitled:

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

Daniel Louie, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:44 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:44 p.m.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5474, as presented.

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

NOES:
 ABSENT:
 ABSTAIN:

Mayor Vargas asked City Clerk Salazar to open the ballot.

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

City Attorney Dunn noted that the next resolution was inadvertently not listed on the agenda, but would be a resolution declaring the results of the election.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Resolution Number 5475, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- B. Adopted Resolution Numbers 5476, 5477 and 5478 regarding the annexation of PR 17-05194 (Harley Knox Dispensary) to the City's Maintenance Districts. PR 17-05194 (Harley Knox Dispensary) is a 0.88 acre commercial project located south of Harley Knox Boulevard and east of Patterson Avenue. (Owner: Credits Holding, LLC).

Resolution Number 5476 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PR 17-05194 TO CITY OF PERRIS MAINTENANCE DISTRICT NUMBER 84-1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

Resolution Number 5477 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 144, CITY OF PERRIS LANDSCAPE MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

Resolution Number 5478 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, ORDERING THE WORK IN CONNECTION WITH ANNEXATION OF PR 17-05194 TO BENEFIT ZONE 110, CITY OF PERRIS FLOOD CONTROL MAINTENANCE DISTRICT NUMBER 1, GIVING FINAL APPROVAL OF THE ENGINEER'S REPORT, AND LEVYING THE ASSESSMENT FOR FISCAL YEAR 2018-2019

Daniel Louie, Willdan Financial, gave the presentation on this item.

The Mayor opened the Public Hearing at 6:47 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 6:47 p.m.

The Mayor asked the City Clerk to open the Ballots.

City Clerk Salazar opened the 3 Ballots and reported that they were marked YES.

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Marisela Magana to Approve Resolution Numbers 5476, 5477 and 5478, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- C. Adopted Urgency Ordinance Number 1382 and the First Reading of Ordinance Number 1383 to amend Chapter 19.85 of the Municipal Code in its entirety to update and revise regulations for Wireless Telecommunication Facilities on public and private properties; and adopted Resolution Number 5479 approving a City Council Policy that provides for regulations for the permitting, operation, and maintenance of small wireless facilities in the City of Perris.

Urgency Ordinance Number 1382 is entitled:

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, ENACTED PURSUANT TO GOVERNMENT CODE § 36934 AND 36937, WHICH AMENDS CHAPTER 19.85 OF THE MUNICIPAL CODE IN ITS ENTIRETY TO UPDATE AND REVISE REGULATIONS FOR ALL WIRELESS TELECOMMUNICATION FACILITIES ON PUBLIC AND PRIVATE PROPERTY WITHIN THE CITY OF PERRIS.

The First Reading of Ordinance Number 1383 is entitled:

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

Resolution Number 5479 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, CALIFORNIA, APPROVING THE CITY COUNCIL POLICY (NEXT IN ORDER) TO ESTABLISH REGULATIONS FOR PERMITTING OPERATION, AND MAINTENANCE OF SMALL WIRELESS FACILITIES (SWF) WITHIN THE CITY OF PERRIS.

Planning Manager Phung gave the presentation on this item.

City Attorney Dunn noted that a letter had been received by the City Council and was entered into the record.

The Mayor opened the Public Hearing at 6:56 p.m. There was no

Public Comment.**The Mayor closed the Public Hearing at 6:56 p.m.****The following Councilmember spoke:****Rogers**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by David Starr Rabb to Approve Urgency Ordinance Number 1382, the First Reading of Ordinance Number 1383 and Resolution Number 5479, as presented.

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

NOES:

ABSENT:

ABSTAIN:

- D. Adopted Resolution Number 5480 approving the draft 2019-2024 Consolidated Plan and the Fiscal Year 2019-2020 Action Plan with Analysis of Impediments to Fair Housing Choice and Fiscal Year 2019-2020 Action Plan with proposed funding for the Community Development Block Grant (CDBG) Program.

Resolution Number 5480 is entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, APPROVING THE DRAFT 2019-2024 CONSOLIDATED PLAN WITH THE ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND THE FISCAL YEAR 2019-2020 ACTION PLAN WITH PROPOSED FUNDING FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FEDERAL ENTITLEMENT PROGRAM.

Grants Manager Cortes de Pavon gave the presentation on this item.

Councilmember Rabb left the City Council Chambers at 6:57 p.m. and returned at 6:58 p.m.

Veronica Tam of Veronica Tam and Associates gave the presentation on the Analysis of Impediments.

The Mayor opened the Public Hearing at 7:10 p.m. There was no Public Comment.

The Mayor closed the Public Hearing at 7:10 p.m.

The following Councilmember's spoke:**Rabb****Rogers****Magaña**

The Mayor called for a motion.

M/S/C: Moved by Rita Rogers, seconded by Malcolm Corona to Approve Resolution Number 5480, as presented.

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

NOES:

ABSENT:

ABSTAIN:

10. BUSINESS ITEMS:

A. Annual Overview of Sheriff's Department Operations

Police Chief Fellows introduced the item and turned over the presentation to Lt. Portillo.

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

The following Councilmember's spoke:

Rogers

Corona

Rabb

Corona

Vargas

11. PUBLIC COMMENT/CITIZEN PARTICIPATION:

The following people spoke at Public Comment:

Jose Velasco

Chris Palena

Julia Burch

12. COUNCIL COMMUNICATIONS:

The following Councilmember's spoke:

Rabb

Corona

Rogers

Magaña

Vargas

13. CITY MANAGER'S REPORT:

14. ADJOURNMENT:

There being no further business Mayor Vargas adjourned the Regular City Council meeting at 8:08 p.m., in memory of California Highway Patrol Sgt.

Steve Licon, who lost his life, in the line of duty, on April 6, 2019, and the entire CHP family.

Respectfully Submitted,

Nancy Salazar, City Clerk



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: PR 17-05194 (Harley Knox Dispensary) Resolution Declaring the Results of the Special Election

REQUESTED ACTION: Ratify Resolution 5475 Declaring the Results of the Special Election for Annexation 31 into CFD 2001-3

CONTACT: Eric Dunn, City Attorney

BACKGROUND/DISCUSSION: At the Public Hearing on April 9, 2019, City Council adopted Resolution 5475 Declaring the Results of the Special Election for Annexation 31 into CFD 2001-3. The complete resolution was included in the staff report for the meeting, but the resolution title was inadvertently left off of the agenda summary for item 9A. Staff requests that the City Council ratify Resolution 5475 Declaring the Results of the Special Election for Annexation 31 into CFD 2001-3.

The title of the resolution is as follows:

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

BUDGET (or FISCAL) IMPACT: None

Prepared by: Daniel Louie, Willdan Financial Services

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Consent: x

RESOLUTION NUMBER 5475

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

The City Council (the "Council") of the City of Perris, California (the "City"), acting in its capacity as the legislative body (the "Legislative Body") of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris (the "District"), does hereby resolve as follows:

WHEREAS, the Legislative Body called and duly held an election in the District pursuant to Resolution No. 5446 adopted on April 9, 2019 for the purpose of presenting to the qualified electors within the certain territory proposed to be annexed to the District known and designated as "Annexation No. 31" (the "Property"), a proposition for the levy of a special tax and the establishment of an appropriations limit ("Proposition A") in accordance with the method set forth in Exhibit "A" to Resolution No. 5446 adopted on February 12, 2019 (the "Resolution of Intention"); and

WHEREAS, the landowners of record within the Property as of the close of the public hearing held on April 9, 2019 unanimously consented to a waiver of the time limits for setting the election and a waiver of any written analysis, arguments or rebuttals as set forth in California Government Code sections 53326 and 53327. Such waivers are set forth in written certificates executed by the landowners which are on file with the City Clerk as election official (the "Election Official") concurring therein; and

WHEREAS, pursuant to the terms of the Resolution Calling Election and the provisions of the Mello-Roos Community Facilities Act of 1982 (the "Act"), the special election was held on April 9, 2019; and

WHEREAS, there has been presented to this Legislative Body a Certificate of the Election Official as to the Results of the Canvass of the Election Returns (the "Certificate of the Election Official"), a copy of which is attached hereto as Exhibit "A;"

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Perris, acting in its capacity as the Legislative Body of Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, California, as follows:

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

Section 2. The canvass of the votes cast in the Property to be annexed to the District at the special election held on April 9, 2019, as shown in the Certificate of the Election Official, is hereby approved and confirmed.

Section 3. Proposition A presented to the qualified electors of the Property for receipt by the Election Official on April 9, 2019, has received a unanimous vote of the qualified electors voting at said election, and Proposition A has carried. The Legislative Body is hereby authorized to take the necessary steps to levy the special tax authorized by Proposition A on the Property.

Section 4. The City Clerk is hereby directed to enter the title of this Resolution on the minutes of the Legislative Body and to indicate the official declaration of the result of such special election.

Section 5. The Legislative Body hereby determines that the Property is added to and part of the existing District with full legal effect, and hereby authorizes the levy of a special tax at the Rate and Method of Apportionment set forth in Exhibit A to the Resolution of Intention. The whole of the territory within the Property shall be subject to the special tax consistent with the provisions of the Act.

Section 6. Pursuant to and in compliance with the provisions of Government Code Section 50075.1, the Legislative Body hereby establishes the following accountability measures pertaining to the levy by the District of the Special Tax described in Section 3 above:

- A. Such Special Tax with respect to the District shall be levied for the specific purposes set forth in Proposition A and Section 3 hereof.
- B. The proceeds of the levy of such Special Tax with respect to each Improvement Area shall be applied only to the specific purposes set forth in Section 3 hereof and Proposition A referred to therein.
- C. The District shall establish an account or accounts into which the proceeds of such Special Tax with respect to each Improvement Area shall be deposited.
- D. The City Manager, Assistant City Manager and Finance Director, or his or her designee, acting for and on behalf of the District, shall annually file a report with the City Council as required pursuant to Government Code Section 50075.3.

Section 7. The City Clerk is hereby directed to execute and cause to be recorded in the office of the County Recorder of the County of Riverside a notice of special tax lien in the form required by the Act, said recording to occur no later than fifteen days following adoption by the City Council of this Resolution.

Section 8. This Resolution shall take effect immediately upon its adoption.

Section 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original resolutions.

ADOPTED, SIGNED and APPROVED this 9th day of April, 2019.

Mayor, Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, NANCY SALAZAR, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO HEREBY CERTIFY that the foregoing Resolution Number 5475 was duly and regularly adopted by the City Council of the City of Perris at a regular meeting held the 9th day of April, 2019, by the following called vote:

AYES: RABB, ROGERS, MAGAÑA, CORONA, VARGAS
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

City Clerk, Nancy Salazar

Exhibit A

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 31**

**CERTIFICATE OF THE ELECTION OFFICIAL
AS TO THE RESULTS OF THE CANVASS OF THE ELECTION RETURNS**

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

I, NANCY SALAZAR, City Clerk in my capacity as Elections Official in the City of Perris, California, in its capacity as the legislative body of the Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, DO HEREBY CERTIFY, that pursuant to the provisions of Section 53325.4 of the Government Code and Division 15, commencing with Section 15000 of the Elections Code of the State of California, I did canvass the return of the votes cast at the Special Tax Election on April 9, 2019, held in

**COMMUNITY FACILITIES DISTRICT NO. 2001-3 (NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 31**

I FURTHER CERTIFY that the Statement of All Votes Cast, to which this certificate is attached, shows the total number of ballots case within the Property to be annexed to the District for the Proposition, and the totals of the respective columns and the totals as shown for the Proposition are full, true and correct.

WITNESS my hand and Official Seal this 9th day of April, 2019.

**CITY OF PERRIS, CALIFORNIA, acting as the
LEGISLATIVE BODY OF THE COMMUNITY
FACILITIES DISTRICT NO. 2001-3 (NORTH
PERRIS PUBLIC SAFETY) OF THE CITY OF
PERRIS**

By: _____

City Clerk, Nancy Salazar

**COMMUNITY FACILITIES DISTRICT NO. 2001-3
(NORTH PERRIS PUBLIC SAFETY)
OF THE CITY OF PERRIS, ANNEXATION NO. 31**

**STATEMENT OF ALL VOTES CAST
SPECIAL TAX ELECTION**

	<u>Qualified Landowner Votes</u>	<u>Total Votes Cast</u>	<u>YES</u>	<u>NO</u>
City of Perris, Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 31, Special Election, April 9, 2019	1	1	1	0

PROPOSITION A: Shall the Property be annexed and shall a Special Tax be levied within Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 31 to pay for the provision of fire protection and suppression services, and ambulance and paramedic services including all furnishings, equipment and supplies related thereto; and police protection services, including but not limited to criminal justice services, including all furnishings, equipment and supplies related thereto, as authorized in the Resolution calling election adopted on April 9, 2019 and the Resolution of Intention referred to therein; and shall an appropriations limit be established for Community Facilities District No. 2001-3 (North Perris Public Safety) of the City of Perris, Annexation No. 31 pursuant to Article XIII B of the California Constitution, said appropriations limit to be equal to the amount of all proceeds of the special tax collected annually, as adjusted for changes in the cost of living and changes in population, where said Maximum Special Tax Rate for Fiscal Year 2019-2020 is \$350.05 per Single-Family Residential Unit, \$70.01 per Multi-Family Residential Unit and \$1,400.24 per acre for Non-residential Parcels and is subject to an Annual Tax Escalation Factor not to exceed 2.00% annually.



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Resolution Supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions

REQUESTED ACTION: Adopt Resolution Number (next in order) supporting Balanced Energy Solutions and Maintaining Local Control of Energy Solutions.

CONTACT: Richard Belmudez, City Manager

BACKGROUND/DISCUSSION:

A proposal which did not pass the Legislature last year would have required all new buildings built after 2022 to be all electric and would have required existing buildings to be retrofitted to be all electric by 2030.

The City, its residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements. Building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for the City's residents and businesses. In addition, relying on a single energy delivery system unnecessarily increases vulnerabilities to nature and man-made disasters, and a diversity of energy delivery systems and resources contribute to greater reliability and community resilience.

The City requires the flexibility to mitigate the impacts of climate change in a manner that best serves the needs of its residents and businesses. The attached resolution affirms that the City supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals. It also opposes proposed state legislation and policy that eliminate local control by mandating technologies that can be used to power buildings and fuel vehicles, and also meet or exceed emission reduction regulations.

BUDGET (or FISCAL) IMPACT: None

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director _____

Attachments: Resolution

Consent: x

RESOLUTION NUMBER (Next in Order)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SUPPORTING BALANCED ENERGY SOLUTIONS AND MAINTAINING LOCAL CONTROL OF ENERGY SOLUTIONS.

WHEREAS, California's energy policies are critical to reducing greenhouse gas emissions and reducing the impact of climate change on our citizens; and

WHEREAS, the state legislature and state agencies are increasingly proposing new legislation and regulations eliminating choice of energy by mandating technologies to power buildings and public and private fleets, including transit and long-haul trucking, as a strategy to achieve the state's climate goals; and

WHEREAS, clean, affordable and reliable energy is crucial to the material health, safety and well-being of Perris residents, particularly the most vulnerable, who live on fixed incomes, including the elderly and working families who are struggling financially; and

WHEREAS, the need for clean, affordable and reliable energy to attract and retain local businesses, create jobs and spur economic development is vital to our city's success in a highly competitive and increasingly regional and global marketplace; and

WHEREAS, Perris residents and businesses value local control and the right to choose the policies and investments that most affordably and efficiently enable them to comply with state requirements; and

WHEREAS, building and vehicle technology mandates eliminate local control and customer choice, suppress innovation, reduce reliability and unnecessarily increase costs for Perris residents and businesses; and

WHEREAS, the City understands that relying on a single energy delivery system unnecessarily increases vulnerabilities to natural and man-made disasters, and that a diversity of energy delivery systems and resources contribute to greater reliability and community resilience; and

WHEREAS, Perris understands the need to mitigate the impacts of climate change and is committed to doing its part to help the state achieve its climate goals, but requires the flexibility to do so in a manner that best serves the needs of its residents and businesses.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Perris supports balanced energy solutions that provide it with the decision-making authority and resources needed to achieve the state's climate goals and supports proposed state legislation and regulation that retains local control by allowing all technologies and energy resources that can power buildings and fuel vehicles, and also meet or exceed emissions reductions regulations.

ADOPTED, SIGNED and APPROVED this 23rd day of April 2019

Mayor Michael M. Vargas

ATTEST:

City Clerk, Nancy Salazar

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

I, Nancy Salazar, CITY CLERK OF THE CITY OF PERRIS, CALIFORNIA, DO
HEREBY CERTIFY that the foregoing Resolution Number (next in order) was duly and
regularly adopted by the City Council of the City of Perris at a regular meeting held the
23rd day of April 2019 by the following called vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

City Clerk Nancy Salazar



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Consideration of (1) a Resolution Accepting Nuevo Road Properties' Irrevocable Offer of Dedication for Public Purposes and (2) a Resolution Accepting Hal W. Costelloe's Irrevocable Offer of Dedication for Public Purposes

REQUESTED ACTION: That the City Council adopt the Resolutions entitled:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING NUEVO ROAD PROPERTIES' IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-050 AND 310-180-051)

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING HAL W. COSTELLOE'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-045)

CONTACT: Eric Dunn, City Attorney
Habib Motlagh, City Engineer

BACKGROUND/DISCUSSION:

The Project

The City of Perris ("City") is improving and expanding Nuevo Road and replacing Nuevo Road Bridge at the Perris Valley Storm Drain Channel based on its assessment of the City's current and future highway needs (the "Project"). In the process of acquiring right-of-way for the Project, it has come to light that two prior irrevocable offers of dedication for right-of-way had not been formally accepted by the City.

Nuevo Road Properties Irrevocable Offer of Dedication

On June 24, 1985, Nuevo Road Properties, a Limited Partnership ("Nuevo") signed an irrevocable offer of dedication ("IOD") to the City for a portion of its property, APNs 310-180-050 and 310-180-051, for Nuevo Road right-of-way, which was recorded with the Riverside County Recorder. The property is presently owned by Anwar Tabel, Mohammad Ribhi Tabel, and Akram Tabel, as Trustee of the Akram Tabel Trust, dated October 15, 2002. The City Attorney and City Engineer recommend the City formally accept the dedication by adoption of

the resolution attached as Attachment 1 and execution and recordation of a certificate of acceptance.


Hal W. Costelloe Irrevocable Offer of Dedication

On September 22, 1982, Hal W. Costelloe ("Costelloe") signed an IOD to the City for a portion of his property, APN 310-180-045, for Nuevo Road right-of-way, which was recorded with the Riverside County Recorder. The property is presently owned by Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of the Leong-King Family Trust dated April 28, 2004, as to an undivided 80% interest; and Mike W. Lee and Julie L. Lee, husband and wife as community property with rights of survivorship, as to an undivided 20% interest, as tenants in common. The City Attorney and City Engineer recommend the City formally accept the dedication by adoption of the resolution attached as Attachment 2 and execution and recordation of a certificate of acceptance.

BUDGET (or FISCAL) IMPACT:

Prepared by: Nick Papajohn, Deputy City Attorney

REVIEWED BY:

City Attorney X
Assistant City Manager 
Finance Director RC

Attachments:

1. Resolution No. XX, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING NUEVO ROAD PROPERTIES' IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-050 AND 310-180-051)"

2. Resolution No. XX, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS ACCEPTING HAL W. COSTELLOE'S IRREVOCABLE OFFER OF DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-045)"

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING NUEVO ROAD PROPERTIES' IRREVOCABLE OFFER OF
DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APNS 310-180-050
AND 310-180-051)**

WHEREAS, pursuant to Government Code § 7050, Nuevo Road Properties, a Limited Partnership, made an irrevocable offer of dedication to the City of Perris ("City"), attached hereto as Exhibit "A," of a portion of APNs 310-180-050 and 310-180-051 located on the southeast corner of Nuevo Road and Murrieta Road, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the "Offer"); and

WHEREAS, Anwar Tabel, Mohammad Ribhi Tabel, and Akram Tabel, as Trustee of the Akram Tabel Trust, dated October 15, 2002 (collectively referred to as "TABEL"), successors to Nuevo Road Properties, are the current owners of APNs 310-180-050 and 310-180-051 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City's City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

PASSED, APPROVED and ADOPTED, this 23rd day of April, 2019.

Mayor

ATTEST:

City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 23rd day of April, 2019 by the following vote:

- Ayes:
- Noes:
- Absent:
- Abstain:

Nancy Salazar

Exhibit "A"

Irrevocable Offer of Dedication

[on following pages]

Exhibit “B”

Certificate of Acceptance

[on following page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code § 6103)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication recorded in the Official Records of the Recorder of the County of Riverside, California, on August 5, 1985 as Instrument No. 172204, executed by Nuevo Road Properties, a Limited Partnership, of a portion of Assessor's Parcel Numbers ("APN") 310-180-050 and 310-180-051, which is presently owned by Anwar Tabel, Mohammad Ribhi Tabel, and Akram Tabel, as Trustee of the Akram Tabel Trust, dated October 15, 2002, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. _____ adopted on _____, 2019.

Dated: _____, 2019

CITY OF PERRIS, a California
municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PERRIS
ACCEPTING HAL W. COSTELLOE'S IRREVOCABLE OFFER OF
DEDICATION FOR PUBLIC PURPOSES (NUEVO ROAD, APN 310-180-045)**

WHEREAS, pursuant to Government Code § 7050, Hal W. Costelloe, an individual, made an irrevocable offer of dedication to the City of Perris ("City"), attached hereto as Exhibit "A," of a portion of APN 310-180-045 located on the south side of Nuevo Road, east of Murrieta Road, in the City of Perris, County of Riverside, State of California as more particularly described in the legal description attached to Exhibit A, for street and highway improvement purposes (the "Offer"); and

WHEREAS, Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of the Leong-King Family Trust dated April 28, 2004, as to an undivided 80% interest; and Mike W. Lee and Julie L. Lee, husband and wife as community property with rights of survivorship, as to an undivided 20% interest, as tenants in common (hereinafter referred to as "Leong-King and Lee"), successors to Hal W. Costelloe, are the current owners of APN 310-180-045 and subject to the terms and conditions of the Offer; and

WHEREAS, pursuant to Government Code section 7050, the City's City Council may accept all or any portion of an irrevocable offer of dedication at any time; and

WHEREAS, the City Council desires to accept the Offer at this time for the public purposes stated therein, namely for public street and highway improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PERRIS AS FOLLOWS:

Section 1. All of the above-stated recitals are true and correct and incorporated herein by reference.

Section 2. The City Council hereby accepts the Offer for public street and highway improvements.

Section 3. The City Clerk is hereby authorized and directed to cause a Certificate of Acceptance to be recorded on behalf of the City in the Office of the Riverside County Recorder, and to certify the adoption of this resolution. The Mayor, City Manager, and City Clerk are hereby authorized and directed to execute any and all other documents as may be necessary to effect the recordation of the Certificate of Acceptance and its enforcement.

PASSED, APPROVED and ADOPTED, this 23rd day of April, 2019.

Mayor

ATTEST:

City Clerk

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

I, _____, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution No. _____ was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held on the 23rd day of April, 2019 by the following vote:

Ayes:
Noes:
Absent:
Abstain:

Nancy Salazar

Exhibit “A”

Irrevocable Offer of Dedication

[on following pages]

Exhibit “B”

Certificate of Acceptance

[on following page]

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
City Clerk, City Hall
101 N. "D" Street
Perris, CA 92570

FREE RECORDING: This instrument is
for the benefit of the City of Perris
and is entitled to be recorded
without fee. (Gov. Code § 6103)

CERTIFICATE OF ACCEPTANCE

This is to certify that the City of Perris, a California municipal corporation ("City"), by and through its City Council, hereby accepts the Offer of Dedication recorded in the Official Records of the Recorder of the County of Riverside, California, on October 18, 1982 as Instrument No. 179497, executed by Hal W. Costelloe, of a portion of Assessor's Parcel Number ("APN") 310-180-045, which is presently owned by Sanford Y.H. Leong and Tina Chun-Tee King, Trustees of the Leong-King Family Trust dated April 28, 2004, as to an undivided 80% interest; and Mike W. Lee and Julie L. Lee, husband and wife as community property with rights of survivorship, as to an undivided 20% interest, as tenants in common, and hereby consents to the recordation hereof by its duly authorized officer. This acceptance is made pursuant to the authority conferred by City Resolution No. _____ adopted on _____, 2019.

Dated: _____, 2019

CITY OF PERRIS, a California
municipal corporation

By: _____
City Manager

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: **New Cingular Wireless PCS, LLC Master Network License Agreement** - Proposal to adopt a Resolution (next in order), approving a Master Network License Agreement between New Cingular Wireless PCS, LLC (AT&T) and the City of Perris for a 10-year period to lease, install and operate small cell facilities on street light poles at various locations in the City of Perris. **Applicant: New Cingular Wireless PCS, LLC**

REQUESTED ACTION: **Adopt Resolution No. (Next in order)** finding that the Master Network License Agreement between the City of Perris and New Cingular Wireless PCS, LLC is covered under the Categorical Exemption under Section 15300, as a Class 1 Existing Facility, adopted in March, 2019, for Conditional Use Permit # 18-05339 for which the Master Network License Agreement was contemplated and made a condition of project approval; and approving the Master Network License Agreement between the City of Perris and New Cingular Wireless PCS, LLC for a 10-year period to lease, install and operate small cell facilities at various locations on replacement street lights; and authorizing the City Manager to execute all documents necessary to complete the Master Network License Agreement transaction.

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

BACKGROUND/DISCUSSION:

On March 20, 2019, the Planning Commission unanimously voted to approve Conditional Use Permit #18-05339 and adopted Resolution 19-06 granting approval to New Cingular Wireless PCS, LLC (“Company”) for Conditional Use Permit #18-05339 to facilitate the lease, installation and operation of new small cell, stealth wireless facilities within the public right-of-way on replacement streetlights in the City of Perris, based on the findings and subject to the Conditions of Approval, in the following three (3) locations:

No.	Location	Latitude/Longitude
1	Northeast corner of Jean Marie Way & Granite View Drive	33.809721°/-117.213801°
2	On east side of Wilkerson Ave, approximately 200-ft south of 4 th Street	33.781978°/-117.218864°
3	On east side of Redlands Avenue, approximately 200-ft north of San Jacinto Avenue	33.787085°/-117.215191°

The conditional approval of CUP #18-05339, required execution of a Master Network License Agreement (“MNLA”) to outline the terms of replacing the street light poles, maintenance responsibility and lease rate, among other obligations.

On April 9, the City Council adopted Urgency Ordinance No. 1382, and introduced Ordinance No. 1383 to amend Chapter 19.85 of the Municipal Code to update and revise regulations for Wireless Telecommunication Facilities. The City Council also adopted Resolution No. 5479 approving a City Council Policy that provides for regulations for the permitting, operation, and maintenance of small wireless facilities (collectively, the “Wireless Ordinance”).

Representatives for the Company are now requesting approval of an MNLA with the City of Perris to enter the City’s right-of-way and other real property of the City to install, maintain and operate a small cell wireless system (the “Network”), so that wireless service providers with contracts to use the Company’s Network may provide wireless telecommunications and data services to the residents and visitors of the City who contract with these wireless service providers.

MASTER NETWORK LICENSE AGREEMENT:

This proposed MNLA implements Condition of Approval #22, as outlined in the conditions of approval for CUP #18-05339. The CUP authorized the three initial locations described above, but under the Wireless Ordinance and the MNLA, the Company will have the ability to expand the Network to other locations in the City through an administrative process. Each location will be subject to a Site License Agreement (“SLA”). The wireless facilities will generally be installed on existing street light poles. but if the existing pole has inadequate space or structural capacity the Company will install a replacement pole. Exhibit A of the MNLA includes a pre-approved design of a pole installation. The MNLA will authorize the City Manager or designee to execute SLA as part of the administrative approval.

The Company will be responsible for the installation of replacement poles (see Section 1.6 of the MNLA). It is contemplated that many or all of the streetlight sites are or will be owned by the City, as the City is in the process of acquiring various streetlight and poles in the public right-of-way and replacing the lights. The poles acquired by the City are pledged as security under the lease agreement with the financing bank. The City has the right to “retire” a certain percentage of the poles by pre-paying the lease amount. The Wireless Ordinance requires that any network provider that needs to “retire” an existing pole in order to install a replacement pole will pay the cost for the pole retirement.

The annual lease rate for the proposed MNLA was based on the recent FCC 2018 Order, which established limits on lease rents to “fair and reasonable,” and no higher than the fees charged to similarly-situated competitors in similar situations, and further established a presumptively reasonable (Safe Harbor) amount for recurring fees at \$270.00 per facility in the absence of a cost justification for the fee.

The essential terms of the proposed Lease include:

1. Ten-year lease term with automatic renewals under the same terms and conditions for three (3) successive five (5) year renewal terms, unless the Company provides the City with notice of its intent not to renew.
2. License Fee (“Site Fee”) is established at the rate of \$270.00/year/pole, set in accordance with the requirements of the FCC 2018 Order.

3. Annual License Fees ("Site Fees") fees will be paid on a Fiscal Year Basis, following the effective date for each site with the first Site Fee payment due and payable upon the SLA Commencement Date
4. Annual increase adjustment of 1.5% per year for the term of the lease beginning on the first anniversary of the Effective Date.

ENVIRONMENTAL DETERMINATION:

The proposed Master Network License Agreement is covered under the Categorical Exemption under Section 15300, as a Class 1 Existing Facility, adopted March 20, 2019 for Conditional Use Permit # 18-05339 for which the Master Network License Agreement was contemplated and made a condition of project approval.

RECOMMENDATION:

Staff recommends that the City Council Adopt Resolution No. (Next in order) finding that the Master Network License Agreement between New Cingular Wireless PCS, LLC is covered under the Categorical Exemption under Section 15300, as a Class 1 Existing Facility, adopted in March 20, 2019, for Conditional Use Permit # 18-05339 for which the Master Network License Agreement was contemplated and made a condition of project approval; and approving the Master Network License Agreement between the City of Perris and New Cingular Wireless PCS to lease, install and operate small cell facilities at locations on street light poles and other facilities; and authorizing the City Manager to execute all documents necessary to complete the Master Network License Agreement transaction.

BUDGET (or FISCAL) IMPACT: Costs for staff preparation of this item are borne by the applicant. Additionally, approval of the Master Network License Agreement will result in revenue of \$270.00 per site per year, plus annual adjustments.

Prepared by: Mary Blais, Contract Planner

REVIEWED BY: Kenneth Phung, Planning Manager 

City Attorney _____
Assistant City Manager 
Finance Director 

Attachments:

1. Resolution No. (next in order) approving Master Network License Agreement with New Cingular Wireless PCS
2. Master Network License Agreement with New Cingular Wireless PCS

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

RESOLUTION NUMBER 19- (NEXT IN ORDER)

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

WHEREAS, New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Company”) is an Incumbent Local Exchange Carrier (ILEC) with a Wireless Identification Registration Number (WIN) assigned by the California Public Utilities Commission (CPUC); and

WHEREAS, the City of Perris and the Company desire to enter into that certain Master Network License Agreement (“MNLA”), in which the Company will install, maintain and operate a small cell wireless system (“Network”), within the City’s right-of-way, at no cost to the City so that wireless service providers with contracts to use the Network may provide wireless telecommunications and data services to the residents and visitors of the City who respectively contract with these wireless service providers (“Services”); and

WHEREAS, subject to 47 U.S.C. §253 and applicable laws, the City desires to grant right-of-way access to the Company for installation of the Network, subject to the terms and conditions of the MNLA; and

WHEREAS, Company desires to obtain from City, and City is willing to grant to Company, the right to use the Sites to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Small Cell Facilities in a manner consistent with the Permit, the Wireless Ordinance, and the Agreement; and

WHEREAS, on March 20, 2019, the Company was granted approval for a Conditional Use Permit (the “Entitlement” or “Permit”) (CUP #18-05339) to locate three initial facilities within the City, by the Planning Commission at the locations set forth in the Entitlement, which is incorporated herein by this reference, subject to the terms and conditions set forth in the Entitlement Conditions of Approval and the City’s Wireless Telecommunication Facilities Ordinance (“Wireless Ordinance”), Chapter 19.85 of Title 19 of the Municipal Code (Zoning Code); and

WHEREAS, the City Council hereby determines the MNLA was a condition of project approval for Conditional Use Permit #18-05339 for which a Categorical Exemption was adopted under Section 15300 of CEQA, as a Class 1 Existing Facility and is covered under the Categorical Exemption.

ATTACHMENT - 1

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

Section 1. That the above recitals are all true and correct and incorporated herein by reference.

Section 2. That the City Council hereby determines and finds based upon its independent judgment, the Master Network License Agreement (MNLA) by and between the City of Perris and New Cingular Wireless PCS, LLC was a condition of project approval for Conditional Use Permit #18-05339 for which a Categorical Exemption was adopted on March 20, 2019 and is covered under the adopted Categorical Exemption.

Section 3. That for the forgoing reasons that the City Council approves the Master Network License Agreement by and between the City of Perris and New Cingular Wireless PCS, LLC to operate a small cell wireless system (the “network”) to lease, install and operate small cell (stealth) wireless facilities at locations provided for in the Master Network License Agreement, attached hereto and incorporated by reference.

Section 4. That the City Manager is hereby authorized to execute the Master Network License Agreement, including any related and necessary documents.

Section 5. That should any provisions, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any court of competent jurisdiction, or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences and words of this Resolution shall remain in full force and effect.

Section 6. That the Mayor shall sign this Resolution and the City Clerk shall certify the adoption of this Resolution.

ADOPTED, SIGNED, and APPROVED this 23th day of April 2019.

Michael M. Vargas, Mayor

Attest:

Nancy Salazar, City Clerk

State of California)
County of Riverside) ss
City of Perris)

I, Nancy Salazar, City Clerk of the City of Perris, California, do hereby certify that the foregoing Resolution Number (next in order) was duly and regularly adopted by the City Council of the City of Perris at a regular meeting thereof held the 23th day of April 2019, by the following vote.

AYES:

NOES:

ABSENT:

Nancy Salazar, City Clerk

**MASTER NETWORK LICENSE AGREEMENT BETWEEN
THE CITY OF PERRIS AND NEW CINGULAR WIRELESS PCS, LLC**

This Master Network License Agreement (“Agreement”) is entered into as of _____, 2019, (“Effective Date”) by and between the City of Perris, a municipal corporation (the “City”), and New Cingular Wireless PCS, LLC, a Delaware limited liability company (“Company”).

RECITALS

A. Company owns, maintains, operates or controls, in accordance with regulations promulgated by the Federal Communications Commission, wireless telecommunications networks serving Company’s wireless customers through small cell facilities in public rights-of-way (“ROW”), among other locations, in the State of California.

B. Company seeks to enter the City’s ROW, and other real property of the City, to install, maintain and operate a small cell wireless system (the “Network”), to provide wireless telecommunications services to Company’s customers through the transmission and reception of communications signals, and the installation, construction, modification, maintenance, operation, repair, replacement and upgrade of the Company’s small cell facilities (“Services”).

C. Some features of the Network include, without limitation, radios, wireless microwave or other backhaul equipment, cabling, power sources, antenna nodes, fiber repeaters and related equipment in a configuration and at locations approved by the City, as set forth in the pre-approved designs depicted in Exhibit A, attached hereto and incorporated herein by reference (“Small Cell Facilities”), and to be located on streetlights at the sites within the City’s ROW and stand-alone light poles and other facilities located at sites on City property pursuant to the City’s Wireless Ordinance, and Permits (as defined below) and a site license agreement (each “SLA”), which SLA shall be in substantially the same form as Exhibit B, attached hereto and incorporated herein by reference. As used herein, those City properties that are subject to an SLA shall individually be referred to as a “Site” and collectively be referred to as the “Sites”. It is contemplated that many or all the Sites are, or will be, owned by the City, as the City is in the process of acquiring various streetlights and poles in the public ROW. Company’s fee payment obligations under this Agreement will become effective as to a Site only upon the City’s actual acquisition of ownership of such Site.

D. To construct the Small Cell Facilities, Company desires, at no cost to City, to dismantle the existing City-owned streetlight or stand-alone light pole or other facility at certain Sites, and install a new or replacement streetlight or stand-alone light pole or other facility (the “Replacement Poles”).

E. Company desires to obtain from City, and City is willing to grant to Company, the right to use the Sites to locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Small Cell Facilities in a manner consistent with the Wireless Ordinance and this Agreement.

In consideration of the Recitals set forth above, the terms and conditions of this Agreement and other valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

**ARTICLE 1
INSTALLATION OF THE NETWORK**

1.1 Permitted Installation. Company may at Company’s sole cost and expense and during the term of this Agreement, locate, place, attach, install, operate, use, control, repair, replace, upgrade, enhance and maintain the Small Cell Facilities in the Sites, subject to the terms and conditions of this Agreement and as provided in the individual site license agreements (each an “SLA”) signed by the parties pursuant to this Agreement. Company shall undertake and perform any work authorized by this Agreement in a skillful and workmanlike

manner. Company's installation of the Small Cell Facilities shall be subject to the additional terms and conditions set forth herein.

1.1.1 The installation of the Small Cell Facilities shall all be made in accordance with the plans and specifications attached hereto as Exhibit A and by this reference incorporated herein or in accordance with such other plans and specifications as may be approved by the City and after obtaining all necessary permits for all work in the ROW and/or on City property (including without limitation such building and encroachment permits as required by the Wireless Ordinance and City Ordinances). The parties understand and agree that sites outside of the ROW may require additional easements for underground fiber to connect to Network facilities within the ROW. Such additional easements shall be located so as not to interfere with the City's use of its property. The location, depth of the fiber underground, and any other requirements shall be approved in writing by the City prior to construction of the Small Cell Facilities at that Site. Approval of plans and specifications and the issuance of any permits by the City shall not release Company from the responsibility for, or the correction of, any errors, omissions or other mistakes that may be contained in the plans, specifications and/or permits. Company shall be responsible for notifying the City and all other relevant parties immediately upon discovery of such omissions and/or errors and with obtaining any amendments for corrected City-approved permits, as may be necessary.

1.1.2 The installation of the Small Cell Facilities shall be performed in accordance with traffic control plans for temporary construction work that are approved by the City, which approval shall not unreasonably be withheld.

1.1.3 As part of the Encroachment Permit (described in Section 1.4.1), and at least ten (10) days prior to the installation of the Small Cell Facilities, Company shall deliver to the City a schedule for the proposed work related to the construction of the Replacement Poles and other facilities, as well as a list of the names of all agents and contractors of Company authorized by Company to enter the Sites.

1.1.4 Company shall be responsible for coordination of work to avoid any interference with existing utilities, substructures, facilities and/or operations at the Sites. Company shall be the City's point of contact and all communications shall be through Company, with Company's primary representative for purposes of City communications being Sam Cha, as may be changed from time to time upon advance written notice to City.

1.1.5 Company and its employees, agents and contractors shall comply with all applicable local, state, and federal laws and regulations, including without limitation those laws which govern worker health and safety and reporting the use, handling, treatment, removal, or disposal of toxic or hazardous substances, materials or wastes, and shall obtain all required regulatory and governmental permits and licenses necessary to perform the work authorized herein and shall take all required steps to minimize dust and noise in conformance with City Ordinances and any other applicable governmental standards.

1.1.6 The City shall have full access to inspect any work conducted by Company during the installation, maintenance and/or repair of the Replacement Poles.

1.1.7 Company shall coordinate with Southern California Edison for electric service and associated meters. Company and the City will reasonably cooperate with Southern California Edison regarding (a) the location of any meter required for each Site, and (b) the opportunities to co-locate Company's meters in the City's meter boxes if possible. If a Site can be served through the City's existing utility services without the installation of an additional meter, Company and the City will reasonably agree upon an allocation of the respective cost of utility services used by the parties. If Southern California Edison determines meters are no longer required, Company shall remove the meter pedestals/cabinets and restore each site to the condition that existed prior to the installation of the meter pedestal/cabinet, or as required by the Public Works Director, or designee.

1.2 Installation and Expansion of the Network. Before installing any new or additional Small Cell Facilities onto any City pole, Company shall apply for an SLA from the City using a Site License Application in the form attached as Exhibit C. Company will identify in the Site License Application any make ready work it believes needs to be performed in connection with Company's use of the City pole. The City will take reasonable steps to approve or reject each application to place Company's Small Cell Facilities on City Poles within forty-five (45) days of its submission. The City may deny all or part of an SLA for reasons of insufficiency of capacity, safety, reliability and/or generally applicable engineering purposes consistent with applicable laws. In the event the City determines that inadequate space or structural capacity exists on its poles to accommodate any proposed Small Cell Facility, Company may elect to have such pole replaced or upgraded, at Company's sole expense, and in accordance with the provisions of Section 1.6 below. In the event the City rejects a Site License Application, the City shall provide a written explanation to Company of the basis for the rejection. In the event that the City approves Company's Site License Application, then the parties shall promptly proceed in good faith to sign and deliver an SLA fully consistent with the City's approval of the Site License Application. City's City Manager or his/her designee shall be authorized to execute SLAs consistent with this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, subsequent to the original installation of Company's Small Cell Facilities, Company may make modifications to or replace Company's Small Cell Facilities, or may alter, enhance, and upgrade the same, so long as such modification, replacement, substitution, alteration, enhancement, or upgrade does not increase pole loading beyond the pole loading that was established in the approved SLA, or involve placement of Small Cell Facilities outside the area designated in the approved SLA without obtaining prior written consent of the City. Any modification that would involve increasing the pole loading beyond what was established in the approved SLA or involves the placement of Small Cell Facilities outside of the area designated in the approved SLA shall require Company to submit a new Site License Application for such location.

1.3 Compliance with Laws. This Agreement is subject to all applicable Laws, and the parties shall comply with any such Laws in the exercise of its rights and performance of its obligations under this Agreement. "Laws" or "Law" as used in this Agreement means any and all state and federal statutes, constitutions, ordinances, resolutions, regulations, judicial decisions, rules, permits, approvals or other applicable requirements of the City or other governmental entity or agency having joint or several jurisdiction over Company's activities under this Agreement or having jurisdiction that is applicable to any aspect of this Agreement, including the City's Wireless Ordinance, that are in force on the Effective Date and as they may be enacted, issued or amended during the term of this Agreement.

1.4 Permits. In addition to the SLA, Company shall obtain any necessary ministerial permits and pay all fees associated therewith relating to the installation of the Network as required by Law, including without limitation, those permits listed below (the "Permits"):

1.4.1 Encroachment Permits. Company shall obtain any necessary encroachment permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by the City's Municipal Code ("Code").

1.4.2 Building Permits. Company shall obtain any necessary building permits from the City for the installation of the Network and for any other work within the City's ROW or other real property of the City, if required by Law.

1.4.3 Compliance with Permits. All work within the City's ROW or other real property of the City shall be performed in strict compliance with the applicable Permits and all applicable regulatory requirements and Laws.

1.4.4 **Pre-Approved Small Cell Facilities.** Notwithstanding the foregoing, once a Small Cell Facility design has become a Pre-Approved Installation for Company's use of a Site, then Company shall be allowed to install a Small Cell Facility using any such Pre-Approved Installation, subject to the administrative review process set forth in Chapter 19.85 of the City's Municipal Code. As used herein, "Pre-Approved Installation" means that Small Cell Facility design depicted in Exhibit A attached hereto, together with any Small Cell Facility design for Company's use of a Site which has been approved in writing by the City during the term of this Agreement.

1.5 Coordination of Excavation with Other Permittees. At least thirty (30) days prior to commencing excavation work in the City's ROW or other real property of the City pursuant to this Agreement, Company shall notify the Public Works Director, or his designee, in writing. The notice shall describe the work to be performed, the specific ROW of the City or other real property of the City that will be used, and the dates such work is anticipated to be performed. The City's Public Works Director, or designee, will provide Company with a notice form that identifies other existing or potential users ("User") of the City's ROW or other real property of the City who are likely to be affected by such excavation work. Company shall provide the City's notice form to the Users identified by the Public Works Director, or designee. Each User receiving such notice shall have thirty (30) days from the date thereof to inform Company and the City in writing that such User desires to perform work jointly with Company. To the extent reasonably feasible, and subject to Company and User entering into a written agreement for such work and/or use, Company shall coordinate its work with any User who timely informs Company that it desires to perform work jointly in the City's ROW or other real property of the City, provided that such User obtains any required ROW agreement and permits from the City as required before such User performs any work in the City's ROW or other real property of the City, including the installation of any facilities, or uses any facilities installed by Company on their behalf. The notice requirement in this Section is in addition to any notice otherwise required by applicable Laws, such as Government Code section 4216.2, and does not replace or otherwise affect the requirements of other applicable Laws.

1.6 Replacement Streetlights and other City Facilities. It is understood that Company may replace the streetlight poles and other City light poles or City facilities required for the Small Cell Facilities, at the locations shown in an SLA, with new poles or facilities that meet the requirements of the Permit, are capable of supporting the Small Cell Facilities, and comply with all encroachment and building permits, applicable City, state and federal specifications, and Laws (the "Replacement Poles"). If Replacement Poles are used, Company shall replace the streetlights or other lighting on the Replacement Poles and any other equipment or facilities necessary to place the lights or facilities back in operation for all uses in place prior to the removal and replacement of the pole. The City shall own the Replacement Poles. Company shall provide such transfer or dedication documentation as the City reasonably requests.

1.6.1 The parties understand and agree that the City intends to use the City's poles and Replacement Poles for City purposes, including but not limited to streetlights and other lighting. The City may install such other facilities on, or otherwise make use of, the City's poles and Replacement Poles as it deems desirable, including granting access to the City's poles and Replacement Poles by third-parties; provided that such uses do not interfere with Company's use of the Sites as permitted hereunder and as authorized by the Permit, and provided further that the City may not allow other communications providers to use the same City poles or Replacement Poles for the Services, unless specifically required by Law. Company shall reasonably cooperate with the City and all other licensees using the City's poles or Replacement Poles.

1.6.2 Except for the installation of the lights and Small Cell Facilities and accessories hereto on or in the Replacement Poles and/or as set forth in Section 1.6.3, below, Company shall not be responsible for maintenance, repair, or replacement of City-owned lights, light bulbs and equipment or equipment owned by third-parties authorized by the City on the City's poles or Replacement Poles.

1.6.3 If a Replacement Pole falls or is damaged such that there is an imminent threat of harm to persons or property, then the City may cause the Replacement Pole to be removed to the side of the street or a location that City believes reasonably eliminates the risk of such imminent threat of harm to persons or property. Company shall, after written notice from the City that any Replacement Pole has been damaged or removed, cause the Replacement Pole to be repaired or replaced within thirty (30) days after the City's written notice. The cost to repair and/or replace any Replacement Pole, including the replacement City streetlight, bulb and ancillary equipment shall be paid by Company; provided, however, that if the Replacement Pole is damaged or destroyed by the City or a third-party user that the City has given the right to use the Replacement Pole, then the City and/or its third-party user shall pay the cost to repair and/or replace the Replacement Pole. To the extent that Company seeks reimbursement for a third-party either directly or through applicable insurance, the City shall assign to Company any rights the City may have against such third-party for such claim.

1.7 [Intentionally omitted.]

1.8 Use Fees. Company is solely responsible for the payment of all lawful fees in connection with Company's performance under this Agreement, including those set forth below. Company's fee payment obligations under this Agreement will become effective as to a Site upon the SLA Commencement Date (defined in Section 2.1 below).

1.8.1 Site Fees. The annual Site Fee payable for all of Company's Small Cell Facilities located in the City's ROW shall be the higher of:

(i) \$270.00/year/pole, or

(ii) the City's Cost, which is the City's cost set in accordance with the requirements of the FCC 2018 Order, calculated pursuant to a cost study which has been reviewed, adopted and approved by its City Council and is not subject to further appeals or subject to a complaint before a competent regulatory agency or court ("Cost Approval"). After the City's Cost Approval is final as described in the preceding sentence, the City shall provide notice to Company of the Site Fee in accordance with the notice requirements of this Agreement. The Site Fee payable under this Agreement will adjust to the City's Cost starting with Site Fee payments that are due at least thirty (30) days after the date of such notice. The City shall deliver to Company a copy of the City's cost study no less than thirty (30) days before the cost study is presented to its City Council for adoption or approval.

1.8.2 Significant Competitive Disadvantage. If the City enters into any agreement with another entity for lease or license of city space for Small Cell Facilities and Company believes that agreement places Company at a significant competitive disadvantage in light of the rates and terms and conditions established in that agreement, the City agrees to meet with Company in good faith to discuss an amendment to the rates and/or terms and conditions in this Agreement to eliminate such disadvantage.

1.8.3 Payment of Site Fees. The first Site Fee payment shall be due and payable upon the SLA Commencement Date. Thereafter, the annual Site Fees due to the City shall be paid to City on each anniversary of the SLA Commencement Date.

i. As of the first anniversary of the Effective Date, and continuing annually thereafter on the anniversary date during the term hereof, the \$270.00/year/pole Site Fee amounts shall be increased by a percentage of one and one-half percent (1.5%). Likewise, if at any time during an SLA term the City establishes a new Site Fee through the adoption of a cost study in accordance with Section 1.8.1(ii) above, the Site Fee (as established by the City's cost study) shall increase on each anniversary of the cost study's adoption by one and one-half percent (1.5%) over the Site Fee paid during the previous year. The Site Fee will be prorated for any partial year based on a 360-day calculation.

1.8.4 Late Payment Charges. Company hereby acknowledges that late payment by Company to City of Site Fees will cause City to incur costs not contemplated by this Agreement, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of Site Fees or any other sum due from Company shall not be received by City within ten (10) business days after such amount is due, Company shall pay to City a late charge of six percent (6%) of such unpaid amount. In no event shall the late charge or interest exceed the maximum allowable by Law. The parties hereby agree that such late charge will automatically accrue by reason of any late payment by Company. Acceptance of such late charge by City shall in no event constitute a waiver of Company's default with respect to such overdue amount, nor shall it prevent City from exercising any of the other rights and remedies granted hereunder.

1.8.5 Accounting Matters. Company shall maintain accurate books of account (which may be stored in electronic form) at its principal office or another location of its choosing, for the purpose of determining the amounts due to City under this Section 1.8. City, or a consultant acting on behalf of City, may inspect Company's books of account relative to City at any time during regular business hours ten (10) business days prior written notice and may audit the books from time to time, but in each case only to the extent necessary to confirm the accuracy of payments due under this Section 1.8. If City receives a request for records related to information obtained from Company pursuant to this section, City agrees to promptly provide Company with written notice of the request. Company will then have the time specified in the City's notice to determine whether it considers any of the information confidential proprietary information and whether it will take legal action to preclude disclosure of the requested information. Company understands that the City's notice of a request for records under the California Public Records Act (Gov. Code, section 6250, *et seq.*) will require a prompt response from Company given the City's obligation to respond to such a request within 10 days of its receipt. Absent a timely response, City may release the requested records. City shall have no monetary liability to Company for release of information pursuant to a request under the California Public Records Act or any subpoena; nor shall City be obligated to defend against any challenge related to a California Public Records Act request or a subpoena for records that Company asserts are confidential. Company further agrees to be liable for and pay all judgments against the City, as well as attorney fees and costs, resulting from a challenge related to a records request or subpoena for records that Company asserts are confidential.

1.9 Access to the Sites.

1.9.1 Company will be given reasonable access to each of the Sites for the purposes of routine installation, repair, maintenance or removal of Small Cell Facilities. A schedule of routine maintenance shall be provided to the City. If any such maintenance activities have the potential to result in an interruption of any City services at the Site, Company shall provide the City with a minimum of three (3) days prior written notice of such maintenance activities, or such period of time needed to obtain an encroachment permit. Such maintenance activities shall, to the extent feasible, be done with minimal impairment, interruption, or interference to City services.

If an emergency repair of the Small Cell Facilities or the Replacement Poles is necessary, Company may be allowed reasonable access to the Sites at any time. In the event of an emergency, Company will endeavor to provide the City's Public Works Director, or designee, with prior written notice and shall, in any event, promptly provide written notice to the City of the emergency repair. An "emergency" for purposes of this section means there is an outage or disruption in Services.

1.9.2 Company shall allow a representative of the City to observe any repair, maintenance or removal work performed at the Sites.

1.9.3 The City reserves, and Company agrees to, the right of the City, its authorized officers, employees, agents or contractors, to enter into and access the Sites at any time. Without limiting the foregoing, the City and Company agree that the City may: (1) inspect the Sites and Small Cell Facilities for Company's

compliance with the terms of this Agreement; (2) make repairs, alterations or additions to the Sites or maintain or use the Site in a manner that, to the extent feasible, causes minimal impairment, interruption or interference with Company's use of the Sites and in a manner that is consistent with the terms of this Agreement.

ARTICLE 2 TERM AND TERMINATION

2.1 Term. The initial term of this Agreement shall be ten (10) years (the "Initial Term") beginning on the Effective Date of this Agreement and shall automatically renew under the same terms and conditions for three (3) successive five (5) year renewal terms (each a "Renewal Term"), unless Company provides the City notice of its intent not to renew at least ninety (90) days before the expiration of the Initial Term or Renewal Term, as applicable. The initial term for each individual SLA shall commence on the first day of the month following commencement of construction (the "SLA Commencement Date") and shall be five (5) years. Each SLA shall be automatically extended for four (4) successive periods of five (5) years, unless Company notifies the City in writing of Company's intent not to renew the SLA at least thirty (30) days prior to the expiration of the then current term. Notwithstanding anything herein, after the expiration or early termination of this Agreement, its terms and conditions shall survive and govern with respect to any remaining SLAs in effect until their expiration or termination.

2.2 Termination of Use.

2.2.1 Notwithstanding Section 2.1 above, Company may terminate any individual SLA by providing the City with ninety (90) days prior written notice. In the event of any such termination, Company's payment obligations to the City shall terminate simultaneously with the termination of use, provided Company removes its equipment and restores the Sites, as set forth in Article 3, below and in the Wireless Ordinance, prior to the termination date.

2.2.2 Notwithstanding Section 2.1 above, City may terminate an individual SLA pursuant to Section 8.1.2 below upon Company's failure to timely cure any breach after notice thereof from City. In the event of any such termination, Company shall have no more than ninety (90) days from the notice of termination date to remove its equipment and restore the Site, as set forth in Article 3, below and in the Wireless Ordinance. Company shall pay to City per-month prorated Site Fees for any period beyond the notice of termination date until Company completes its obligation to remove its equipment and restore the Site; the Site Fees shall continue in full until Company completes its obligation to remove its equipment.

ARTICLE 3 REMOVAL AND RELOCATION

3.1 Removal Due to Public Project. Within ninety (90) days of receipt of a written demand from the City pursuant to this Article 3, Company, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Company under this Agreement, whenever the City reasonably determines that the removal and/or relocation of any part of the Network is needed due to either (i) any work proposed to be done by or on behalf of the City or any other governmental agency, including but not limited to, any change of grade, alignment or width of any street, sidewalk or other public facility, installation of curbs, gutters or landscaping and installation, construction, maintenance or operation of any underground or aboveground facilities such as sewers, water mains, drains, storm drains, pipes, gas mains, poles, power lines, telephone lines, cable television lines and tracks, or (ii) because any part of the Network is interfering with or adversely affecting the proper operation of City-owned light poles, traffic signals, or other City facilities. In the event the City reasonably determines that the removal and/or relocation of any part of the Network is needed to protect or preserve the public health and safety, then upon receipt of a written demand

from the City, Company, at its sole cost and expense, shall remove and relocate any part of the Network, constructed, installed, used and/or maintained by Company under this Agreement in a reasonably expeditious timeframe as needed to protect the public health and safety. The City shall cooperate with Company in relocating any portion of the Network removed pursuant to this Section 3.1 in a manner that allows Company to continue providing service to its Customers, including, but not limited to, expediting approval of any necessary permits required for the relocation of that portion of the Network relocated under this Section 3.1.

3.2 Removal Due to Termination. No later than ninety (90) days after termination of this Agreement pursuant to the provisions of this Agreement, Company shall by Encroachment Permit, at its sole cost and expense, remove the Network or the terminated portion thereof and, if such removal disturbs the Sites or adjacent property (including City ROW or City property), restore each Site and its adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Company to the Site or adjacent property, or as otherwise required by the City. For Replacement Poles, Company shall install a replacement streetlight or facility as directed by City's Public Works Director, or designee. Alternatively, the City may allow Company, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.3 Abandonment. In the event Company ceases to operate and abandons the Network, or any part thereof, for a period of one hundred eighty (180) straight days or more, Company shall, at its sole cost and expense and no more than thirty (30) days following notice of expiration of the 180-day period specified herein, vacate and remove the Network or the abandoned part thereof. If such removal disturbs the Site or adjacent property (including City ROW or City property), Company shall also, at its sole cost and expense, restore the Site or adjacent property to its original condition, reasonable wear and tear excepted, and further excepting landscaping and related irrigation equipment, or other aesthetic improvements made by Company to the Site or adjacent property. Alternatively, the City may allow Company, in the City's sole and absolute discretion, to abandon the Network, or any part thereof, in place and convey it to the City.

3.4 No Relocation Compensation. The parties understand and agree that Company is not and shall not be entitled to compensation for any relocation of its Network that may be required under Section 3.1. Company further acknowledges that Company is not entitled to relocation assistance or any other compensation or benefits under the Uniform Relocation Assistance Act or any other applicable provision of law upon termination of this Agreement.

ARTICLE 4 MAINTENANCE AND REPAIR

4.1 Electricity Use. Company shall pay for the electricity and other utilities services it consumes in its operations at the rate charged by the servicing utility company.

4.2 Street Lighting. To the extent Company has any obligation to construct and install the Replacement Poles, as described in Section 1.6, Company shall, at its cost, install all mast arms, lighting equipment and other equipment or facilities necessary to place the lights or pole facilities back in operation for all lighting purposes that were in place before the removal and replacement of the pole. Once such lighting equipment is initially installed/replaced by Company, the City shall maintain the lighting components of the Replacement Poles, including the light mast arm, bulb maintenance and settings for automatic light detection sensors. The Company and City may, at any time, mutually agree in writing to an alternative means of allocating responsibility for the installation or maintenance of lighting equipment on any Replacement Pole.

4.3 Maintenance and Repair. Company shall, at Company's sole cost and expense, perform all maintenance and repairs reasonably needed to maintain the Network in good condition and neat and orderly appearance, and in compliance with all applicable Laws. In the event any part of the Network requires

replacement because such part cannot be repaired, Company shall, at Company's sole cost and expense, replace the irreparable part of the Network. Company shall not cause rubbish, garbage or debris on or around the Small Cell Facilities or the Sites and shall not permit any rubbish, garbage or debris to accumulate on or around in any enclosed areas around the Small Cell Facilities and the Sites. If the City gives Company written notice of a failure by Company to maintain the Small Cell Facilities, Company shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice.

4.4 Repair of ROW. Company shall be responsible for any damage, ordinary wear and tear excepted, to street pavement, existing facilities and utilities, curbs, gutters, sidewalks, landscaping, and all other public or private facilities, to the extent caused by Company's construction, installation, maintenance, access, use, repair, replacement, relocation, or removal of the Network in the City's ROW. Company shall promptly repair such damage and return the City's ROW and any affected adjacent property to a safe and satisfactory condition to the City in accordance with the City's applicable street restoration standards or to the property owner if not the City. Company's obligations under this Section 4.4 shall survive for one (1) year past the completion of such reparation and restoration work and return of the affected part of the City's ROW by Company to the City.

4.5 Bond. Company shall provide a bond in an amount determined by City per Small Cell Facility to represent the estimated cost of Company's obligations under Sections 3 and 4 of this Agreement, which the City may require Company to increase from time to time (but no more frequently than every five years during the term of this Agreement) to reflect the reasonable estimated cost of performing such obligations, to secure performance of Company's obligations under Sections 3 and 4.

ARTICLE 5 TAXES

5.1 Taxes. Company agrees that it will be solely responsible for the payment of any and all applicable taxes, fees and assessments levied on its ownership, use and maintenance of the Network and this Agreement. Pursuant to Section 107.6 of the California Revenue and Taxation Code, the City hereby advises, and Company recognizes and understands, that Company's use of the City's ROW, the Replacement Poles, and/or other non-ROW city property and facilities may create a possessory interest subject to real property taxation and that Company may be subject to, and responsible for, the payment of real property taxes levied on such interest. Company will cooperate with the San Bernardino County Assessor in providing any information necessary for the Assessor to make a property tax determination. Company reserves the right to challenge any such assessment, and the City agrees to cooperate with Company in connection with any such challenge.

ARTICLE 6 INDEMNIFICATION

6.1 Indemnity. Company shall indemnify, defend, and hold harmless the City, its councilmembers, officers, employees, agents, and contractors, from and against liability, claims, demands, losses, damages, fines, charges, penalties, administrative and judicial proceedings and orders, judgments, and the costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs of defense to the extent resulting from activities undertaken by Company or its Customers pursuant to this Agreement, except to the extent arising from or caused by the gross negligence or willful misconduct of the City, its councilmembers, officers, employees, agents, or contractors. The City shall promptly notify Company of any claim, action or proceeding covered by this Section 6.1.

6.2 Waiver of Claims. Company waives all claims, demands, causes of action, and rights it may assert against the City on account of any loss, damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from any event or occurrence except for any loss,

damage, or injury to any portion of the Network, or any loss or degradation of the services provided by the Network resulting from the gross negligence or willful misconduct of the City.

6.3 Limitation of City's Liability. The City will be liable, if at all, only for the cost of repair to damaged portions of the Small Cell Facilities arising from the gross negligence or willful misconduct of City, its employees, agents, or contractors. The City, its agents, officers, employees or contractors, shall not be liable for any damage from any cause whatsoever to the Small Cell Facilities , specifically including, without limitation, damage, if any, resulting from the City's maintenance operations adjacent to the Small Cell Facilities or from vandalism or unauthorized use of the Small Cell Facilities , except to the extent such damage is caused by the gross negligence or willful misconduct of City, its agents, officers, employees or contractors. The City will in no event be liable for indirect or consequential damages.

ARTICLE 7 INSURANCE

7.1 Insurance Requirements. Company shall obtain and maintain at its sole cost and expense for the duration of this Agreement insurance pursuant to the terms and conditions described in this Article. The insurance requirements herein may be satisfied by a combination of primary, umbrella, and/or excess liability insurance policies.

(a) Insurance. Company shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

(i) General Liability: A policy or policies of Commercial General Liability Insurance as per ISO form CG0001 or its equivalent, with limits of \$2,000,000 combined single-limit per-occurrence for bodily injury, personal injury, loss and property damage resulting from Company's operations under this Agreement. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: A policy or policies of Commercial Auto Liability Insurance covering bodily injury and property damage, with limits of \$1,000,000 combined single-limit per-accident for bodily injury and property damage covering any vehicle licensed for road use utilized by Company in performing the work covered by this Agreement.

(iii) Workers' Compensation and Employer's Liability: Workers' compensation limits as required by the Labor Code, and Employer's Liability limits of \$1,000,000 per accident/per disease, per employee/per disease, policy limits.

(b) Other Insurance Provisions. The policies shall contain, or be endorsed to contain, the following provisions:

(i) General Liability and Automobile Liability Coverage.

(1) The City, and its elected and appointed council members, board members, commissioners, officers and officials (the "Additional Insureds") shall be included as additional insureds on all required insurance policies, except for Workers' Compensation and Employer's Liability policies, with respect to Company's operations under this Agreement. City's additional insured status shall (i) be limited to bodily injury, property damage or personal and advertising injury caused, in whole or in part, by Company, its employees, agents or independent contractors; (ii) not extend to claims for punitive or exemplary damages arising out of the acts or omissions of City, its employees, agents or independent contractors or where such coverage is prohibited by law or to claims arising out of the gross negligence of City, its employees, agents or

independent contractors; and, (iii) not exceed Company's indemnification obligation under this Agreement, if any.

(2) Company's required commercial and general auto liability insurance coverage shall be primary insurance as respects the Additional Insureds with respect to the matters covered by this Agreement. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Company's insurance and shall not contribute with it.

(3) Company's insurance shall apply separately to each of the Additional Insureds against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Each of the Additional Insureds is subject to all policy terms and conditions and has an obligation, as an Additional Insured, to report claims made against them to the insurance carrier.

(ii) Worker's Compensation and Employers Liability Coverage. To the extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Additional Insureds for losses arising from work performed by Company in the City's ROW.

(iii) All Coverages. For each insurance policy required by this clause, Company shall provide thirty (30) days' prior written notice to the City of cancellation, non-renewal (for any required coverage that is not replaced), and any reduction in coverage below the limits required under this Agreement, and five (5) days' prior written notice for cancellation due to non-payment of premium. Company may self-insure any of the required coverage under this Agreement.

(c) Acceptability of Insurers. Insurance shall be placed with insurers with an A.M. Best rating of no less than A-VII.

(d) Verification of Coverage. Company shall furnish the City with certificates of insurance required by this Article 7. The certificates for each insurance policy are to be signed by a person, either manually or electronically, authorized by the named insured to bind coverage on its behalf. All certificates are to be received and approved by the City before work commences.

(e) Secondary Parties. In the event Company hires any subcontractors, independent contractors or agents ("Secondary Parties") to locate, place, attach, install, operate, use, control, replace, repair or maintain the Network, Company shall either insure such Secondary Parties on Company's insurance policies or Company shall require that each of its Secondary Parties adhere to the same insurance requirements set forth in this Section 7.1 (the "Insurance Requirements"); provided, however, this provision may be satisfied by insurance policies of such Secondary Parties which meet the Insurance Requirements, including having the City as an additional insured, and insure the activities of their subcontractors in lieu of separate subcontractor insurance policies.

ARTICLE 8 DEFAULT

8.1 Default.

8.1.1. Defined. A "Default" shall be deemed to have occurred under this Agreement if a party fails to cure such within thirty (30) days after written notice specifying such breach, provided that if the breach is of a nature that it cannot be cured within thirty (30) days, a default shall not have occurred so long as the breaching party has commenced to cure within said time period and thereafter diligently pursues such cure to completion.

8.1.2. Remedies. Upon the failure of a party to timely cure any breach after notice thereof from the other party and expiration of the above cure periods, then the non-defaulting party may, subject to the terms of

Section 6.3 (Limitation of Liability), (i) terminate this Agreement in its entirety as to all Sites if the default arises from or pertains to all Sites and (ii) pursue all remedies provided for in this Agreement and/or any remedies it may have under applicable law or principles of equity relating to such breach; provided, however, if the default only arises from or pertains to particular Sites, City shall only terminate the Permit or SLAs (in whole or in part) for those Sites from which the default arises and require removal of the Small Cell Facilities thereon rather than terminate this Agreement in its entirety.

8.2 City Termination Right. In addition to the remedies set forth in Section 8.1.2, the City shall have the right to terminate this Agreement if the City is mandated by Law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the Small Cell Facilities from the Sites.

8.3 No Waiver. A waiver by either party at any time of any of its rights as to anything herein contained shall not be deemed to be a waiver of any breach of covenant or other matter subsequently occurring.

ARTICLE 9 INTERFERENCE

9.1 Company shall operate the Network in a manner that will not cause interference with City non-public safety communications systems and to the services and facilities of other licensees or lessees of City property located at or near the Sites that were in operation prior to the installation of the Network or that are in operation prior to any modifications Company may make to the Network.

9.2 Company's Network and facilities shall not cause interference with public safety communications systems operated by City or any other public agency, regardless of the date such systems or any components thereof have been placed in service. Nor shall Company's Network and facilities cause interference with the City's use of the Replacement Poles for their intended purpose as streetlights, traffic lights, and/or stand-alone light poles.

9.3 If such interference with the facilities described in Sections 9.1 and 9.2 occur, Company shall, upon receipt of written notice thereof from City, immediately commence commercially reasonable, diligent, efforts to correct or eliminate such interference. If such interference cannot be corrected by Company to the reasonable satisfaction of City within the cure period set forth for in the City's notice, which notice shall not be less than 30 days absent an emergency or danger to public health and safety requiring shorter notice, such interference shall be deemed a material breach under this Agreement and City may terminate this Agreement. Interference caused by actions of Company's Customer(s) remain the responsibility of Company.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Nonexclusive Use. Company acknowledges that this Agreement does not provide Company with exclusive use of the City's ROW or any municipal facility and that City retains the right to permit other providers of communications services to install equipment or devices in the City's ROW and on municipal facilities, provided such providers do not unreasonably interfere with Company's use of the Sites as permitted hereunder. Company acknowledges that the City may make information available to other providers of communications services concerning the presence or planned deployment of the Network in the City's ROW.

10.2 Notices. All notices which shall or may be given pursuant to this Agreement shall be in writing and personally served or transmitted through registered or certified mail, postage prepaid or by express mail providing for overnight delivery, postage prepaid, to the following address or such other address of which a party may give written notice:

City: City of Perris
101 North D Street
Perris, CA 92570
Attention: Public Works Director

With copies to:
Eric Dunn, City Attorney
Aleshire & Wynder, LLP
3880 Lemon Street, Suite 520
Riverside, CA 92501

City of Perris Planning & Economic Development Department
135 North D Street
Perris, CA 92570
Attention: Director

Company: New Cingular Wireless PCS, LLC
Attn: Network Real Estate Administration
Site No. City of Perris Wireless MLA (CA)
1025 Lenox Park Blvd. NE, 3rd Floor
Atlanta, GA 30319

With a copy to:

New Cingular Wireless PCS, LLC
Attn: AT&T Legal Dept – Network Operations
Site No. City of Perris Wireless MLA (CA)
208 S. Akard Street
Dallas, TX 75202-4206

Attention: Such notice shall be deemed made when personally delivered; if mailed via first class U.S. Mail, such notice shall be deemed made three (3) calendar days after the date of deposit in the U.S. Mail; if mailed via express/overnight mail, such notice shall be deemed made two (2) calendar days after the date of deposit in a designated overnight delivery mailbox or other like facility. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

10.3 Attorneys' Fees. If legal action is brought by either party because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing party is entitled to recover reasonable attorneys' fees and court costs.

10.4 Sublease / Assignment. Company will have the right to assign, sell or transfer its interest under this Agreement, in whole or part, without the City's consent, to: (a) any person or entity controlling, controlled by, or under common control with Company, or (b) any entity that acquires all or substantially all of the Company's assets in the market as defined by the Federal Communications Commission in which the City's poles are located; provided, however, that in each case Company's assignee shall have a net worth of at least Twenty Million Dollars (\$20,000,000). Except as otherwise provided above, Company shall not assign, sublet, enter into franchise, license or concession agreements, mortgage, encumber, pledge, hypothecate or otherwise transfer (including any transfer by operation of law this Agreement or any interest therein) without City's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall not be assignable by operation of law as to any interest of Company herein. The City's consent to an assignment shall

not be deemed to be a consent to a subsequent assignment. Subject to the above, the provisions contained in this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. It shall be reasonable for City to withhold consent to any assignment to a third-party whose qualifications (including, without limitation, financial condition, reputation and operating history) are less than those of Company, and Company shall provide City evidence of such qualifications upon request.

10.5 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, legal representatives, successors, assigns and transferees.

10.6 Entire Agreement; Modification; Waiver. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. All prior and contemporaneous agreements, representations, negotiations, and understandings of the parties, oral or written, relating to the subject matter hereof, are merged into and superseded by this Agreement. Any modification or amendment to this Agreement shall be of no force and effect unless it is in writing and signed by the parties. No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar. No waiver or consent shall constitute a continuing waiver or consent or commit either party to provide a waiver in the future except to the extent specifically set forth in writing. No waiver shall be binding unless executed in writing by the party making the waiver.

10.7 Severability. If any one or more of the provisions of this Agreement shall be held by a court of competent jurisdiction in a final judicial action to be void, voidable, or unenforceable, such provision or provisions shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect the validity of the remaining portions of this Agreement.

10.8 Governing Law. This Agreement shall be interpreted and enforced according to, and the parties' rights and obligations governed by, the domestic law of the State of California or applicable federal law, without regard to laws regarding choice of applicable law. Any proceeding or action to enforce this Agreement, or otherwise directly related to this Agreement shall occur in the federal court with jurisdiction over San Bernardino County or the state courts located in San Bernardino County, California.

10.9 Survival of Terms. All of the terms and conditions in this Agreement related to payment, removal due to termination or abandonment, indemnification, limits of City's liability, attorneys' fees and waiver shall survive termination of this Agreement.

10.10 Captions and Paragraph Headings. Captions and paragraph headings used herein are for convenience only. They are not a part of this Agreement and shall not be used in construing this Agreement.

10.11 Exhibits. All Exhibits referenced in this Agreement are hereby incorporated as though set forth in full herein.

10.12 Drafting. The parties agree that this Agreement is the project of joint draftsmanship and that should any of the terms be determined by a court, or in any type of quasi-judicial or other proceeding, to be vague, ambiguous and/or unintelligible, that the same sentences, phrases, clauses or other wording or language of any kind shall not be construed against the drafting party in accordance with California Civil Code Section 1654, and that each party to this Agreement waives the effect of such statute.

10.13 Execution in Counterparts. This Agreement may be executed in one or more identical counterparts and all such counterparts together shall constitute a single instrument for the purpose of the effectiveness of this Agreement.

10.14 Authority to Execute This Agreement. Each person or persons executing this Agreement on behalf of a party, warrants and represents that he or she has the full right, power, legal capacity and authority to execute

this Agreement on behalf of such party and has the authority to bind such party to the performance of its obligations under this Agreement without the approval or consent of any other person or entity.

10.15 No Warranty by the City. The City makes no representations or warranties regarding the suitability, condition or fitness of the Sites for the installation, maintenance or use of the Replacement Poles or the Small Cell Facilities.

10.16 Agreement Applicable Only to the Sites. This Agreement shall not be construed to permit construction, installation, maintenance or use of Small Cell Facilities on any property other than the Sites.

10.17 No Abrogation of Legal Responsibilities. The City's execution of this Agreement shall not abrogate, in any way, Company's responsibility to comply with all permitting requirements or to comply with all Laws with respect to its performance of the activities permitted under this Agreement.

[Signatures Begin on Following Page]

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date stated in the introductory clause.

CITY OF PERRIS, a municipal corporation

New Cingular Wireless PCS, LLC,
a Delaware limited liability company

By: _____
City Manager

By: AT&T Mobility Corporation
Its: Manager

By: _____

Name: _____

Title: _____

Date: _____

ATTEST:

By: _____
City Clerk

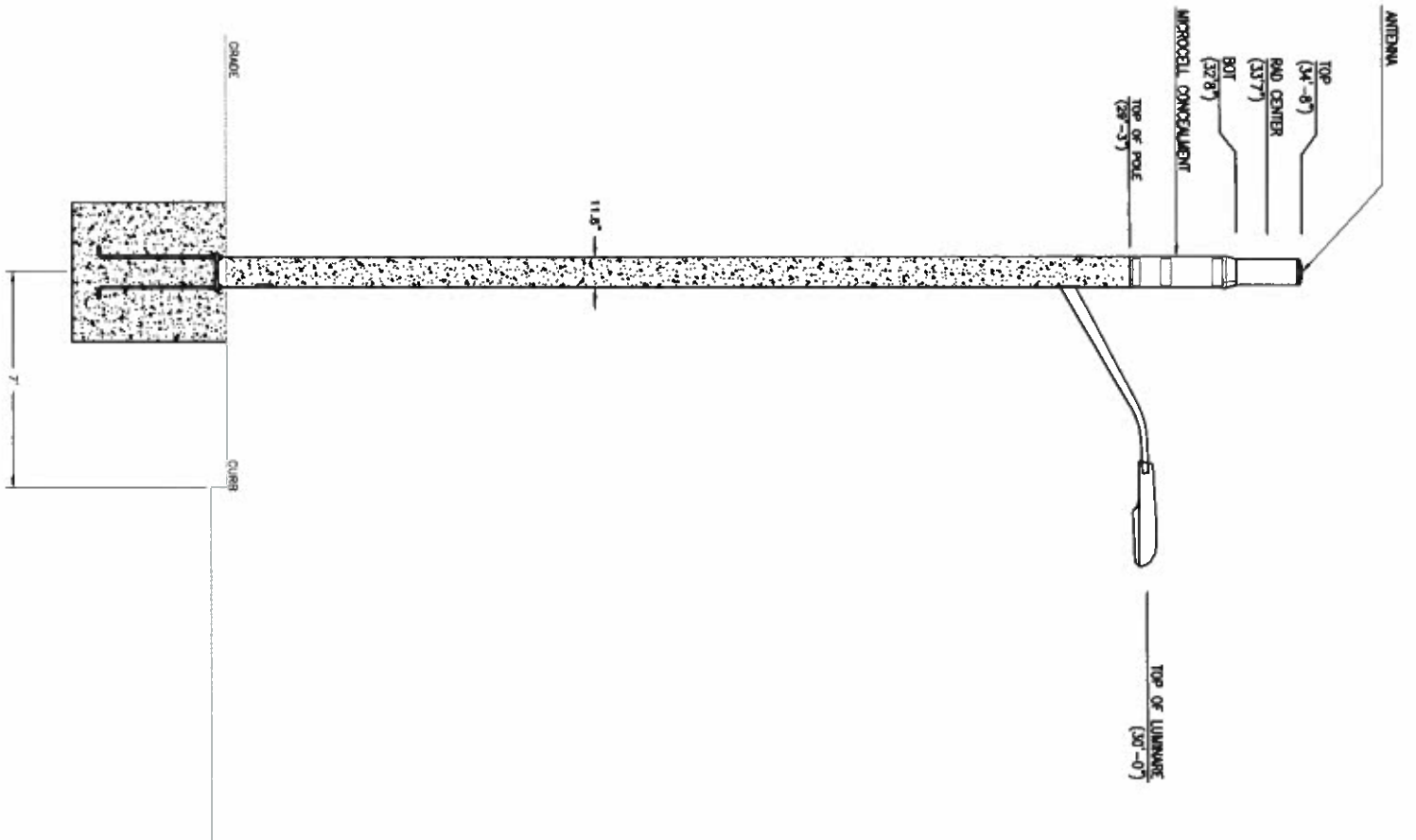
APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT A

Pre-Approved Small Cell Facility Design

Attached behind this page is the Small Cell Facility design and individual site plan layout covered by this Agreement.



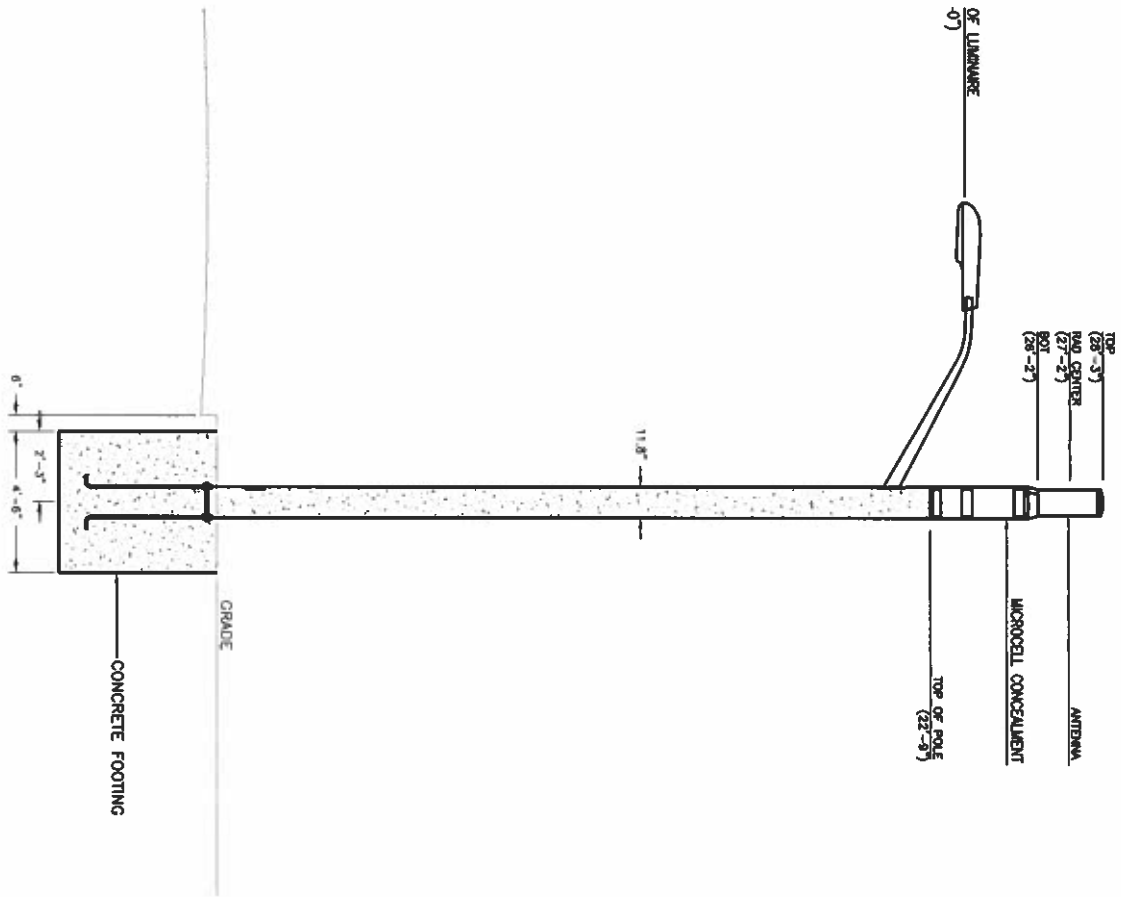


EXHIBIT B

FORM OF SITE LICENSE AGREEMENT

This Site License Agreement, is made this _____ day of _____, 20____, between the City of Perris, a municipal corporation ("Licensor") and NEW CINGULAR WIRELESS PCS, LLC, a Delaware limited liability company ("Licensee").

1. License Agreement for Small Cell Facilities. This Site License Agreement as referenced in that certain License Agreement for Master Network License Agreement, between Licensor and Licensee dated _____, 20____ ("Agreement"). Licensee has submitted a Site License Application pursuant to the Agreement, and Licensor has reviewed the application and grants approval subject to the terms of this Site License Agreement. All of the terms and conditions of the Agreement are incorporated hereby by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction or inconsistency between the terms of the Agreement and this Site License Agreement, the terms of this Site License Agreement shall govern. Capitalized terms used in this Site License Agreement shall have the same meaning ascribed to them in the Agreement unless otherwise indicated herein.
2. Project Description and Locations. Licensee shall have the right to install and attach Small Cell Facilities on, under, and above the public right of way owned or controlled by Licensor, on, in and adjacent to the specific City pole as identified and described in Exhibit 1 attached hereto (collectively the "Licensed Site").
3. Term. The Term of this Site License Agreement shall be as set forth in Section 2.1 of the Agreement.
4. Site Fee. The Site Fee shall be in the amount and otherwise payable in accordance with the Agreement as set forth in Section 1.8 of the Agreement.
5. Special Provisions, If Any (Specific to the Site).

[SIGNATURES APPEAR ON FOLLOWING PAGE]

LICENSOR:

CITY OF PERRIS

By: _____

Name: _____

Title: _____

Date: _____

LICENSEE:

NEW CINGULAR WIRELESS PCS, LLC,
a Delaware Limited Liability Company

By: AT&T Mobility Corporation
Its: Manager

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBITS

- 1 Licensed Site, Wireless Installation Equipment List and Plans

EXHIBIT 1 TO SITE LICENSE AGREEMENT

Licensed Site, Wireless Installation Equipment List and Plans

Licensee Wireless Installation Reference: [LICENSEE TO COMPLETE]

FA / USID:

Site Name: CRAN_POLYGON NAME_NODE #

PTN / PACE:

Structure pole number: [LICENSOR TO COMPLETE]

Structure Latitude and Longitude (Approximate): [LICENSEE TO COMPLETE]

Wireless Installation Equipment List: [LICENSEE TO COMPLETE]

Wireless Installation Plans: See the attached plan set dated [REDACTED] 20 [REDACTED] prepared by [REDACTED] consisting of ([REDACTED]) page(s).

**EXHIBIT C
SITE LICENSE APPLICATION**

Page 2 of 2

SMALL CELL FACILITY – STRUCTURE REPLACEMENT

Structure Pole #	Location/GPS Coordinates		Antenna Grade (Highest Point)	Antenna Dimensions (HxWxD)	Equipment Weight	Transmit Frequency	Receive Frequency	Output Power Level
	LAT	LONG						
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
Existing								
New								
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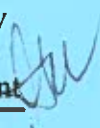
CITY OF PERRIS

CITY COUNCIL AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Agreement for Purchase and Sale of Real Property for property located south side of 10th Street and easterly of D Street: APN 313-272-005

REQUESTED ACTION: Approve the Agreement for Purchase and Sale of Real Property, APN 313-272-005 with owners, Julian Rubalcava and Clementina Rubalcava, and authorize the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney

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

BACKGROUND/DISCUSSION:

Staff is presenting for consideration an Agreement for Purchase and Sale of Real Property ("Agreement") for 0.13 acres, APN: 313-272-005 with owners, Julian Rubalcava and Clementina Rubalcava. This purchase of real property is for the development of a single family residence. The unit will be rented out by the City of Perris to either an extremely low, very low, or low income household to meet the City's NSP and LH25 (funds targeted for households whose incomes are at or under 50% area median income) required under HUD regulations.

The terms of the Agreement between the City of Perris and Mr. and Mrs. Morales include the following:

- Property: 5,663 square feet also known as APN 313-272-005;
- Escrow: Open within three (3) business days after the City's receipt of the fully executed agreement. Escrow to close within forty-five (45) days;
- Purchase Price: Sixty thousand dollars and zero cents (\$60,000) plus closing costs not to exceed \$2,400.00, totaling \$62,400.00.

Staff recommends that the City Council approve the Agreement with Mr. and Mrs. Rubalcava, and authorize the City Manager or his designee to finalize and execute the Agreement in a form approved by the City Attorney.

BUDGET (or FISCAL) IMPACT: \$62,400 charge to the Neighborhood Stabilization Program (NSP3) Account

Prepared by: Rebecca Rivera, Project Manager 

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director RC 

Attachments: Agreement for Purchase and Sale of Real Property, APN 313-272-005

Consent: April 23, 2019
Public Hearing:
Business Item:
Presentation:
Other:

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS
[APN 313-272-005]

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("Agreement") is made this 23rd day of April, 2019 ("Effective Date") by and between THE CITY OF PERRIS, a municipal corporation ("Buyer"), and JULIAN RUBALCAVA and CLEMENTINA RUBALCAVA, husband and wife as joint tenants ("Seller"), collectively the "Parties."

RECITALS:

Seller is the owner of approximately 5,663 square feet of unimproved real property located in the City of Perris, County of Riverside, State of California, referred to as Assessor's Parcel Number ("APN") 313-272-005 and which is legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto and incorporated herein by this reference ("Property").

Seller desires to sell and Buyer desires to purchase the Property (further defined below) pursuant to the terms and conditions of this Agreement.

DEFINITIONS:

"Business Days" - shall mean calendar days excluding weekends and holidays.

"Buyer" - shall mean the City of Perris, a municipal corporation.

"Calendar Days" - shall mean consecutive calendar days excluding recognized federal and state holidays.

"City" - shall mean the City of Perris, a municipal corporation formed and existing under the laws of the State of California. The term City also includes any assignee of, or successor to, its rights, powers, and responsibilities.

"Closing" - shall mean the exchange of money and documents, and shall be deemed to have occurred when all conditions to closing have been satisfied or waived, Seller's Deed to Buyer has been recorded, the Escrow Holder holds and can record and deliver the remaining documents described in the Agreement, the Title Company is irrevocably and unconditionally committed to issue the Title Policy, and Buyer has delivered the Purchase Price in immediately available funds to Escrow Holder.

"Escrow Holder" - shall mean Cornerstone Escrow Inc., 110 North Lincoln Ave., Suite 303, Corona, CA 92882, (951) 734-8221.

"Property" - shall mean that certain Seller-owned real property, referred to as Assessor's Parcel Number ("APN") 313-272-005, and consisting of approximately 5,663 square feet, and more particularly described in Exhibit "A" of this Agreement.

“Seller” shall mean Julian Rubalcava and Clementina Rubalcava, husband and wife as joint tenants.

“Title Company” - shall mean Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505, (951) 276-2700.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and subject to and on the terms and conditions herein set forth, Buyer hereby agrees to purchase from Seller, and Seller agrees to sell, assign and convey to Buyer the Property herein described, together with:

- (a) All privileges, rights, easements, appurtenances belonging to the Property excepting any dedications, easements or other rights-of-way reserved to or required by Seller or other entity as set forth in the Deed and/or approved title exceptions;
- (b) All development rights and air rights relating to the Property; and
- (c) All minerals, oil, gas, and other hydrocarbon substances on and under the Property subject to any exceptions set forth on the Deed or recorded against Property; all right, title and interest of Seller in and to any streets, alleys, passages, water and sewer taps, sanitary or storm drain capacity or reservations and rights under utility agreements subject to Section 1(a) above, and other easements and rights-of-way including in, adjacent to or used in connection with the beneficial use and enjoyment of the Property.

Seller shall sell, assign, and convey to Buyer the Property in its condition, AS-IS, WHERE IS, at the Close of Escrow. Should a conflict arise between this Agreement and the Grant Deed, the provision or term most restrictive and beneficial to Buyer shall prevail.

2. OPENING OF ESCROW.

Within three (3) business days after Buyer's receipt of a copy of the fully executed (by both Buyer and Seller) Agreement, the parties shall open an escrow ("Escrow") with the Escrow Holder by causing an executed copy of this Agreement to be deposited with Escrow Holder. Escrow shall be deemed open on the date the executed Agreement is delivered to Escrow Holder ("Opening of Escrow"). The Escrow Holder shall be mean Cornerstone Escrow Inc., 110 North Lincoln Ave., Suite 303, Corona, CA 92882, (951) 734-8221. The Escrow Officer shall be Elizabeth Ortiz, Cornerstone Escrow Inc. and/or other appropriate personnel of the Escrow Company authorized and qualified to provide escrow services,

3. PAYMENT OF PURCHASE PRICE.

3.1 Deposit.

Upon execution of this Agreement, Buyer shall make a deposit of One Thousand Eight-hundred Dollars and No Cents (\$1,800.00) ("Deposit") into Escrow within five (5) business days of the Effective Date. Should Buyer terminate this Agreement for any reason during the Due Diligence Period, Buyer shall be entitled to a refund of the Deposit, less reasonable Escrow fees. However, upon completion of the Due Diligence Period, the Deposit shall become non-refundable such that should Escrow terminate as the result of any Buyer default, the Deposit shall be paid to Seller as liquidated damages or compensation, as the case may be, under this Agreement and such payment to Seller shall be the sole and exclusive remedy of or compensation to Seller, as the case may be, as a result of the Buyer's default under or termination of this Agreement. Should Seller default in performance of this Agreement, Buyer shall be entitled to a refund of the Deposit, and Seller shall be responsible for any Escrow fees. Should Escrow close, the Deposit shall be applied towards the Purchase Price.

3.2 Amount of Purchase Price.

The purchase price for the Property shall be Sixty Thousand Dollars and No Cents (\$60,000.00) ("Purchase Price") plus closing costs not to exceed Two Thousand Four Hundred Dollars and No Cents (\$2,400.00), totaling Sixty-two Thousand Four Hundred Dollars and No cents (\$62,400.00).

3.3 Payment of Purchase Price.

On the day preceding Close of Escrow, Buyer shall deposit the balance of the Purchase Price with Escrow Holder in "good funds." "Good funds" shall mean a wire transfer of funds, cashier's or certified check drawn on or issued by the offices of a financial institution located in the State of California, or cash. Escrow Holder shall disburse the cash amount of the Purchase Price to Seller after recordation of the grant deed transferring title to the Property. The total compensation to be paid by Buyer to Seller is all-inclusive of Seller's interest in the Property.

4. ADDITIONAL FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Buyer.

Buyer agrees that on or before 12:00 noon on the date preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and/or documents (executed and acknowledged, if appropriate) which are necessary to comply with the terms of this Agreement.

4.2 Seller.

Seller agrees that on or before 12:00 noon on the business day preceding the Closing Date, Seller will deposit with Escrow Holder an executed and recordable grant deed ("Grant Deed"), substantially in the form as provided in Exhibit "C", conveying the Property to Buyer, together with such funds and other items and instruments as may be necessary in order for the

Escrow Holder to comply with this Agreement. Escrow Holder will cause the Grant Deed to be recorded when (but in no event after the date specified in Section 5.1 below) it can issue the Title Policy in the form described in Article 6 below, and holds for the account of Seller the items described above to be delivered to Seller through Escrow, less costs, expenses and disbursements chargeable to Seller pursuant to the terms hereof.

5. CLOSING DATE; TIME OF ESSENCE.

5.1 Closing Date.

The Parties desire that the Escrow close no later than forty-five (45) days following the Opening of Escrow unless otherwise extended by mutual written agreement. The terms "Close of Escrow" and/or "Closing" and/or "Closing Date" are used herein to mean the time that Seller's Grant Deed is filed for recording by the Escrow Holder in the Office of the County Recorder of Riverside County, California.

5.2 Possession.

Possession and occupancy shall be delivered to Buyer at 5:00 p.m. on the Closing Date.

5.3 Time of Essence.

Buyer and Seller specifically understand that time is of the essence and Buyer and Seller each specifically agrees to strictly comply and perform its obligations herein in the time and manner specified and waives any and all rights to claim such compliance by mere substantial compliance with the terms of this Agreement.

6. TITLE POLICY.

6.1 Approval of Title.

Promptly following execution of this Agreement, but in no event later than ten (10) calendar days following Opening of Escrow, Seller shall furnish Buyer with a Preliminary Title Report ("PTR") issued through the Title Company, describing the state of title of the Property, together with copies of all exceptions specified therein and a map plotting all easements specified therein. The Title Company shall be Stewart Title of California Inc., 11870 Pierce St., Suite 100, Riverside, CA 92505. The Title Officer shall be Shelly Sanchez, who can be contacted at (951) 276-2700, and/or other appropriate personnel of the Title Company authorized and qualified to provide title services. Buyer shall notify Seller in writing ("Buyer's Title Notice") of Buyer's approval of all matters contained in the PTR or of any objections Buyer may have to title exceptions or other matters ("Disapproved Exceptions") contained in the PTR within ten (10) calendar days of receiving the PTR. If Buyer fails to deliver Buyer's Title Notice within said period, Buyer shall be conclusively deemed to have approved the PTR and all matters shown therein.

(a) In the event Buyer delivers Buyer's Title Notice rejecting certain title matters contained in the PTR, Seller shall have a period of ten (10) calendar days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any

such Disapproved Exceptions ("Seller's Notice"), provided, however, if the exception was caused by Seller or can be removed by Seller at no or minimal cost, Seller shall remove the Exception. Seller's failure to deliver Seller's Notice within said ten (10) calendar day period shall be deemed Seller's election to decline to remove the Disapproved Exceptions. If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, if Seller is deemed to have elected to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions, Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) calendar days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines or is deemed to have declined to remove such Disapproved Exception(s).

(b) Upon the issuance of any amendment or supplement to the PTR which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement, provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to ten (10) calendar days following receipt of notice of such additional exceptions. Notwithstanding the foregoing, Buyer's Title Notice and Review period shall automatically terminate three (3) business days prior to Close of Escrow and Buyer's failure to tender Buyer's Title Notice to Seller shall be deemed Buyer's automatic and conclusive approval of the PTR.

6.2 Title Policy.

At the Close of Escrow, the Escrow Holder shall furnish Buyer with an American Land Title Association ("ALTA") Owner's Policy of Title Insurance ("Title Policy") for the Buyer's interest, wherein the Title Company shall insure that title to the Property shall be vested in Buyer, containing no exception to such title which has not been approved or waived by Buyer in accordance with this Section. The Title Policy shall include any available title insurance, extended coverage or endorsements that Buyer has reasonably requested. Seller shall pay the cost that would be required for a California Land Title Association Title Policy. Buyer shall pay the additional cost for the ALTA Title Policy and survey. The premiums for any extended title coverage or endorsements requested by Buyer shall be borne solely by Buyer.

7. DUE DILIGENCE.

7.1 Review of Documents.

Within ten (10) calendar days of Opening of Escrow, Seller shall make available to Buyer true, correct and complete copies of all contracts which relate to the Property (together with any amendments or modifications thereto); the PTR including underlying documents; all reports or other documents in Seller's possession respecting the physical condition of or prior uses of the Property, if any, including, but not limited to, building plans, site plans, ALTA survey, soils and geotechnical studies, and structural studies; and any other information in Seller's possession or control reasonably requested by Buyer regarding the Property. Seller's failure to provide Buyer with a complete copy of each document required to be delivered to Buyer pursuant to this Section shall automatically toll the Due Diligence Period (described below) one day for each day

that Seller fails to satisfy its obligations set forth in this Section. Seller's failure to provide the documents referenced herein to Buyer within the Due Diligence Period shall vest with Buyer the option to terminate this Agreement as set forth in Section 10.5 and thus be entitled to a full refund of the Deposit.

7.2 Scope of Due Diligence.

Buyer, until the date that is forty (40) days after Effective Date ("Due Diligence Period"), shall have the right to make an analysis of the Property including such engineering, feasibility studies, soils tests, environmental studies, surveys and other investigations as Buyer in its sole discretion may desire, to permit Buyer to determine the suitability of the Property for Buyer's contemplated uses and to conduct such other review and investigation which Buyer deems appropriate to satisfy itself to acquire the Property. Buyer shall further have the right to make an examination of all permits, approvals and governmental regulations which affect the Property, including zoning and land use issues and conditions imposed upon the Property by governmental agencies.

7.3 Entry for Investigation.

(a) Subject to the conditions hereafter stated, Seller grants to Buyer, its agents and employees a limited license to enter upon any portion of the Property for the purpose of conducting engineering surveys, soil tests, investigations or other studies reasonably necessary to evaluate the condition of the Property, which studies, surveys, investigations and tests shall be done at Buyer's sole cost and expense.

(b) As a condition to Buyer's entry, inspection or testing, Buyer shall keep the Property free and clear of all materialmen's liens, lis pendens and other liens arising out of the entry and work performed under this Agreement.

(c) Buyer shall obtain or cause its consultants to obtain, at Buyer's sole cost and expense prior to commencement of any investigative activities on the Property, a policy of commercial general liability insurance covering any and all liability of Buyer and Seller with respect to or arising out of any investigative activities. Such insurance policy shall name Seller, its successors and assigns as an additional insured.

7.4 Approval of Due Diligence Matters.

Buyer shall notify Seller in writing ("Buyer's Due Diligence Notice") on or before expiration of the Due Diligence Period of Buyer's approval or disapproval of the condition of the Property and Buyer's investigations with respect thereto (excluding title matters which are to be approved or disapproved pursuant to Section 6.1 above), which approval may be withheld in Buyer's sole and absolute discretion. Buyer's failure to deliver Buyer's Due Diligence Notice on or before expiration of the Due Diligence Period shall be conclusively deemed Buyer's approval thereof. Buyer's written disapproval of said matters shall vest in the Buyer, in its sole and absolute discretion, the option of terminating this Agreement as set forth in Section 10.5 of this Agreement.

7.5 Condition and Delivery of Premises.

Upon Close of Escrow and completion of Buyer's Due Diligence, the Property will be purchased and delivered in an AS-IS, WHERE IS condition.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Condition to Buyer's Obligations.

The obligations of Buyer under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent:

(a) Title Company will issue the ALTA Title Policy as required by Section 6 of this Agreement insuring title to the Property vested in Buyer.

(b) Buyer has approved in writing the condition to title of the Property on or before the date provided in Section 6.1 above.

(c) Buyer has approved in writing all Due Diligence matters on or before the expiration of the Due Diligence Period.

(d) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.

(e) Seller has deposited an executed and recordable Grant Deed into Escrow.

8.2 Condition to Seller's Obligations.

The obligations of Seller under this Agreement shall be subject to the satisfaction or written waiver, in whole or in part, by Seller of the following condition precedent:

(a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.

8.3 Termination for Failure of a Condition.

If Buyer's closing conditions or Seller's closing conditions, as the case may be, have not been previously approved or waived, this Agreement may be terminated by the party in whose favor the closing conditions run by written notice to the other. If this Agreement is so terminated, the parties shall have no further obligation or liability under this Agreement, except as provided that Escrow Holder must return all amounts deposited by Buyer into Escrow, to Buyer. Any cancellation fee or other costs of the Escrow Holder and Title Company shall be borne equally by Buyer and Seller and each party shall pay its own expenses.

9. REPRESENTATIONS AND WARRANTIES.

9.1 Representations and Warranties - Buyer.

(a) Buyer hereby warrants and represents that, as of the Effective Date, this Agreement and the performance of Buyer's obligations under it and all the documents executed by Buyer that are to be delivered to Seller at the Closing are, or on the Closing Date shall be,

duly authorized, executed, and delivered by Buyer and are, or at the Closing Date shall be, legal, valid, and binding obligations of Buyer, and do not, and on the Closing Date shall not, violate any provisions of any agreement or judicial order to which Buyer is a party or to which Buyer or the Property is subject. No consent of any partner, shareholder, creditor, investor, judicial or administrative body, government agency, or other party is required for Buyer to enter into or to perform Buyer's obligations under this Agreement, except as has already been obtained.

(b) Until the Closing, Buyer shall not do anything which would impair Seller's title to any of the Property.

9.2 Effect of Representations and Warranties.

Each representation and warranty in this Article 9: (a) is material and being relied on by the party to which the representation and warranty is made; (b) is true in all respects as of the Effective Date; (c) shall be true in all respects on the Closing Date; and (d) shall survive the Closing, except as otherwise provided in this Agreement.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions.

This Agreement, when signed by Buyer and Seller, shall also constitute Escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail.

10.2 General Escrow Provisions.

Escrow Holder shall deliver the Title Policy to the Buyer and instruct the Riverside County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14.4 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Riverside County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be made by Escrow Holder's check. This Agreement and any modifications, amendments, or supplements thereto may be executed in counterparts and shall be valid and binding as if all of the parties' signatures were on one document.

10.3 Proration of Real Property Taxes.

All non-delinquent general and special real property taxes shall be pro-rated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty (360) day year.

10.4 Payment of Costs.

Seller shall pay documentary transfer fees and taxes, the premium charges for the CLTA Title Policy, the cost for preparation of a Natural Hazard Zone Disclosure ("NHD") report, the cost to record the Grant Deed, if any, and one-half of the Escrow fees. Buyer shall pay one-half

of the Escrow fees and any non-standard coverage, including ALTA premiums or endorsements, requested by Buyer. If Buyer may in its sole discretion desire extended coverage under the Title Policy, Buyer shall pay the additional premiums for such coverage. All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder.

10.5 Termination and Cancellation of Escrow.

Time is of the essence in this Agreement. If Escrow fails to close as provided above, Escrow shall terminate automatically without further action by Escrow Holder or any party, and Escrow Holder is instructed to return all funds, plus accrued interest, and documents then in Escrow to the respective depositor of the same with Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report.

Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("Information Report") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-S as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and Escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e). The parties further agree that neither Buyer nor Seller shall seek to hold the other party liable for the disclosure to the Internal Revenue Service of any such information.

11. BROKERAGE COMMISSIONS.

Buyer and Seller each represent and warrant to the other that no third party is entitled to a broker's commission and/or finder's fee with respect to the transaction contemplated by this Agreement. Buyer and Seller each agree to indemnify and hold the other party harmless from and against all liabilities, costs, damages and expenses, including, without limitation, attorneys' fees, resulting from any claims or fees or commissions, based upon agreements by it, if any, to pay a broker's commission and/or finder's fee.

12. RISK OF PHYSICAL LOSS.

Risk of physical loss to the Property shall be borne by Seller prior to the Close of Escrow and by Buyer thereafter. In the event that the Property shall be damaged by fire, flood, earthquake or other casualty, Buyer shall have the option to terminate this Agreement, provided notice of such termination is delivered to Seller within thirty (30) days following the date Buyer learns of the occurrence of such casualty or Close of Escrow, whichever occurs sooner. If Buyer

fails to terminate this Agreement pursuant to the foregoing sentence within said period, Buyer shall complete the acquisition of the Property, in which case Seller shall assign to Buyer the interest of Seller in all insurance proceeds relating to such damage. Seller shall consult with Buyer regarding any proposed settlement with the insurer and Buyer shall have the reasonable right of approval thereof. Seller shall hold such proceeds until the Close of Escrow. In the event this Agreement is terminated for any reason, Buyer shall have no right to any insurance proceeds.

13. DEFAULT.

13.1 Buyer's Default.

Buyer shall be deemed to be in Default under this Agreement if Buyer fails, for any reason other than Seller's default under this Agreement or the failure of a condition precedent to Buyer's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Buyer) by reason of Buyer's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Seller has given Buyer written notice of the Default, and Buyer has failed to cure such Default within five (5) days after the receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

13.2 Seller's Default.

Seller shall be deemed to be in Default under this Agreement if Seller fails, for any reason other than Buyer's Default under this Agreement or the failure of a condition precedent to Seller's obligation to perform under this Agreement, to meet, comply with, or perform any covenant, agreement, or obligation required on its part within the time limits and in the manner required in this Agreement, or a material breach shall have occurred of any representation or warranty (made by Seller) because of Seller's actual fraud or intentional misrepresentation; provided, however, that no such Default shall be deemed to have occurred unless and until Buyer has given Seller written notice of the Default, and Seller has failed to cure such Default within five (5) days after receipt of such notice (but in any event before the Closing Date, unless such Default occurs after Closing).

14. MISCELLANEOUS.

14.1 No Conflict of Interest.

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

14.2 Assignment.

Buyer shall not have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the Seller at Seller's absolute and sole discretion. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns. Buyer will provide written notice to Seller and Escrow Holder of any assignment and/or vesting designation as may be required so as to not delay Close of Escrow.

14.3 Attorneys' Fees.

In any action between the parties hereto seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.4 Notices.

Any notice which either party may desire to give to the other party or to the Escrow Holder must be in writing and may be given by personal delivery, facsimile or by mailing the same by U.S. mail to the party to whom the notice is directed at the address of such party hereinafter set forth, or such other address and to such other persons as the parties may hereinafter designate:

To Buyer: The City of Perris
 101 North D Street
 Perris, CA 92570
 Attn: City Manager

Copy To: Aleshire & Wynder, LLP
 3880 Lemon Street, Suite 520
 Riverside, California 92501
 Attn: Eric L. Dunn, Esq.

To Seller: Julian Rubalcava and Clementina Rubalcava
 2631 Redlands Ave.
 Perris, CA 92571

14.5 Interpretation; Governing Law.

This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.6 No Waiver.

No delay or omission by either party hereto in exercising any right or power accruing upon the compliance or failure of performance by the other party hereto under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party hereto of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.7 Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.8 Extensions

Seller and Buyer may authorize extensions of any deadline under this Agreement by written mutual agreement with a copy delivered to Escrow Holder. The City Manager of Buyer is authorized to execute any extensions on behalf of Buyer.

14.9 Severability.

If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.10 Merger of Prior Agreements and Understandings.

This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements, oral or written, are merged herein and shall be of no further force or effect.

14.11 No Withholding Because Non-Foreign Seller.

Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18662 and that it will deliver to Buyer on or before the Close of Escrow (i) a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and (ii) a California Form 590.

14.12 Time.

Time is of the essence in the performance of the Parties' respective obligations under this Agreement.

14.13 Non-Liability of Officials or Employees.

No officer, official or employee of either party shall be personally liable to the other, or any successor in interest of such other party, in the event of any default or breach or for any amount which may become due hereunder, or on any obligations under the terms of this Agreement.

14.14 Continuing Cooperation.

Each party shall execute and deliver such other reasonable documents requested by the other party or by Escrow Holder to consummate the transactions described herein.

14.15 Execution in Counterparts.

This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the date set forth above.

"BUYER"

THE CITY OF PERRIS

By: Michael M. Vargas
Its: Mayor

ATTEST:

Nancy Salazar, City Clerk

APPROVED AS TO FORM:

Aleshire & Wynder, LLP

Eric L. Dunn
City Attorney

"SELLER"

JULIAN RUBALCAVA

CLEMENTINA RUBALCAVA

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

That certain real property in the City of Perris, County of Riverside, State of California legally described as follows:

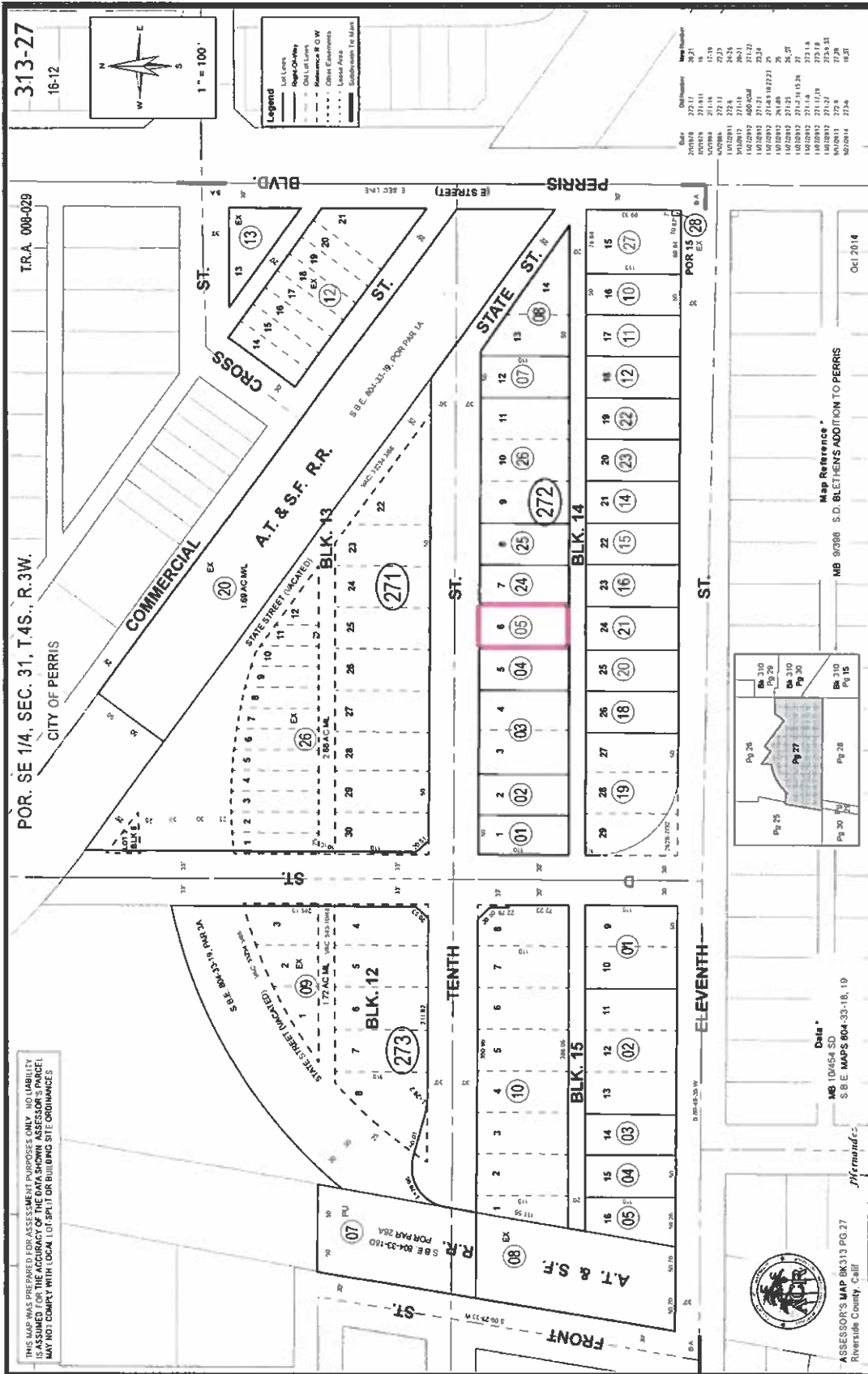
Lot 6 in Block 14 of Belthen's Addition to Perris, in the City of Perris, County of Riverside, State of California, as shown by Map on file in Book 9, Page 398 of Maps, San Diego County Records.

APN: 313-272-005

EXHIBIT "B"

MAP OF THE PROPERTY

[MAP ON FOLLOWING PAGE]



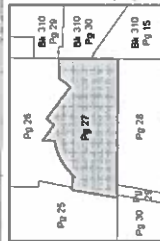
THIS MAP WAS PREPARED FOR ASSESSMENT PURPOSES ONLY. NO LIABILITY IS ASSUMED FOR THE ACCURACY OF THE DATA SHOWN. ASSESSOR'S PARCEL MAY NOT COMPLY WITH LOCAL LOT-SPLIT OR BUILDING SITE ORDINANCES.



ASSESSOR'S MAP BK313 PG.27
Riverside County, Calif

P. Hernandez

Date: 10/06/04
 MB 9/988 S.D. BLETHENS ADDITION TO PARRIS



ELEVENTH

TENTH

STATE ST.

COMMERCIAL

CROSS ST.

STATE ST.

STATE ST.

STATE ST.

STATE ST.

STATE ST.

STATE ST.

STATE ST.

STATE ST.

EXHIBIT "C"

GRANT DEED

FREE RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

City of Perris
101 North D Street
Attn: Judy Haughney, Assistant City Clerk

No DTT per Rev & Tax Code § 11922

(Space Above This Line for Recorder's Office Use Only)
(Exempt from Recording Fee per Gov. Code § 6103)

GRANT DEED

FOR A VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, JULIAN RUBALCAVA and CLEMENTINA RUBALCAVA, husband and wife as joint tenants ("Grantor"), hereby grant(s) to the CITY OF PERRIS, a municipal corporation and general law city ("Grantee"), the fee simple interest in that certain 5,663 square feet of real property located in the City of Perris, County of Riverside, State of California, which is referred to as Assessor's Parcel Number ("APN") 313-272-005, that is identified and described in the Legal Description attached hereto and incorporated herein as Exhibit "A" and depicted on the map attached hereto and incorporated herein as Exhibit "B."

IN WITNESS WHEREOF, Grantor and Grantee have caused this instrument to be executed on their behalf by their respective officers or agents hereunto as of the date first above written.

"GRANTOR":

Date: _____

By: _____
JULIAN RUBALCAVA

Date: _____

By: _____
CLEMENTINA RUBALCAVA

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT CIVIL CODE § 1189

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

STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____ before me, _____
Here, insert Name and Title of Officer

personally appeared _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

CERTIFICATE OF ACCEPTANCE

Pursuant to Government Code Section 27281, this is to certify that the interest in real property conveyed from JULIAN RUBALCAVA and CLEMENTINA RUBALCAVA, husband and wife as joint tenants, by Grant Deed to the CITY OF PERRIS is hereby accepted by the undersigned officer and agent of the CITY OF PERRIS, and the CITY OF PERRIS consents to the recording of the Grant Deed.

Signed and dated in Perris, California on _____, 2019.

“GRANTEE”

CITY OF PERRIS

Date: _____

By: _____
Richard Belmudez, City Manager

ATTEST:

By: _____
Nancy Salazar, City Clerk



CITY OF PERRIS


CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Approval and Appropriation of Construction Change Orders for the Senior Center Billiards Room Remodel Project

REQUESTED ACTION: That the City Council approve change orders for the Senior Center Billiards Room Remodel Project for a total of \$130,000 budget appropriation.

CONTACT: Isabel Carlos, Assistant City Manager 

BACKGROUND/DISCUSSION:

On December 11, 2018, the City Council approved the renovation and remodeling of the Billiards room located at the Perris Senior Center. The project is over fifty percent completed. Staff seeks approval for an additional budget appropriation in the amount of \$130,000 to complete the project. The additional costs breakdown are as follows: Fire Alarm (\$52,000), Roof Reconstruction (\$50,000), Abatement (\$10,000), and Billiards Room Furniture (\$18,000).


The building is not currently equipped with a fire alarm system; however, one will be required with the future expansion of the nutrition center, thus financially it is recommended to install the fire alarm system now during the current construction. Roof reconstruction of the project area was not anticipated during the original bid but became necessary after demolition began in order to renovate to design specification. Abatement for environmental safety is required and needed in order to proceed with the construction of the Billiards Room. In addition, the purchase of four pool tables and lighting fixtures is recommended, as the old furniture is no longer adequate.

Staff seeks approval for the necessary change orders as described, and the appropriation of funds to complete the project without substantial delay to the original construction schedule.

BUDGET (or FISCAL) IMPACT: Appropriation of \$57,568 from Public Improvement Development Impact Fees (Fund 163), \$62,432 from Community Amenities Development Impact Fees (Fund 163), and \$10,000 from Government Facilities Development Impact Fees (Fund 163) for a total of \$130,000 budget amendment for the Billiards Room Remodel Project (Capital Improvement Project #F036).

Prepared by:

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director RC 

Attachments:

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



CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT
135 N. "D" Streets, Perris, CA 92570-2200
TEL: (951) 943-5003 FAX: (951) 943-8379



PROPOSED CHANGE ORDER

BILLIARD ROOM REMODEL PROJECT –CDGB FUNDED

Perris project number –

Perris: CIP Number

Order No. 08A

Date: 04/16/2019

Contract Date: December 11, 2018

Sheet: 1 of 9

Agency: **CITY OF PERRIS**

Project: **BILLIARD ROOM REMODEL PROJECT**

Contractor: **REGENCY-PACIFIC DEVELOPMENT CORPORATION**

The following changes are hereby requested to be made to the Contract Documents:

See Attached Change Proposal Breakdown.

JUSTIFICATION:

Changed Project Conditions

PROPOSED CHANGE TO CONTRACT PRICE:

Original Contract Price \$459,000.00
Current Contract Price adjusted by Previous Change Order(s) \$ 487,844.70
Contract Price due to this Change Order Will be (decreased) (increased). \$ 46,488.65
New Contract Price including this Change Order \$ 534,333.35

PROPOSED CHANGE TO CONTRACT TIME:

Contract Time will be increased by: 20
(Calendar Days)
Date for completion of all work With proposed changes _____
(Date)
Contract Time will be decreased by: N/A
(Calendar Days)
Date for completion of all work With proposed changes _____
(Date)

APPROVALS REQUIRED:

Requested by: Regency Pacific Development Corporation Date: 4/16/2019



Recommended by: 
Architect: Crane Architectural Group

Date: 04/16/19

Recommended by: _____
Project Manager: Eduardo Sida

Date: _____

Approved by: _____
Director of Community Services: Sabrina Chavez

Date: _____

Regency-Pacific Development Corp.

1440 Beaumont Avenue
 Suite A2-300
 Beaumont, CA 92223
 PH: 951 . 797 . 6559
 E-MAIL: 77@regencypacific.com
 License # 555936

Change Proposal: 08A

TO:
 City of Perris

DATE: 4/16/2019
 PROJECT: Perris Sr Center
 100 N. D Street
 Perris, CA

Scope of Work:

- 1) Furnish and install a TPO roofing product in lieu of original specified roofing system. Roofing manufacturer will not warranty the specified product for this roof due to roof slope.
- 2) ADD for additional area of roofing work. Roofing manufacturer will not warranty the roof unless it covers eve to ridge in scope. Also for additional work at HVAC equipment and duct curbs. See attached Exhibit 8A
- 3) ADD for additional demo of roofing due to increased roofing scope.
- 3) ADD for additional mechanical work required to modify ductwork due to raising of roof and HVAC equipment.
- 4) ADD to furnish and install HVAC equipment curbs, custom duct penetration curbs, sheetmetal caps and roof crickets.
- 5) ADD for additional lumber and labor for modified roof framing. - See attached Exhibits 8B & 8C
- 8) ADD to relocate gas line and condensate feeds to modified HVAC equipment.
- 9) Clarification: Aluminum Storefront exterior water leak test only required to be conducted by Contractor in Architects presence.
- 10) Omit the east end parapet roof wall over Billiards Room. Roof crickets to be furnished as necessary to direct water flow.
- 11) Relocate AC 3, 4 & 5 to over vertical roof duct penetrations, if possible.
- 12) Relocate CU-1 to exterior concrete pad approximately 3 ft north of of Office 101

Reason for Change:
 Changed Project Conditions.

Adjusted Contract Completion Date: Add 20 calendar days to Contract Completion Date

MATERIALS

Additional Roof Work Per Attached Quote	\$	20,859.00
Additional Roof Work Per Attached Quote (Contractors Adjustment)	\$	(859.00)
Additional HVAC & Plumbing materials	\$	3,080.00
Lumber	\$	2,244.42

\$ 25,324.42

LABOR

JM Laborer - Grp 1	16	hours @	\$ 55.04	per hour	\$880.64
Foreman	60	hours @	\$ 75.00	per hour	\$4,500.00
JM Sheet Metal Worker	24	hours @	\$ 75.41	per hour	\$1,809.84
JM - Plumber	16	hours @	\$ 74.30	per hour	\$1,188.80
JM - Carpenter	40	hours @	\$ 62.02	per hour	\$2,480.80

\$ 10,860.08

DIRECT LABOR COSTS

Workman's Comp. Ins.	12.54%	\$1,361.85
Federal & State U.I.	6.20%	\$673.32
FICA & Medicare	7.65%	\$830.80
		\$ 2,865.98

EQUIPMENT

BOND EXPENSE

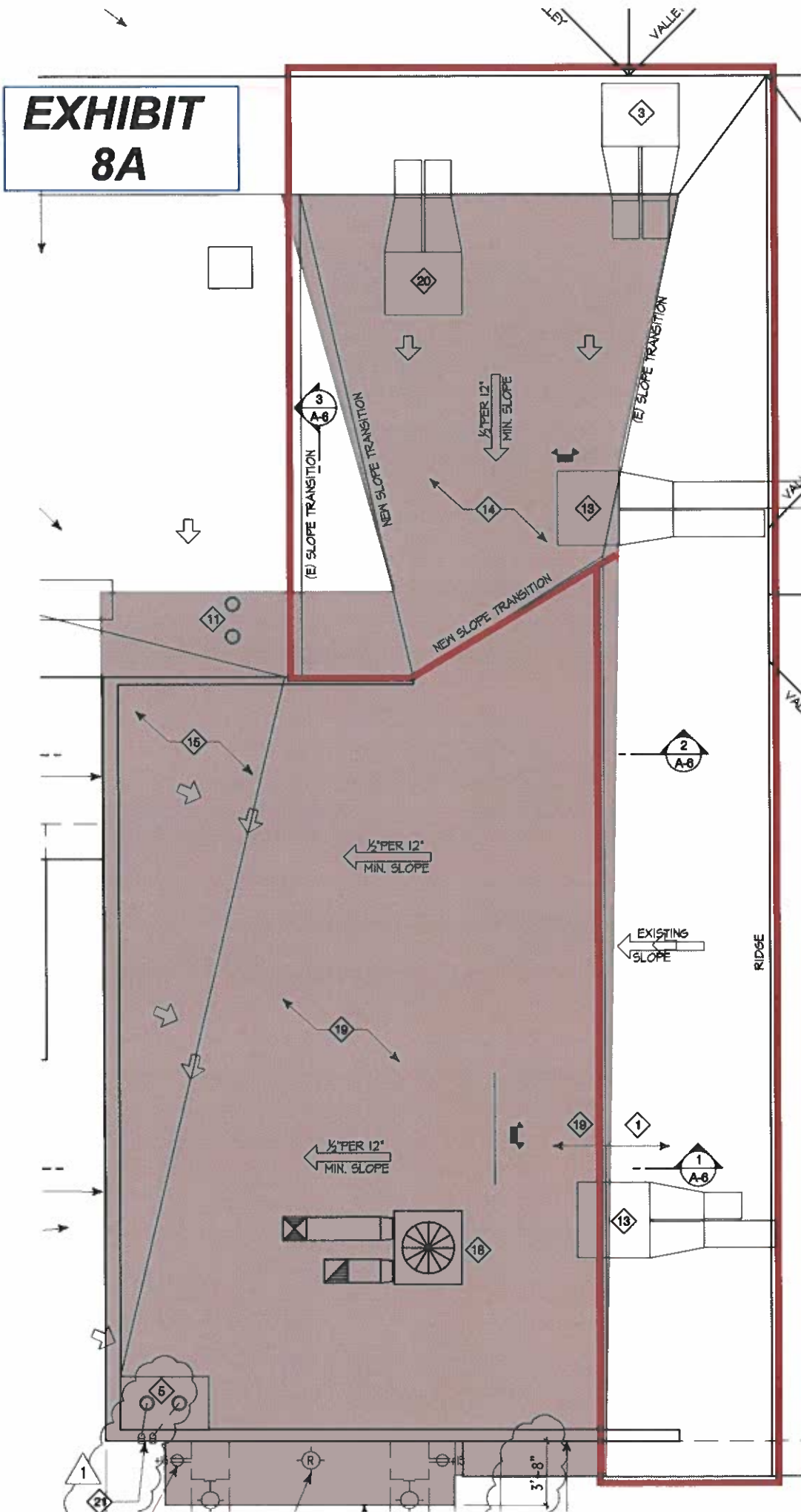
PROFIT & OVERHEAD @ 15%

\$ -
 \$464.90
 \$6,973.28

TOTAL

\$46,488.65

EXHIBIT 8A





CITY OF PERRIS

DEVELOPMENT SERVICES DEPARTMENT
135 N. "D" Streets, Perris, CA 92570-2200
TEL: (951) 943-5003 FAX: (951) 943-8379



PROPOSED CHANGE ORDER

BILLIARD ROOM REMODEL PROJECT – CDGB FUNDED

Perris project number –

Perris: CIP Number

Order No. _____

Date: 2/12/2019

Contract Date: December 11, 2018

Sheet: 1 of 4

Agency: **CITY OF PERRIS**

Project: **BILLIARD ROOM REMODEL PROJECT**

Contractor: **REGENCY-PACIFIC DEVELOPMENT CORPORATION**

The following changes are hereby requested to be made to the Contract Documents:
Furnish and install new Fire Alarm System per the attached.

JUSTIFICATION:

Requested by the City of Perris for Life Safety purposes.

PROPOSED CHANGE TO CONTRACT PRICE:

Original Contract Price \$459,000.00

Current Contract Price adjusted by
Previous Change Order(s) \$ 459,000.00

Contract Price due to this Change Order
Will be (~~decreased~~) (increased). \$ 51,652.84

New Contract Price including this
Change Order \$ 510,652.84

PROPOSED CHANGE TO CONTRACT TIME:

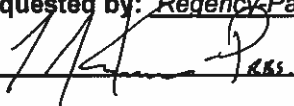
Contract Time will be increased by: 14
(Calendar Days)

Date for completion of all work
With proposed changes To Be Determined
(Date)

Contract Time will be decreased by: N/A
(Calendar Days)

Date for completion of all work
With proposed changes N/A
(Date)

APPROVALS REQUIRED:

Requested by: Regency Pacific Development Corp. Date: 2/12/2019

Accepted by: _____ Date: _____
Architect: Crane Architects

Recommended by: _____ Date: _____
Project Manager: David J. Martinez

Approved by: _____ Date: _____
Director of Public Works: Daryl Hartwill

Regency-Pacific Development Corp.

1440 Beaumont Avenue
Suite A2-300
Beaumont, CA 92223
PH: 951 . 797 . 6559
E-MAIL: 77@regencypacific.com
License # 555936

Change Proposal: 01

TO:
City of Perris

DATE: 2/12/2019
PROJECT: Perris Sr Center
100 N. D Street
Perris, CA

Scope of Work:
1) ADD to furnish and install new Fire Alarm system per the attached. Conduit to be in concealed in wall or ceiling in new work area and surface mounted in existing area. Painting of exposed conduit not included.

Reason for Change:
Requested by the City

Adjusted Contract Completion Date: ADD 14 Calendar days

MATERIALS

Fire Alarm System by BDL Alarms	\$	29,334.94	
Electrical Materials	\$	1,938.44	
CREDIT for Fire Alarm and conduit included with original bid		-\$6,100	
			\$ 25,173.38

LABOR

JM Electrical Wireman	210	hours @	\$ 65.49	per hour	\$13,752.90
Foreman	20	hours @	\$ 75.00	per hour	\$1,500.00
	0	hours @	\$ -	per hour	\$0.00
					\$ 15,252.90

DIRECT LABOR COSTS

Workman's Comp. Ins.	5.57%	\$849.59	
Federal & State U.I.	6.20%	\$945.68	
FICA & Medicare	7.65%	\$1,166.85	\$ 2,962.11

EQUIPMENT

SUBTOTAL

BOND EXPENSE

PROFIT & OVERHEAD

TOTAL

\$ 43,388.39
\$516.54
\$7,747.90

\$51,652.84



B.D.L. ALARMS, INC.

1495 POPPY COURT • BEAUMONT, CA 92223

(800)845-4322 • bdlalarms.com

STATE LIC. NO. ACO-2076
CONTRACTORS LIC. NO. 625441

February 5, 2019

Regency Pacific
Perris Senior Center
100 N. D Street
Perris, CA

This is a proposal to install a complete fire alarm system for the Senior Center in Perris. We will install a Silent Knight 6808 fire alarm control panel with compatible devices. The fire alarm consist of the following equipment:

- 1 Silent Knight 6808 fire alarm control panel
 - 1 Silent Knight 5860 remote annunciator
 - 1 Honeywell IPGSM fire alarm cellular communicator
 - 6 Silent Knight addressable pull stations
 - 29 Silent Knight addressable smoke detectors
 - 2 Silent Knight addressable heat detectors
 - 3 System Sensor outdoor horns
 - 11 System Sensor horn strobes
 - 10 System Sensor strobes
 - 6 Silent Knight addressable input modules
 - 6 Silent Knight addressable relay modules
- Plans, Permits, Programming, and Testing

Total cost of the installation will be \$29,334.94.

Thank you,

Robert Dopf
President
BDL Alarms



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Agreement with LEEDAV Co., Inc, (Safe Swim) for Professional Lifeguard Services and Budget Amendment Request for the Perris Summer Aquatics Program

REQUESTED ACTION: That the City Council approve the attached agreement for professional lifeguard services with LEEDAV Co., Inc, for the Summer Aquatics Program; and approve a budget appropriation request in the amount totaling \$91,000 for Fiscal Years 2018-2020

CONTACT: Arcenio Ramirez, Community Services Manager

BACKGROUND/DISCUSSION:

The City's 2019 Summer Aquatics Program is proposed at Perris High School, offering swim lessons and open swim beginning June 15 through August 3, 2019. Last year, there were a total of 633 participants enrolled in swim lessons, and 288 participants who participated in open swim. Based on feedback provided by parents and participants, there were substantial requests for more swim lessons during the week and on Saturdays due to working parents not being able to participate during the week.

On January 16, 2019 the Parks and Recreation Committee was briefed on the proposed 2019 swim schedule to accommodate additional sessions for swim lessons, and professional lifeguard services provided by LEEDAV, Inc (Safe Swim). Last year, swim lessons were scheduled before noon Monday through Thursday, with afternoon open swim; and open swim was scheduled all day on Friday and Saturday. To accommodate community requests, Staff was directed by to proceed with expanded swim lesson hours for both morning and afternoon sessions Monday through Thursday, Friday all day open swim sessions, and both swim lessons and open swim sessions on Saturday mornings.

The total budget for the 2019 Aquatics Program will remain the same as previous year totaling \$91,000. There is no budget allocated for the upcoming summer program, and therefore staff requests a budget amendment as follows: 1) \$2,240 for Fiscal Year 2018-2019 to cover costs needed to begin the program in June, such as the Perris High School facility rental expenses, equipment, and supplies; and 2) \$88,760 for Fiscal Year 2019-2020 to contract professional lifeguard services offered through Safe Swim in the amount not to exceed \$81,482, and additional budget in the amount of \$7,278 allocated for program supplies and equipment materials, as well as additional event supplies needed to newly launch the City's Summer Aquatics Program, as requested by the Parks and Recreation Committee. The summer launch event will take place on

Saturday, June 15, from 10:00am – 12:30pm at Perris High School, which will feature a cannon ball competition between the community and the Sheriff Department.

At this time, it is recommended that the City Council approve the Agreement to contract LEEDAV Co. and additional program expenses for a total of \$91,000 for the 2019 Summer Aquatics Program.

BUDGET (or FISCAL) IMPACT:

Costs associated to implement the 2019 Summer Aquatics Program require budget appropriation totaling \$91,000; \$2,240 in Fiscal Year 2018-2019 and \$88,760 in Fiscal Year 2019-2020 from General Fund.

Prepared by: Cynthia Lemus, Recreation Supervisor

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director



Attachments: Draft Contract Services Agreement

Consent: x

CITY OF PERRIS
CONTRACT SERVICES AGREEMENT FOR
PROFESSIONAL LIFEGUARD SERVICES FROM LEEDAVE-CO, INC.

This Contract Services Agreement ("Agreement"), is made and entered into this day of April 9th, 2019, by and between the City of Perris, a municipal corporation ("City"), and LEEDAV-CO, a California Corporation ("Consultant"). The term Consultant includes professionals performing in a consulting capacity. The parties hereto agree as follows:

1.0 SERVICES OF CONSULTANT

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, Consultant shall provide the work and services specified in the "Scope of Services" attached hereto as *Exhibit "A"* and incorporated herein by this reference. Consultant warrants that all work or services set forth in the Scope of Services will be performed in a competent, professional and satisfactory manner.

1.2 Consultant's Proposal. The Scope of Services shall include the Consultant's proposal or bid which shall be incorporated herein by this reference as though fully set forth herein. In the event of any inconsistency between the terms of such proposal and this Agreement, the terms of this Agreement shall govern.

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

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

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

1.6 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to

the Consultant, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Consultant. Any increase in compensation of up to five percent (5%) of the Contract Sum or \$25,000, whichever is less, may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Consultant that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Consultant anticipates and that Consultant shall not be entitled to additional compensation therefor.

1.7 Special Requirements. Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as *Exhibit "B"* and incorporated herein by this reference. In the event of a conflict between the provisions of *Exhibit "B"* and any other provisions of this Agreement, the provisions of *Exhibit "B"* shall govern.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, Consultant shall be compensated in accordance with the "Schedule of Compensation" attached hereto as *Exhibit "C"* and incorporated herein by this reference, but not exceeding the maximum contract amount of \$81,481.55 ("Contract Sum"), except as provided in Section 1.6. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Consultant's rates as specified in the Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditures approved by the Contract Officer in advance if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Consultant at all project meetings reasonably deemed necessary by the City.

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

2.2 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Consultant wishes to receive payment, no

later than the first (1st) working day of such month, Consultant shall submit to the City, in a form approved by the City's Director of Finance, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.2, City shall pay Consultant for all expenses stated thereon which are approved by City pursuant to this Agreement generally within thirty (30) days, and no later than forty-five (45) days, from the submission of an invoice in an approved form.

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

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Consultant shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as *Exhibit "D"*, if any, and incorporated herein by this reference. When requested by the Consultant, extensions to the time period(s) specified in the Schedule of Performance may be approved in writing by the Contract Officer but not exceeding one hundred eighty (180) days cumulatively.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.4 below, this Agreement shall continue in full force and effect until completion of the services no later than August 31, 2018.

4.0 COORDINATION OF WORK

4.1 Representative of Consultant. Lee Stephenson, Program Director is hereby designated as being the representative of Consultant authorized to act on its behalf with respect to the work or services specified herein and to make all decisions in connection therewith.

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

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

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

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

5.0 INSURANCE AND INDEMNIFICATION

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

(a) Commercial General Liability Insurance. A policy of commercial general liability insurance using Insurance Services Office "Commercial General Liability" policy form CG 00 01, with an edition date prior to 2004, or the exact equivalent. Coverage for an additional insured shall not be limited to its vicarious liability. Defense costs must be paid in addition to

limits. Limits shall be no less than \$1,000,000.00 per occurrence for all covered losses and no less than \$2,000,000.00 general aggregate.

(b) Workers' Compensation Insurance. A policy of workers' compensation insurance on a state-approved policy form providing statutory benefits as required by law with employer's liability limits no less than \$1,000,000.00 per accident for all covered losses.

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

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

All of the above policies of insurance shall be primary insurance. The general liability policy shall name the City, its officers, employees and agents ("City Parties") as additional insureds and shall waive all rights of subrogation and contribution it may have against the City and the City's Parties and their respective insurers. All of said policies of insurance shall provide that said insurance may be not cancelled without providing thirty (30) days prior written notice by registered mail to the City. In the event any of said policies of insurance are cancelled or amended, Consultant shall, prior to the cancellation or amendment date, submit new evidence of insurance in conformance with this Section 5.1 to the Contract Officer. No work or services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by City.

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

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

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

5.2 Indemnification.

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

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

6.0 **RECORDS AND REPORTS**

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

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

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Consultant, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement and Consultant shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of such documents and materials. Consultant may retain

copies of such documents for its own use and Consultant shall have an unrestricted right to use the concepts embodied therein. Any use of such completed documents by City for other projects and/or use of uncompleted documents without specific written authorization by the Consultant will be at the City's sole risk and without liability to Consultant and the City shall indemnify the Consultant for all damages resulting therefrom. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Consultant fails to secure such assignment, Consultant shall indemnify City for all damages resulting therefrom.

7.0 ENFORCEMENT OF AGREEMENT

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

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

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

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

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

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

8.0 CITY OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

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

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

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

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

9.0 MISCELLANEOUS PROVISIONS

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

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

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

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

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

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST: "CITY"
CITY OF PERRIS

By: _____
Nancy Salazar, City Clerk

By: _____
Michael M. Vargas, Mayor

APPROVED AS TO FORM:
ALESHIRE & WYNDER, LLP

By: _____
Eric L. Dunn, City Attorney

"CONSULTANT"
LEEDAV-CO, Inc.
Db a Safe Swim, a California Corporation
1717 W. Orangewood Ave, Ste. E
Orange, CA 92868

By: _____
Lee Stephenson, President

Print Name and Title

By: _____
David Stephenson, Vice President

Print Name and Title

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

[END OF SIGNATURES]

EXHIBIT "A"

SCOPE OF SERVICES

All City of Perris aquatics programs will be offered out of the Perris High School swimming pool, located at 175 East Nuevo Road. The City will have access to the pool for the summer season beginning June 10, 2019. LEEDAV-CO, Inc. shall provide life guard services for basic lifesaving services for recreational swimming from June 10 through August 2, 2019. The swimming activities that may be included are described as follows:

Basic Courses	PRE-REQUISITES	Age Group	Instructional Time	Maximum Class Size
Recreation (open Swim)	None	All Ages	7 hours	180

Head Lifeguard

LEEDAV-CO, Inc. shall provide a head lifeguard who will conduct weekly in-services with lifeguards, such as lifeguard training and swim tests; ensure that all staff are in place ready to work when required and that shifts are covered; and ensure a safe swimming environment for all patrons.

Lifeguard

LEEDAV-Co, Inc. shall provide Lifeguards who have knowledge of pool lifeguarding principles and practices; knowledge of principles and practices of basic first aid; and knowledge of occupational hazards and standard safety precautions.

Lifeguards continued

The lifeguards shall be able to swim with endurance and proficiency at a level necessary to perform assigned duties, and establish and maintain effective working relationships with those contracted in the course of work.

The pool lifeguard will:

- observe swimmers in the pool and the surrounding area;
- provide emergency response, as necessary and perform emergency rescues;
- perform first aid measures, including mouth to mouth resuscitation;

The lifeguards must possess a current:

- American Red Cross Lifeguarding certifications

Lifeguards shall be assessed and re-assessed during weekly in-service trainings on the pool deck.

Such training will include:

- CPR training
- Rescue training
- Endurance training
- Oral testing on: first aid, CPR, rules & regulations

Program location: Perris High School Pool

The Perris High School pool is a 25 yard square pool with a minimum depth of 3.5 feet and a maximum depth of 12 feet. To prevent incidents on the deck or in the water the following will be required:

- Lifeguard stations shall be positioned at the edge of the deck with a coverage zone of 45 degrees on each side. A lifeguard should be able to get to anywhere in their coverage zone within twenty seconds.
- All aquatic areas should have signage posted detailing the rules of use.
- Float Ropes; lifeguards shall ensure that the pool areas have a safety-float rope separating the deep end from the shallow area.
- Rotate lifeguards positions every fifteen to thirty minutes.

Pool Maintenance

Pool maintenance will **not** be required. The facility staff at Perris High School maintain the chemicals in the pool as well as the pool equipment.

EXHIBIT "B"

SPECIAL REQUIREMENTS

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EXHIBIT "C"

SCHEDULE OF COMPENSATION

City agrees to compensate LEEDAV-CO, Inc. for the services outlined in "Exhibit A" not to exceed the contract sum of \$81,481.55. City shall only pay LEEDAV-CO, Inc., for the actual hours worked by the head lifeguard and the lifeguard instructors based on the hourly rates attached to this exhibit. The listed rates shall include all expenses incurred by LEEDAV-CO, Inc., in the performance of the required services. Contractor shall be paid within thirty (30) days after City's receipt and approval of an invoice submitted by LEEDAV-CO, Inc., Such invoice shall be in a form approved by the City Manager.

EXHIBIT "D"
SCHEDULE OF PERFORMANCE

[See attached]



2019 Aquatic Staff Proposal for the City of Perris

Service Dates

Start Date: June 10, 2019

End Date: August 2, 2019

Staffing

Mon-Thu (Swim Lessons/Open Swim)

1 Supervisor & 10 WSIs/Lifeguards

Fri (Open Swim)

1 Supervisor & 5 WSIs/Lifeguards

Total Service Hours & Fees

Total Hours: 2609

Total Fees: \$73,203.95 (plus \$5,417.60 for Saturday swim lessons)

Total: \$78,621.55

Insurance Coverage

General Liability: \$2,000,000 / No aggregate

Umbrella Liability: \$3,000,000

Staff Certification Fees

Lifeguard Certification - 11 staff at \$120pp = \$1320

WSI Certification - 11 staff at \$140pp = \$1540

Total: \$2860

Total Cost: \$81,481.55

City of Perris Aquatic Staff Schedule | June 10, 2019 - August 2, 2019

June

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
June	10-30	Mon-Thu	Supervisor	9:30-5:00	7	12	84	\$30.30	\$2,545.20
June	10-30	Mon-Thu	Lifeguard/WSI 1	9:30-5:00	7	12	84	\$27.80	\$2,335.20
June	10-30	Mon-Thu	Lifeguard/WSI 2	9:30-5:00	7	12	84	\$27.80	\$2,335.20
June	10-30	Mon-Thu	Lifeguard/WSI 3	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 4	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 5	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 6	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 7	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 8	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 9	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Mon-Thu	Lifeguard/WSI 10	10:00-5:00	6.5	12	78	\$27.80	\$2,168.40
June	10-30	Fri	Supervisor	10:00-5:00	6.5	3	19.5	\$30.30	\$590.85
June	10-30	Fri	Lifeguard/WSI 1	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
June	10-30	Fri	Lifeguard/WSI 2	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
June	10-30	Fri	Lifeguard/WSI 3	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
June	10-30	Fri	Lifeguard/WSI 4	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
June	10-30	Fri	Lifeguard/WSI 5	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
								TOTAL	\$27,864.15

July

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
July	1-31	Mon-Thu	Supervisor	9:30-5:00	7	19	133	\$30.30	\$4,029.90
July	1-31	Mon-Thu	Lifeguard/WSI 1	9:30-5:00	7	19	133	\$27.80	\$3,697.40
July	1-31	Mon-Thu	Lifeguard/WSI 2	9:30-5:00	7	19	133	\$27.80	\$3,697.40
July	1-31	Mon-Thu	Lifeguard/WSI 3	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 4	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 5	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 6	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 7	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 8	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 9	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Mon-Thu	Lifeguard/WSI 10	10:00-5:00	6.5	19	123.5	\$27.80	\$3,433.30
July	1-31	Fri	Supervisor	10:00-5:00	6.5	3	19.5	\$30.30	\$590.85
July	1-31	Fri	Lifeguard/WSI 1	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
July	1-31	Fri	Lifeguard/WSI 2	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
July	1-31	Fri	Lifeguard/WSI 3	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
July	1-31	Fri	Lifeguard/WSI 4	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
July	1-31	Fri	Lifeguard/WSI 5	10:00-5:00	6.5	3	19.5	\$27.80	\$542.10
								TOTAL	\$42,192.45

* Pool closed for 7/4 Holiday. Friday 7/5 make-up swim lesson day for 7/4.

City of Perris Aquatic Staff Schedule | June 10, 2019 - August 2, 2019

August

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
August	1	Thu	Supervisor	9:30-5:00	7	1	7	\$30.30	\$212.10
August	1	Thu	Lifeguard/WSI 1	9:30-5:00	7	1	7	\$27.80	\$194.60
August	1	Thu	Lifeguard/WSI 2	9:30-5:00	7	1	7	\$27.80	\$194.60
August	1	Thu	Lifeguard/WSI 3	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 4	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 5	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 6	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 7	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 8	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 9	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	1	Thu	Lifeguard/WSI 10	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	2	Fri	Supervisor	10:00-5:00	6.5	1	6.5	\$30.30	\$196.95
August	2	Fri	Lifeguard/WSI 1	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	2	Fri	Lifeguard/WSI 2	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	2	Fri	Lifeguard/WSI 3	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	2	Fri	Lifeguard/WSI 4	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
August	2	Fri	Lifeguard/WSI 5	10:00-5:00	6.5	1	6.5	\$27.80	\$180.70
							112	TOTAL	\$3,147.35

Monthly Totals

Month	Days	Hours	Fees
June	15	993	\$27,864.15
July	22	1,504	\$42,192.45
August	2	112	\$3,147.35
GRAND TOTALS	39	2,609	\$73,203.95

City of Perris Aquatic Staff Saturday Schedule | June 10, 2019 - August 3, 2019

June

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
June	14,21,28	Sat	Supervisor	9:00-1:00	4	3	12	\$30.30	\$363.60
June	14,21,28	Sat	Lifeguard/WSI 1	9:00-1:00	4	3	12	\$27.80	\$333.60
June	14,21,28	Sat	Lifeguard/WSI 2	9:00-1:00	4	3	12	\$27.80	\$333.60
June	14,21,28	Sat	Lifeguard/WSI 3	9:00-1:00	4	3	12	\$27.80	\$333.60
June	14,21,28	Sat	Lifeguard/WSI 4	9:00-1:00	4	3	12	\$27.80	\$333.60
June	14,21,28	Sat	Lifeguard/WSI 5	9:00-1:00	4	3	12	\$27.80	\$333.60
								TOTAL	\$2,031.60

July

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
July	6,13,20,27	Sat	Supervisor	9:00-1:00	4	4	16	\$30.30	\$484.80
July	6,13,20,27	Sat	Lifeguard/WSI 1	9:00-1:00	4	4	16	\$27.80	\$444.80
July	6,13,20,27	Sat	Lifeguard/WSI 2	9:00-1:00	4	4	16	\$27.80	\$444.80
July	6,13,20,27	Sat	Lifeguard/WSI 3	9:00-1:00	4	4	16	\$27.80	\$444.80
July	6,13,20,27	Sat	Lifeguard/WSI 4	9:00-1:00	4	4	16	\$27.80	\$444.80
July	6,13,20,27	Sat	Lifeguard/WSI 5	9:00-1:00	4	4	16	\$27.80	\$444.80
								TOTAL	\$2,708.80

August

Month	Dates	Service	Position	Shift	# Hrs	# Days	Total Hrs	Fee per Hr	Total Fee
August	3	Sat	Supervisor	9:00-1:00	4	1	4	\$30.30	\$121.20
August	3	Sat	Lifeguard/WSI 1	9:00-1:00	4	1	4	\$27.80	\$111.20
August	3	Sat	Lifeguard/WSI 2	9:00-1:00	4	1	4	\$27.80	\$111.20
August	3	Sat	Lifeguard/WSI 3	9:00-1:00	4	1	4	\$27.80	\$111.20
August	3	Sat	Lifeguard/WSI 4	9:00-1:00	4	1	4	\$27.80	\$111.20
August	3	Sat	Lifeguard/WSI 5	9:00-1:00	4	1	4	\$27.80	\$111.20
								TOTAL	\$677.20

Monthly Totals

Month	Days	Hours	Fees
June	3	72	\$2,031.60
July	4	96	\$2,708.80
August	1	24	\$677.20
GRAND TOTALS	8	192	\$5,417.60



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/30/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

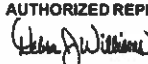
PRODUCER Risk Management Services, Inc. P.O. BOX 32712 Phoenix AZ 85064-2712	CONTACT NAME: Debra Williams PHONE (A/C, No, Ext): (602) 840-3234 FAX (A/C, No): (602) 274-9138 E-MAIL ADDRESS: dwilliams@theriskpeople.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: National Casualty</td> <td>11991</td> </tr> <tr> <td>INSURER B: Scottsdale Insurance Co.</td> <td>41297</td> </tr> <tr> <td>INSURER C: Gerber Life Insurance Co</td> <td>70939</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Casualty	11991	INSURER B: Scottsdale Insurance Co.	41297	INSURER C: Gerber Life Insurance Co	70939	INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														
INSURED LEEDAV-CO, Inc. (Jarcyn Amateur Swim Assoc Corp) 1717 W Orangewood Ave, Suite E Orange CA 92868 (949) 836-6714														

COVERAGES **CERTIFICATE NUMBER:** Cert ID 20593 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Participant Legal <input checked="" type="checkbox"/> Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	KRO-73471-00 U	05/30/2018	05/30/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ UNLIMITED PRODUCTS - COMP/OP AGG \$ 2,000,000 ABUSE/MOLESTATION \$ 250,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	KRO-73471-00 U	05/30/2018	05/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	XKS-73473-00	05/30/2018	05/30/2019	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	<input checked="" type="checkbox"/> XS Medical/Dental A D & D			03-071691-18	05/30/2018	05/30/2019	Maximum Limit \$ 25,000 Maximum Limit \$ 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Verification of General Liability coverage for Swimming Lessons and Pool Management responsibilities. Excess Medical/Dental coverage provided for the Insured's Participants only. A 30 Day Cancellation notice applies per policy provisions. City of Perris is included as Additional Insured on General Liability but only as respects to the Named Insured's operations.

CERTIFICATE HOLDER City of Perris 100 North D Street Perris CA 92570	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/28/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LIC #0D86205 1-949-305-5577 Unique Risk Management 23052 Alicia Pkwy Suite H #378 Mission Viejo, CA 92692 Michelle Henricks	CONTACT NAME: Michelle Henricks PHONE (A/C, No, Ext): 949-305-5577 FAX (A/C, No): 949-305-5077 E-MAIL ADDRESS: Michelle@uniquerisk.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: SEQUOIA INS CO</td> <td>22985</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: SEQUOIA INS CO	22985	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: SEQUOIA INS CO	22985														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Leedav Co, Inc. DBA Safe Swim 1717 W.Orangewood Ave Ste. E, Orange , CA 92868															

COVERAGES **CERTIFICATE NUMBER: 53245634** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			QWC1061366	07/01/18	07/01/19	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER City of Perris 100 North D St. Perris, CA 92570 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Cancellation of April 30, 2019 City Council Meeting

REQUESTED ACTION: That the City Council approve the cancellation of the City Council Meeting on April 30, 2019

CONTACT: Richard Belmudez, City Manager

BACKGROUND/DISCUSSION:

The City Council conducted a second meeting on April 23, 2019, therefore it is recommended that the April 30, 2019 City Council Meeting, which falls on the fifth Tuesday this month, be cancelled.

BUDGET (or FISCAL) IMPACT: No significant impact.

REVIEWED BY:

City Attorney _____
Assistant City Manager _____
Finance Director *de* *de*

Consent: x



CITY OF PERRIS

CITY COUNCIL

AGENDA SUBMITTAL

MEETING DATE: April 23, 2019

SUBJECT: Check Register for March 2019

REQUESTED ACTION: Approve the City's Monthly Check Register for March 2019

CONTACT: Ron Carr, Interim Director of Finance

BACKGROUND/DISCUSSION:



The check register for the month of March 2019 is presented for City Council approval.

BUDGET (or FISCAL) IMPACT:

None.

Prepared by: Stephen Ajobiewe

REVIEWED BY:

Assistant City Manager 
Interim Director of Finance 

Consent Item: X

CITY OF PERRIS
CHECK REGISTER
March 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135079	03/01/2019	IKEYA ADAMS	REFEREE 5 GAMES 2/08-2/09/19	5 185.00
135080	03/01/2019	ADLERHORST INTERNATIONAL, LLC	SHERIFF'S DEPT GLOVES, DETECTION KIT, LANYARD, ETC	658.35
135081	03/01/2019	AGUIAR PROFESSIONAL TRAINING	PROFESSIONAL DEVELOPMENT- LEADERSHIP TEAM	2,275.00
135082	03/01/2019	AMERICAN BUILDING INNOVATIONS	REFUND FOR CUP PLN18-05062	4,758.35
135083	03/01/2019	ANDERSON ELECTRIC	PATRIOT PARK MAINT/CHRISTMAS LIGHTING/ LIBRARY REPAIRS/NEW LIGHT POST	14,340.00
135084	03/01/2019	ANIMAL CARE EQUIPMENT & SVCS	SUPPLIES FOR ANIMAL CONTROL DEPARTMENT	100.22
135085	03/01/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF SERVICES	1,440.00
135086	03/01/2019	APWA	2019 COMPLETE STREETS & TECH CONFERENCE	330.00
135087	03/01/2019	JUAN ARAIZA	REFUND FOR APPLICATION 818 BOND DR	108.45
135088	03/01/2019	AUTO AIDE TOWING	CODE ENFORCEMENT -TOWING SERVICES	20,792.00
135089	03/01/2019	AWARDS AND SPECIALTIES	NAME PLATES	59.85
135090	03/01/2019	ROBYN BALDWIN	WATER DEPOSIT REFUND	19.38
135091	03/01/2019	BMW MOTORCYCLES OF RIVERSIDE	ROTOR & PADS, TIRE SERVICE	1,755.77
135092	03/01/2019	CDW, LLC	PAYMENT FOR REPLACEMENT UPS SERVER ROOM	2,780.58
135093	03/01/2019	CHO DESIGN ASSOCIATES, INC.	NEW RD BRIDGE REPLACEMENT	34,766.67
135094	03/01/2019	CINTAS	FACILITIES SUPPLY FOR VARIOUS CITY DEPARTMENTS	2,122.83
135095	03/01/2019	CINTAS	FIRST AID KIT SUPPLIES	54.48
135096	03/01/2019	CODE 5 GROUP, LLC	TRACKER 4G LTE UPGRADE	512.00
135097	03/01/2019	CORPORATE PAYMENT SYSTEMS	CHRISTMAS PARADE	350.75
135098	03/01/2019	CORPORATE PAYMENT SYSTEMS	ACM BUSINESS MEALS/ACSC CONFERENCE 12/15-1/09/19	360.81
135099	03/01/2019	CREATIVE PRINTING	WATER BILLS ENVELOPES/GROW PERRIS INVITATIONS/HEALTH FAIR FLYERS	1,781.27
135100	03/01/2019	DAN'S FEED AND SEED INC.	SAFETY GLOVES, SINGLE CUT KEYS, ROUND SHOVEL	34.06
135101	03/01/2019	DIVERSIFIED DISTRIBUTION	(8) REPLACEMENT BATTERIES	685.92
135102	03/01/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	CHEMICAL CLEANER/FACILITIES DRAIN CLEANER	766.31
135103	03/01/2019	EASTERN MUNICIPAL WATER DISTRICT	1/10-2/11/2019	7,892.77
135104	03/01/2019	EDUARDO SIDA	REIMBURSE: COMMUNITY GARDEN MATERIALS	200.00
135105	03/01/2019	ELITE TIRE SERVICES & TIRE, INC.	(4) TIRES, 256/70R18	893.02
135106	03/01/2019	EWING	STOCK DIAPHRAGMS, PVC PIPE CUTTER	369.58
135107	03/01/2019	FEDERAL EXPRESS CORP	SHIPPING 1/02-1/28/2019	425.77
135108	03/01/2019	FRONTIER	FIRE STATION/ANIMAL CTRL/WATER DEPT 2/12-3/12/2019	1,033.11
135109	03/01/2019	GALLARDOS TRANSMISSION	TOWING SERVICES IN PERRIS	400.00
135110	03/01/2019	GORM, INC	SUPPLIES FOR PARKS MAINTENANCE	442.39
135111	03/01/2019	GRANICUS, INC	MEETING EFFICIENCY/HARDWARE/GOV'T TRANSPERANCY	2,081.97
135112	03/01/2019	GREEN PALM MAINTENANCE	COMMUNITY GARDEN CONSTRUCTION	3,800.00
135113	03/01/2019	INLAND DESERT SECURITY & COMMUNICATIONS, INC	ANSWERING SERVICE H00465 3/01-3/31/19	69.80
135114	03/01/2019	INLAND FOUNDATION ENGINEERING, INC.	ETHANAC ROAD WIDENING	6,114.38
135115	03/01/2019	JOHNSON CONTROLS FIRE PROTECTION	PERRIS BANK, 400 S. D STREET, FEB 1-5 2019	806.90
135116	03/01/2019	KIMBALL MIDWEST	METER	182.04
135117	03/01/2019	LAKE CHEVROLET	(2) 2019 CHEVY SILVERADO VEHICLES	66,749.52
135118	03/01/2019	LAWN TECH	PARTS FOR FIELD EQUIPMENT	303.84
135119	03/01/2019	CRYSTAL LOPEZ	MILEAGE REIMB 11/07-12/07/18	99.41
135120	03/01/2019	MALCOLM SMITH MOTORSPORTS, INC.	SHERIFF'S DEPT- GLOVES	86.94
135121	03/01/2019	MANPOWER TEMP SERVICES, INC	TEMPORARY STAFF SERVICES	1,334.53
135122	03/01/2019	MANPOWER TEMP SERVICES, INC	TEMPORARY STAFF SERVICES	3,114.57
135123	03/01/2019	KENNETH MATTHEWS	REFEREE GAMES 02/02, 02/09, 02/16, 02/23, 03/03	400.00
135124	03/01/2019	MR. G'S PLUMBING	RESTROOM REPAIRS- VARIOUS CITY DEPARTMENTS	790.00
135125	03/01/2019	NAPA AUTO PARTS	(2) FIX A FLAT 160Z	25.84
135126	03/01/2019	NATIONAL BUSINESS FURNITURE, LLC	DEVELOPMENT SERVICES DEPT- OFFICE BOOKCASE/DESK/FILE CABINET	3,714.16
135127	03/01/2019	LEMUEL NEAL	REFEREE (5) GAMES 2/09-2/16	275.00
135128	03/01/2019	P&P UNIFORMS RIV	CODE COMPLIANCE OFFICER- UNIFORMS	1,043.35
135129	03/01/2019	PREMIERE GLOBAL SERVICES	CONFERENCE CALLING SERVICES 1/01-1/31/19	53.01
135130	03/01/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	276.84
135131	03/01/2019	RIGHTWAY SITE SERVICES, INC.	PORTABLE TOILET SERVICES	1,252.56
135132	03/01/2019	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	LAW ENFORCEMENT 12/06-1/02/2019	1,125,790.47
135133	03/01/2019	RIVERSIDE COUNTY SHERIFF'S DEPARTMENT	CHRISTMAS PARADE/SART EXAMS	4,081.89
135134	03/01/2019	ADALBERT ROJALES	VISION REIMBURSEMENT FY 18-19	450.00
135135	03/01/2019	ROSA'S BRIDE & TUX SHOP	RENTALS- CANOPY, TABLES, ETC FOR EVENT ON 1/30/19	484.87
135136	03/01/2019	SCE	474 RAMONA EXPRESSWAY 1/16-2/15/19	24.39
135137	03/01/2019	SCE	24 S "D" ST 1/24-2/06/19	43.13
135138	03/01/2019	SOLID RED STUDIO	CITY COUNCIL MEETING COVERAGE	75.00
135139	03/01/2019	SPARKLETT'S	CITY HALL 1/08-1/22/19	29.64
135140	03/01/2019	STANLEY CONVERGENT SECURITY, INC	HOUSING DEPT/COUNCIL CHAMBERS 3/01-5/31/19	467.73
135141	03/01/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	420.00
135142	03/01/2019	STATER BROS MARKETS	SR CENTER EVENT/PGCF MENTOR NETWORK/SENIOR CENTER BIRTHDAY SUPPLIES	222.45
135143	03/01/2019	STOTZ EQUIPMENT	SHROUD, MOUNTING HARDWARE, ETC	176.35
135144	03/01/2019	THE THOMSEN COMPANY, INC.	2018 PAVEMENT REHABILITATION	7,575.00
135145	03/01/2019	SPECTRUM BUSINESS	SR CENTER 1/20-2/19 & HOUSING 2/16-3/15/19	106.32
135146	03/01/2019	URIBE PRINTING, INC.	MAYOR VARGAS: BUSINESS CARDS	133.75
135147	03/01/2019	VERIZON WIRELESS	SHERIFF DEPT 1/11-2/10/19	111.16
135148	03/01/2019	VISUAL EDGE, INC.	XEROX COPIERS 1/01-1/31/19	3,779.39
135149	03/01/2019	WALTERS WHOLESALE ELECTRIC CO	SUPPLIES FOR CMMTY SERVICES/CODE ENFORCEMENT/PARKS	730.27
135150	03/01/2019	BRANDI WILLIAMS	REFEREE (5) GAMES 2/09	125.00
135151	03/01/2019	WINZER CORPORATION	ASPHALT RELEASE/DRILL BIT SET	820.74
135152	03/01/2019	NINA ZALUNARDO	REIMBURSE: COP & POSEE AWARDS BANQUET DÉCOR	146.40
135153	03/07/2019	AMAZON WEB SERVICES, INC.	BACK-UP SERVICES FOR CITY DATA JAN 2019/ WEB SERVICES STORAGE	60.48
135154	03/07/2019	SAIDA AMOZGAR	VISION REIMBURSEMENT FY-18/19	368.95
135155	03/07/2019	ANDERSON ELECTRIC	CITY PARKS MAINTENANCE AND REPAIRS/CHRISTMAS LIGHTING SERVICE/NEW LIGHT POLE	3,347.00
135156	03/07/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF SERVICES	4,419.00
135157	03/07/2019	AWARDS AND SPECIALTIES	NEW NAME PLATES; CITY MANAGER & SAIDA AMORZGA	22.88
135158	03/07/2019	DEREK BROWN	HIP HOP INSTRUCTOR 1/24-2/21/19	938.35
135159	03/07/2019	CALBO	CALBO 3235 KP 2019 MEETING	695.00
135160	03/07/2019	CardsDirect	GREETING CARDS	107.95
135161	03/07/2019	CATHY OWENS	KAJUKENBO INSTRUCTOR 2/09-3/06	706.30
135162	03/07/2019	CINTAS	CITY DEPARTMENT FACILITIES SUPPLIES AND FIRST AID KITS	470.33
135163	03/07/2019	CORPORATE PAYMENT SYSTEMS	ACM: BUSINESS MEALS 1/15-1/28	30.00
135164	03/07/2019	CORPORATE PAYMENT SYSTEMS	HEALTH CONF/CPRS CONF FLIGHTS/EVENT PHOTOGRAPHER/SNAP CONF/ COMMUNITY GARDEN	300.11
135165	03/07/2019	CRANE ARCHITECTURAL GROUP	GRANT APP- (2 SITES)	12,000.00
135166	03/07/2019	DIAMONDBACK FIRE & RESCUE, INC	FIRE STATION VEHICLE SUPPLIES	2,374.57
135167	03/07/2019	DISPENSING TECHNOLOGY CORP	COLD PATCH FOR STREET MAINTENANCE	2,598.37
135168	03/07/2019	DOUBLETREE BY HILTON	CITY CLERKS ASSOCIATION CONFERENCE	278.74
135169	03/07/2019	DUTALE, INC. DBA MCS	FAX LINE CITY HALL	300.00
135170	03/07/2019	EASTERN MUNICIPAL WATER DISTRICT	1/24-2/25/2019	94,562.83

CITY OF PERRIS
CHECK REGISTER
March 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135171	03/07/2019	EMPLOYMENT SCREENING SERVICES	EMPLOYEE SCREENING SERVICES 02/15/2019	26.00
135172	03/07/2019	ESGL CORPORATION	PLAN REVIEW SERVICES	930.00
135173	03/07/2019	FRONTIER	CITY TELEPHONE SERVICES	68.73
135174	03/07/2019	GENERAL MASTRIX CONSTRUCTION	SENIOR CENTER - ROOF LEAK REPAIR	2,600.00
135175	03/07/2019	VOID	VOID	0.00
135176	03/07/2019	INTERNATIONAL CODE COUNCIL	STUDENT MEMBERSHIP FOR STAFF	75.00
135177	03/07/2019	CAMEL FINANCIAL, INC	TEEN CENTER - TUTORING SERVICES, JAN 2019	810.00
135178	03/07/2019	LIEBERT CASSIDY WHITMORE	ATTORNEY FEES FOR PROFESSIONAL SERVICES	12,002.80
135179	03/07/2019	KENNETH MATTHEWS	REFEREE GAMES 02/02, 02/09, 02/16, 02/23, 03/02	125.00
135180	03/07/2019	MONJARAS & WISMAYER GROUP INC.	EMPLOYMENT ACCOM.	555.00
135181	03/07/2019	LEMUEL NEAL	REFEREE (5) GAMES 2/23/19	150.00
135182	03/07/2019	SERGIO ORTIZ	FIRE ALARM MILEAGE REIMBURSEMENT	45.89
135183	03/07/2019	PITNEY BOWES GLOBAL FINANCIAL	MAILER SOFTWARE 12/20-3/19/2019	838.76
135184	03/07/2019	PVP COMMUNICATIONS, INC	HELMET COMM. KIT/EARPHONES/ETC	1,069.96
135185	03/07/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	446.15
135186	03/07/2019	ROW TRAFFIC SAFETY, INC.	STREET SIGNS/SAND BAGS	4,780.34
135187	03/07/2019	SPARKLETT'S	WATER FOR ALL CITY DEPARTMENTS	641.66
135188	03/07/2019	STAFFMARK	TEMPORARY STAFF SERVICES	2,672.35
135189	03/07/2019	TEMPLE DISPLAY, LTD	CHRISTMAS LIGHTS	767.97
135190	03/07/2019	SPECTRUM BUSINESS	CABLE BILL - SEVERAL DEPARTMENTS	62.48
135191	03/07/2019	RICHARD TOTH	FIRE ALARM SEMINAR - MLG REIMBURSEMENT	36.04
135192	03/07/2019	U S. HEALTHWORKS MEDICAL GROUP	EMPLOYEE PHYSICAL	83.50
135193	03/07/2019	USK TAE KWON DO	TAE KWON DO INSTRUCTOR 11/27-12/20/2018	521.33
135194	03/07/2019	VERIZON WIRELESS	CELLPHONE AND IPAD SERVICES	12,600.60
135195	03/07/2019	WALTERS WHOLESALE ELECTRIC CO	MATERIALS & SUPPLIES	613.28
135196	03/07/2019	DESIREE WALTON	BALLET/JAZZ INSTRUCTOR 1/28-3/11/19	1,316.91
135197	03/07/2019	WESTERN EXTERMINATOR COMPANY	PEST CONTROL SERVICES	1,460.97
135198	03/11/2019	STARS IN STRIPES	TROPHIES FOR PEE WEE/MIGHTY MITES SOCCER TEAMS	2,309.04
135199	03/13/2019	AKRAM TABEL, TRUSTEE OF THE AKRAM	SETTLEMENT - Escrow No. 353136 NUEVO BRIDGE	9,400.00
135200	03/14/2019	AMERIPRIDE SERVICES INC.	UNIFORM RENTALS	1,350.79
135201	03/14/2019	AVANT GARDE, INC	PERRIS VALLEY STORM DRAIN 1/01-1/31/19	1,155.00
135202	03/14/2019	BILL & DAVE'S LDSC MAINTENANCE	WEED ABATEMENT ALONG HARLEY KNOX BLVD	1,200.00
135203	03/14/2019	DENNIS GRUBB & ASSOCIATES	PLAN CHECK SERVICES	8,450.00
135204	03/14/2019	FULL THROTTLE	GRAFFITI ABATEMENT SERVICES, 2/15-2/28/19	2,291.00
135205	03/14/2019	HOME DEPOT CREDIT SERVICES	MATERIALS, CITY HALL/PUB WORKS/CHAMBER OF COMMERCE/FACILITY VAN	2,187.26
135206	03/14/2019	MAMCO, INC.	ETHANAC ROAD WIDENING	47,364.77
135207	03/14/2019	PACIFIC CODE COMPLIANCE	PROF SERVICES: BILLIARDS ROOM, PLANNING DEPT, PARKS RESTROOMS JAN 2019	42,931.36
135208	03/14/2019	GG PUB INC	COBG NOTICE PEDESTRIAN RAMPS/ORDINANCE PUBLICATION	361.46
135209	03/14/2019	PREBOT CONSTRUCTION	REMOVED TREE ROOTS FROM COMMUNITY GARDEN	2,200.00
135210	03/14/2019	SIGMA BETA XI, INC	CALVP GRANT SERVICES, JAN 2019	6,465.36
135211	03/14/2019	TASO TECH, INC	IT SUPPORT SVCS JAN-FEB, TEMP STAFF, COSTUMES FOR PRESENTATION	14,600.00
135212	03/14/2019	THE SOCO GROUP	FUEL CARDS	2,910.03
135213	03/14/2019	TRI-LAKE CONSULTANTS, INC.	BUILDING INSPECTOR JAN 1-31, 2019	26,264.26
135214	03/14/2019	WATER EDUCATION SERVICES, INC	BACKFLOW PROGRAM FEB 2019 & SPECIAL PROJECTS COORDINATION 2/01-2/15	8,217.00
135215	03/14/2019	WILLDAN FINANCIAL SERVICES	ARBITRAGE REBATE SERVICES	1,750.00
135216	03/15/2019	ANDERSON ELECTRIC	BELLAMO WATER TANKS	961.00
135217	03/15/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF SERVICES	1,231.00
135218	03/15/2019	ATWORK FRANCHISE, INC.	TEMPORARY STAFF SERVICES	1,516.32
135219	03/15/2019	GILBERT BANUELOS	WORK BOOTS REIMBURSEMENT FY-18/19	142.26
135220	03/15/2019	BIO-TOX LABORATORIES	BLOOD ALCOHOL ANALYSIS	2,705.00
135221	03/15/2019	CADENCE ENVIRONMENTAL CONSULTANTS	DUKE WAREHOUSE DPR17-00002	3,641.32
135222	03/15/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
135223	03/15/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
135224	03/15/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
135225	03/15/2019	CAMPOS MATERIALS	TOP SOIL	52.20
135226	03/15/2019	ARTURO CERVANTES	3 DISPLAY COUNCIL CHAMBERS	896.49
135227	03/15/2019	CG RESOURCE MANAGEMENT	PLAN CHECKS PWQMP	20,240.00
135228	03/15/2019	CINTAS	CODE ENFORCEMENT FACILITIES	162.22
135229	03/15/2019	CINTAS	FIRST AID KIT	259.93
135230	03/15/2019	COLONIAL LIFE & ACCIDENT INSURANCE	BCN E8760779 Feb 2019	93.56
135231	03/15/2019	CORPORATE PAYMENT SYSTEMS	CA PARKS & REC MEMBERSHIP	95.00
135232	03/15/2019	CORPORATE PAYMENT SYSTEMS	MUSEUM GARDEN/CLASSROOM SUPPLY/YAC/LEAD WORKSHOP	3,300.57
135233	03/15/2019	CREATIVE PRINTING	ENVELOPES SUPPLIES	183.71
135234	03/15/2019	CRIME SCENE STERI-CLEAN, LLC	4TH ST & PARK AVE: CRIME SCENE CLEAN UP	750.00
135235	03/15/2019	LIZBETH CURIEL	VISION REIMBURSEMENT FY-18/19	115.75
135236	03/15/2019	DR TOOLS	OFFSET WRENCH SET	324.70
135237	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	DEPOSIT FOR PLAN REVIEW - PARAGON	500.00
135238	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	WATER & SEWER DEPOSIT - MONUMENT	1,000.00
135239	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	3310 INDIAN AVE WATER SERVICE	553.63
135240	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	3310 INDIAN AVE WATER SERVICE	537.10
135241	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	WATER SERVICE 2/04-3/05/2019	577.46
135242	03/15/2019	EASTERN MUNICIPAL WATER DISTRICT	WATER SERVICE 1/25-2/27/19	33,220.56
135243	03/15/2019	ELSINORE MIDDLE SCHOOL	1ST PLACE - BAND COMPETITION	400.00
135244	03/15/2019	EVERETT SMITH DESIGNS	DOG PARK- CONSTRUCTION DOCS- DESIGN	3,500.00
135245	03/15/2019	FAIR HOUSING COUNCIL OF RIVERSIDE COUNTY	LANDLORD/TENANT PROGRAM SVCS, NOV 2018	1,795.05
135246	03/15/2019	FEDERAL EXPRESS CORP	DELIVERY SERVICES	267.68
135247	03/15/2019	GOSCH - TOYOTA	2017 TOYOTA PRIUS, VIN#JTDKBRF	435.36
135249	03/15/2019	ICC, INC	MEMBERSHIP DUES - D MARTINEZ	240.00
135250	03/15/2019	IE GENERAL ENGINEERING, INC.	ASPHALT REPAIR -RETENTION PMT	20,017.08
135251	03/15/2019	IMPACT ABSORBENTS, INC	(4) YELLOW 30-GALLON LAB PACK	530.81
135252	03/15/2019	IMPERIAL SPRINKLER SUPPLY	CITY HALL, STATION MASTER PRO KIT	178.16
135253	03/15/2019	INLAND LIGHTING SUPPLIES	"D" STREET BALLAST KITS	290.93
135254	03/15/2019	JIM ROGERS' LOCK & KEY	DUPLICATE KEYS	30.23
135255	03/15/2019	LAKE ELSINORE UNIFIED SCHOOL DISTRICT	CHRISTMAS PARADE - SCSBOA BAND COMPETITION	300.00
135256	03/15/2019	PAUL LOPEZ	REIMBURSEMENT- TV wall mount and gaming graphic card	283.28
135257	03/15/2019	LYONS SECURITY SERVICE INC.	SECURITY GUARD- CITY HALL	3,819.69
135258	03/15/2019	MUNICIPAL CODE CORPORATION	ONLINE CODE HOSTING	1,075.00
135259	03/15/2019	MURRIETA PARTNERSHIP	INNOVATION MONTH SPONSORSHIP	500.00
135260	03/15/2019	NATIONAL DRIVE	FEBRUARY 2019, TEAMSTERS	12.00
135261	03/15/2019	NineSeven LLC	SKILLS CTR- 20% RETAINER- JAN. 2019	35,217.39
135262	03/15/2019	MPG CORPORATION	PATRIOT LANE REPAIR (BTWN MURRIETA & SAN JACINTO) NUEVO/PERRIS ASPHALT REPAIRS	35,165.00
135263	03/15/2019	PVH & MA	MAYOR VARGAS AND JULIE VARGAS	50.00

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135264	03/15/2019	PINEDA GENERAL CONSTRUCTION	FC15 - WEED ABATEMENT	3,695.00
135265	03/15/2019	ROTARY CLUB OF PERRIS	QTRLY DUES JAN-MAR (M PORTILLO)	281.00
135266	03/15/2019	SCE	TELEPHONE SERVICES1/25-2/26/19	587.33
135267	03/15/2019	SCE	TELEPHONE SERVICES1/25-2/26/19	3,360.64
135268	03/15/2019	SCE	TELEPHONE SERVICES1/25-2/26/19	5,312.01
135269	03/15/2019	SECURITY OPERATIONS GROUP INC, LLC	DEPUTY G MITCHELL -COURSE 3/29	195.00
135270	03/15/2019	SECURITY OPERATIONS GROUP INC, LLC	DEPUTY M GIL - OPERATOR COURSE 3/29/15	195.00
135271	03/15/2019	THE STANDARD	MARCH 2019	2,534.08
135272	03/15/2019	STEVE LEMON AIR CONDITIONING	MONTHLY MAINTENANCE AND BOB GLASS GYM	8,651.00
135273	03/15/2019	STOTZ EQUIPMENT	BLOWER ASSEMBLY (2-TRAC 997)	1,313.47
135274	03/15/2019	SUPERIOR, LLC	PENTAMATION MAINT 3/01 3/31	3,557.40
135275	03/15/2019	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK	1,389.00
135276	03/15/2019	TEAMAN RAMIREZ & SMITH, INC	ACCTG SVCS, JUNE 30 2018	3,500.00
135277	03/15/2019	TEAMAN RAMIREZ & SMITH, INC	ACCTNG SVCS, GOVT CODE 53891 JUNE 30 2018	13,100.00
135278	03/15/2019	TEAMSTERS LOCAL 911	MARCH 2019 UNION DUES	2,845.00
135279	03/15/2019	TUSCANO'S	VOLUNTEER AWARD DINNER MARCH 15, 2019	579.27
135280	03/15/2019	UNITED WAY OF THE INLAND VALLEY	FEBRUARY 2019	128.49
135281	03/15/2019	VAL VERDE UNIFIED SCHOOL DIST	CHRISTMAS PARADE- BAND COMPETITION	250.00
135282	03/15/2019	VERONICA TAM AND ASSOCIATES	CDBG CONSULTANT SVCS, DEC 2018/JAN 2019	11,020.00
135283	03/15/2019	GREER'S CONTRACTING & CONCRETE, INC	COMMUNITY GARDEN-PHSE II	92,925.20
135284	03/15/2019	P&P UNIFORMS RIV	VESTS FOR CODE ENF OFFICERS	1,637.78
135285	03/20/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	695.00
135286	03/20/2019	AMERIPRIDE SERVICES INC	UNIFORM RENTALS	705.07
135287	03/20/2019	BILL & DAVE'S LDSC MAINTENANCE	LANDSCAPE MAINT 1/01-1/31/19; GOETZ RD & MAPES RD	19,700.00
135288	03/20/2019	CHRISTINA AVILA	WORK BOOTS REIMBURSEMENT FY-18/19	67.57
135289	03/20/2019	HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	2,887.11
135290	03/20/2019	LYONS SECURITY SERVICE INC.	SECURITY GUARD- SNOW DAY	394.16
135291	03/20/2019	DANIKA NELSON	VISION REIMBURSEMENT FY 18-19	450.00
135292	03/20/2019	GG PUB INC.	CDBG Public Hearing Notice/ PEDESTRAIN RAMPS	1,487.50
135293	03/20/2019	PREBOT CONSTRUCTION	DEMO CROSSWALK AFFIRMED & ORANGE, ILLINOIS ST. REMOVED/REPLACED CURB GUTTER	14,900.00
135294	03/20/2019	LAURA SOSA	FITNESS INSTRUCTOR- 2/16, 3/01, 3/02-3/14/15	2,894.40
135295	03/20/2019	TASO TECH, INC	ACM: NEW Dell 27" MONITOR	252.69
135296	03/20/2019	THE SOCO GROUP	FUEL CARDS	2,145.88
135297	03/20/2019	WATER EDUCATION SERVICES, INC	SPECIAL PROJECTS COORDINATION 2/18-2/28	3,784.50
135298	03/21/2019	ADAME LANDSCAPE, INC.	LANDSCAPE MAINTENANCE- DECEMBER 2018	7,731.65
135299	03/21/2019	IKEYA ADAMS	REFEREE 5 GAMES 2/09	125.00
135300	03/21/2019	ANDERSON CHEVROLET	PUB WORKS 2019 CHV SILVERADO VIN *K1151546	33,879.46
135301	03/21/2019	ANDERSON ELECTRIC	CESAR E CHAVEZ LIBRARY AND PATRIOT PARK REPAIRS	11,945.00
135302	03/21/2019	ANIMAL CARE EQUIPMENT & SVCS	TRUCATCH 48X20X28 FOLDING TRAP; STAINLESS STEEL 2-QUART PAILS	406.16
135303	03/21/2019	COUNTY OF RIVERSIDE	ANIMAL SHELTER SERVICES 1/01-1/31/19	11,337.08
135304	03/21/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF SERVICES	4,351.50
135305	03/21/2019	AARON AVILA	REIMB COURSE EXP 2/28	195.00
135306	03/21/2019	AWARD SIGN COMPANY	REIMB FOR PERMIT# 19-00652	27.00
135307	03/21/2019	B&H PHOTO ELECTRONICS CORP	BLACK-MAGIC WEB PRESENTER/REG.	485.10
135308	03/21/2019	BARNETT, KIRK	WHIRPOOL APPLIANCE PART	204.25
135309	03/21/2019	CAITLIN BARRON	WORK BOOTS REIMBURSEMENT FY-18/19	135.93
135310	03/21/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
135311	03/21/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
135312	03/21/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
135313	03/21/2019	CENTURION LOCK & KEY	DISPENSARY ON 350 E 4th STREET	233.81
135314	03/21/2019	ARTURO CERVANTES	FLOWERS FOR "Spring in to Perris"	68.79
135315	03/21/2019	CINTAS	CITY HALL/GYM; FACILITIES SUPPLIES	2,467.26
135316	03/21/2019	CIRCLE OF SAFE-T INC	SART EXAM	1,200.00
135317	03/21/2019	CMS COMMUNICATIONS, INC	PHONE FOR PW SUPERVISOR	358.19
135318	03/21/2019	CORPORATE PAYMENT SYSTEMS	CM: CONFERENCE/BUSINESS MEALS 1/11-2/04	1,113.64
135319	03/21/2019	C&R	TRASH FEES COLLECTED BY EMWD/JAN 2015	484,718.03
135320	03/21/2019	CREATIVE PRINTING	PRINTING SERVICES	647.32
135321	03/21/2019	DAN'S FEED AND SEED INC.	STAPLES, DUCT TAPE, TIE WIRE	24.75
135322	03/21/2019	DATA TICKET, INC.	DAILY CITATION, JANUARY 2019	136.76
135323	03/21/2019	DISPENSING TECHNOLOGY CORP	COLD PATCH FOR STREET MAINTENANCE	2,598.37
135324	03/21/2019	EARTHCHEM INDUSTRIAL SUPPLY, LLC	MOSQUITO DONUTS, 36 INCH BUNGE	345.78
135325	03/21/2019	EASTERN MUNICIPAL WATER DISTRICT	2/04-3/04/2019- WATER SERVICE	277.70
135326	03/21/2019	EASTERN MUNICIPAL WATER DISTRICT	3310 INDIAN AVE 031219 WATER SERVICE	553.63
135327	03/21/2019	EVERETT SMITH DESIGNS	DOG PARK- CONSTRUCTION DOCS: DESIGN	5,000.00
135328	03/21/2019	EWING	SUPPLIES FOR GROUNDS MAINTENANCE	420.96
135329	03/21/2019	FEDERAL EXPRESS CORP	2/12-2/19/2019 DELIVERY SERVICE	92.34
135330	03/21/2019	FIRST SECURITY FINANCE, INC	LOAN PERRIS CA-07-1 3/01-4/01/2019	2,563.82
135331	03/21/2019	G. HURTADO CONST. INC.	WATER MAIN BREAK AT 424 S "G" STREET	7,031.00
135332	03/21/2019	GARCIA'S GARAGE	ANIMAL CONTROL TRUCK	536.73
135333	03/21/2019	THE GAS COMPANY	12/27-1/28/19 service	4.47
135334	03/21/2019	GORM, INC.	SUPPLIES FOR PARKS MAINTENANCE	432.62
135335	03/21/2019	GREER'S CONTRACTING & CONCRETE, INC	CDBG SIDEWALK PRJCT	11,386.25
135336	03/21/2019	HERNANDEZ LANDSCAPE CO, INC	LANDSCAPE MAINT 12/01-12/31/18, MAINTENANCE TO PLATERS & TURF PATRIOT PARK	13,550.00
135337	03/21/2019	HORTICULTURAL PEST MANAGEMENT	FEBRUARY 2019 PEST CONTROL SVCS	1,428.00
135338	03/21/2019	ICSC LOCKBOX	ICSC 2019 Western CONF - Exhibit Space	1,510.00
135339	03/21/2019	INLAND AUTO EQUIPMENT	7.5 HP 60 GAL. ROTARY SCREW COMPRESSOR	8,599.00
135340	03/21/2019	INLAND DESERT SECURITY & COMM INC	ANSWERING SERVICE RM2987 SVC 3/01-3/31	755.60
135341	03/21/2019	INLAND DESERT SECURITY & COMM	PUBLIC WORKS; ANSWERING SVCS 4/01-4/30	769.40
135342	03/21/2019	INLAND LIGHTING SUPPLIES	PUBLIC WORKS YARD "SHOP" AREA	409.23
135343	03/21/2019	IRON MOUNTAIN	FINANCE STORAGE 3/01-3/31/19	568.61
135344	03/21/2019	JOHNSON CONTROLS FIRE PROTECTION	PERRIS BANK, 400 S. D STREET; FEB 1-5 2019	806.90
135345	03/21/2019	JOHNSON EQUIPMENT CO.	SAFETY LIGHTS FOR NEW TRUCK	5,776.06
135346	03/21/2019	KIMBALL MIDWEST	LIGHT BULBS, REPLACEMENT DRILL	387.82
135347	03/21/2019	KIMBERLY KIRNER	FEB 2019 CalVIP Evaluator	1,875.00
135348	03/21/2019	LAWLER'S TRIPLE L TOWING	LIC 4JDL017 VIN0697 3/06/19	705.00
135349	03/21/2019	MAC TOOLS DISTRIBUTOR	PUNCH SET	259.90
135350	03/21/2019	MANPOWER TEMP SERVICES, INC	TEMPORARY STAFF SERVICES	29,878.85
135351	03/21/2019	KENNETH MATTHEWS	REFEREE 5 GAMES 2/02	125.00
135352	03/21/2019	MANUEL HENRY MOYA JR	REFEREE 5 GAMES 3/02	125.00
135353	03/21/2019	MURRIETA POLICE DEPARTMENT	2ND ANNUAL K9 TRIALS: RAY, JAMES	95.00
135354	03/21/2019	NP&G CORPORATION	EMERGENCY ASPHALT REPAIR: 26292 SAN JACINTO AVE	63,653.20
135355	03/21/2019	OCHOA'S BACKFLOW SYSTEMS	BACKFLOW REPAIR & CERTIFICATE	275.00

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135356	03/21/2019	PACKET FUSION, INC.	SWITCH INSTALLATION	4,051.17
135357	03/21/2019	PAR WEST TURF SERVICES, INC.	IRRIGAT ON REPAIR PARTS	2,229.59
135358	03/21/2019	PARKING & PROPERTY ID	PROTECTORS: NOTICE OF VIOLATION	199.28
135359	03/21/2019	PERRIS ANIMAL HOSPITAL	TELAZOL INJECTABLE 5ml BOTTLE	501.60
135360	03/21/2019	PERRIS VALLEY PRINTING CO.	BUSINESS CARDS- CMMTY SVCS	210.11
135361	03/21/2019	PURCHASE POWER	REPLENISH POSTAGE METER 2/20/19	4,007.00
135362	03/21/2019	VINCE RAMIREZ	WORK BOOTS REIMBURSEMENT FY-18/15	169.20
135363	03/21/2019	RANCHO VET TACK & FEED SUPPLY	K9 FEED SUPPLY	94.58
135364	03/21/2019	REGENCY-PACIFIC DEVELOPMENT CORPORATION	BILLIARD ROOM REMODEL 3/12, IT ROOM REMODEL	37,525.00
135365	03/21/2019	RELIABLE WORKPLACE SOLUTIONS	OFFICE SUPPLIES	3,992.51
135366	03/21/2019	RIGHTWAY	PORTABLE TOILETS PARKS	1,322.80
135367	03/21/2019	RINCON CONSULTANTS, INC	NUEVO CROSSING 10/29-12/31/2018	8,949.85
135368	03/21/2019	RIVERS, ALBERT	WTR REFUND 00478-17	67.19
135369	03/21/2019	RIVERSIDE COUNTY SHERIFF'S DEP	COUNCIL/EXPLORER MEETINGS/ COPS & CLERGY 11/05/18	939.86
135370	03/21/2019	RCIT	RADIO CHARGES 1/01-1/31/19	1,181.94
135371	03/21/2019	PAUL SALAZAR	REIMB COURSE EXPENSES- FEB 28, 2019	195.00
135372	03/21/2019	SCE	1/24-2/25/2019	257.03
135373	03/21/2019	SCE	1/17-2/19/2019	102.59
135374	03/21/2019	SCE	2/04-3/06/2019	190.10
135375	03/21/2019	SCE	1/24-2/25/2019	6,219.71
135376	03/21/2019	SCE	18 mo SCE Bill 03/02/19, 02/06-03/08/19	19,074.60
135377	03/21/2019	PAPHAYCHITH SIVILAY	REIMBURSE COURSE EXP	195.00
135378	03/21/2019	SMART & FINAL	SPORTS DRINKS- GYM	487.49
135379	03/21/2019	SOLID RED STUDIO	COUNCIL MEETING VIDEO SERVICES	75.00
135380	03/21/2019	SPARKLETTTS	CITY MANAGER/CMMTY SVCS 2/05-2/19, 02/05-2/13	968.47
135381	03/21/2019	SS MINI STORAGE	SS MINI STORAGE - 6MONTHS 4/01-9/30/15	484.00
135382	03/21/2019	STAFFMARK	TEMPORARY STAFF SERVICES	737.20
135383	03/21/2019	STANLEY CONVERGENT SECURITY, INC	PUBLIC WORKS YARD; 4/01-6/30	2,925.90
135384	03/21/2019	STATE OF CALIFORNIA	BLOOD ALCOHOL ANALYSIS	280.00
135385	03/21/2019	STATER BROS MARKETS	Mom & Tots Supplies, INAUGURAL LEAD REFRESH	556.91
135386	03/21/2019	STEVE LEMON AIR CONDITIONING	FIRE STATION #90	660.00
135387	03/21/2019	SUPERIOR COURT OF CALIFORNIA	Campos Case #CQB0516AC PRGL	128.00
135388	03/21/2019	SWANK MOTION PICTURES, INC	MOVIES AT THE PARK	170.00
135389	03/21/2019	SPECTRUM BUSINESS	{13 ACCOUNTS} ACCT 8448 20899 0029151 FEB-MAR 2015	3,826.94
135390	03/21/2019	TOWN & COUNTRY TOWING	CROWN VIC LIC 1378866	75.00
135391	03/21/2019	TROPHIES UNLIMITED	VOLUNTEER OF THE YEAR	153.17
135392	03/21/2019	TYLER BUSINESS FORMS	1095-C TAX FORMS	101.89
135393	03/21/2019	CESAR URIBE	REIMB PERMIT 18-02259	250.00
135394	03/21/2019	USK TAE KWON DO	TAE KWON DO INSTRUCTOR 11/27-12/20/18	572.50
135395	03/21/2019	VISUAL EDGE, INC.	XEROX SUPPLY FULFILLMENT FEE	9.50
135396	03/21/2019	WALTERS WHOLESALE ELECTRIC CO	MATERIALS & SUPPLIES FOR BELLA	660.53
135397	03/21/2019	WESTERN RIVERSIDE COUNTY MSHCP	MSHCP FEES COLLECTED FEBRUARY 2015	13,091.64
135398	03/21/2019	WESTERN RIVERSIDE COUNCIL OF G	TUMF FEES COLLECTED FEBRUARY 2015	41,412.00
135399	03/21/2019	BRANDI WILLIAMS	REFEREE S GAMES 3/02	125.00
135400	03/21/2019	XEROX FINANCIAL SERVICES	XEROX LEASE PAYMENT 2/28-3/29/15	6,952.64
135401	03/27/2019	ALESHIRE & WYNDER, LLP	LEGAL SVCS, PERSONNEL/LABOR IAN 2019	1,755.00
135402	03/27/2019	AMERICAN FORENSIC NURSES LLC	BLOOD DRAWS	485.00
135403	03/27/2019	AMERIPRIDE SERVICES INC	UNIFORM RENTALS	909.89
135404	03/27/2019	BILL & DAVE'S LDC MAINTENANCE	GOETZ RD & MAPES RD	1,500.00
135405	03/27/2019	CAMERON WELDING SUPPLY	PACKAGED GASES FOR WELDING	56.16
135406	03/27/2019	HOME DEPOT CREDIT SERVICES	TOOLS USED FOR BLDG MAINT, MATERIALS & SUPPLIES	4,488.05
135407	03/27/2019	HECTOR LEDESMA	WORK BOOTS & VISION REIMBURSEMENT FY 18-15	698.40
135408	03/27/2019	LIFE LIFTERS INTERNATIONAL	EMPLOYMENT EDUCATION SVCS- CDBG PRGM 2/24-3/02	850.00
135409	03/27/2019	PACIFIC CODE COMPLIANCE	CDBG PROF SVCS- FEB 2019	3,600.00
135410	03/27/2019	GG PUB INC.	17-05194 TO MD 84-1	325.76
135411	03/27/2019	PREBOT CONSTRUCTION	ILLINOIS ST - REMOVED/REPLACED CURB & GUTTER	4,850.00
135412	03/27/2019	RK ENGINEERING GROUP INC	7th STREET G ST TRAFFIC REVIEW	2,500.00
135413	03/27/2019	TRI-LAKE CONSULTANTS, INC.	PB-1316 MISC PLANNING	90.00
135414	03/27/2019	WILLDAN FINANCIAL SERVICES	PROFESSIONAL SERVICES- CFD 2006 3 BOND ISSUANCE	4,500.00
135415	03/29/2019	ALL AMERICAN ASPHALT	2018 PAVEMENT REHABILITATION	437,369.22
135416	03/29/2019	AMAZON WEB SERVICES, INC.	Back-up Services for City Data JAN 2019	67.79
135417	03/29/2019	ANDERSON CHEVROLET	PROGRAMMED (1) NEW KEY & RECD PARTS	200.65
135418	03/29/2019	ANDERSON ELECTRIC	CESAR E CHAVEZ LIBRARY; repair, SKYDIVE PARK, BELLAMO/ WATER TANKS	5,247.00
135419	03/29/2019	ANIMAL CARE EQUIPMENT & SVCS	TRUCATCH 48X20X28 FOLDING TRAP	399.98
135420	03/29/2019	APPLEONE EMPLOYMENT SERVICES	TEMPORARY STAFF SERVICES	3,577.50
135421	03/29/2019	VERONICA ARANA	VISION REIMB FY 18-19	221.07
135422	03/29/2019	ATWORK FRANCHISE, INC.	TEMPORARY STAFF SERVICES	758.16
135423	03/29/2019	BASTION SECURITY INC.	TOWER, SOLAR POWERED, 4 ANALOG CAMERAS	1,900.00
135424	03/29/2019	MICHAEL BERRY	REFEREE 2/23/19	125.00
135425	03/29/2019	BMW MOTORCYCLES OF RIVERSIDE	POLICE DEPT, 2015 BMW REPAIRS	152.24
135426	03/29/2019	BUDLONG & ASSOCIATES, INC.	LINEAR PARK LIGHTING	2,970.00
135427	03/29/2019	CALIFORNIA ANIMAL WELFARE ASSOCIATION	CALIFORNIA ANIMAL LAW'S HANDBOOK	148.00
135428	03/29/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	21.23
135429	03/29/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	75.23
135430	03/29/2019	CALIFORNIA STATE DISBURSEMENT	GARNISHMENT	200.00
135431	03/29/2019	CHARTER INDUSTRIAL SUPPLY, INC.	BALEIGH CIRCULAR COLD SAW & COOLANT	6,228.78
135432	03/29/2019	CINTAS	CITY HALL/CNCL CHMBR/GYM/TEEN CTR	2,449.36
135433	03/29/2019	CINTAS	PUBLIC WORKS OFFICE; SUPPLIES (FACILITIES)	112.86
135434	03/29/2019	CLAREMONT GRADUATE UNIVERSITY	DRUCKER Playbook 23 SEATS	6,900.00
135435	03/29/2019	CMS COMMUNICATIONS, INC	PHONE SERVICES- NEOP	364.97
135436	03/29/2019	CORPORATE PAYMENT SYSTEMS	BAL OWED ON DEC 2018 STATEMENT	54.72
135437	03/29/2019	CORPORATE PAYMENT SYSTEMS	CPRS REGISTRATION M CORONA MAR 2019	570.00
135438	03/29/2019	CORPORATE PAYMENT SYSTEMS	EVENT PHOTOGRAPHER/SNAP CONF/CMMTY GARDENS	4,391.38
135439	03/29/2019	CORPORATE PAYMENT SYSTEMS	HEALTH CONF/CPRS CONF FLIGHTS/OFFICE SUPPLIES	4,964.76
135440	03/29/2019	CR&R	CR&R - SOLID WASTE FEB 2019	90,221.76
135441	03/29/2019	CREATIVE PRINTING	WATER BILLS, ENVELOPES, INAUGURAL LEAD SESSION	1,866.77
135442	03/29/2019	D & D SERVICES, INC	FEB. 2019 ANIMAL DISPOSAL FEE	324.00
135443	03/29/2019	DAN'S FEED AND SEED INC.	RAIN GEAR, PANT TRAY & ROLLER, DOG & CAT FOOD	348.27
135444	03/29/2019	DIVERSIFIED DISTRIBUTION	ENGINE OIL, COOLANT, ETC	240.80
135445	03/29/2019	EARTH & TURF PRODUCTS, LLC	320 MULTISPREAD TOPDRESSER	6,166.40
135446	03/29/2019	EASTERN MUNICIPAL WATER DISTRICT	0 CANDELARIA WAY 2/21-3/20	18.99
135447	03/29/2019	EASTERN MUNICIPAL WATER DISTRICT	2/12-3/11/2019	1,689.39

CITY OF PERRIS
CHECK REGISTER
March 31, 2019

CK NUMBER	DATE ISSUED	VENDOR	DESCRIPTION	AMOUNT
135448	03/29/2019	EASTERN MUNICIPAL WATER DISTRICT	2/10-3/10/2019	2,422.16
135449	03/29/2019	EWING	SUPPLIES FOR PARKS MAINTENANCE	264.75
135450	03/29/2019	EXPERIAN	CREDIT SVCS 1/28-2/22/19	56.76
135451	03/29/2019	FRANCHISE TAX BOARD	ECONOMIC DEVELOPMENT 2017 FEDERAL TAX RETURN	10.00
135452	03/29/2019	FRONTIER	657-1104 2/12-3/11/19; 12172-5 2/13-3/12/19	751.91
135453	03/29/2019	GARCIA'S GARAGE	WHEEL ALIGNMENT FOR CODE ENFORCEMENT	60.00
135454	03/29/2019	ARTURO GARCIA	SPRING SUMMIT APRIL 16-17, 2019	160.00
135455	03/29/2019	GORM, INC	SUPPLIES FOR PARKS MAINTENANCE	812.09
135456	03/29/2019	GREER'S CONTRACTING & CONCRETE, INC	PARK RESTROOM BUILDING PROJECT	154,137.50
135457	03/29/2019	GUARANTEED JANITORIAL SERVICE, INC	JANITORIAL SERVICES, FEB. 2019	11,548.00
135458	03/29/2019	HAULAWAY STORAGE CONTAINERS, INC	20FT CONTAINER RENTAL, METZ PARK	82.60
135459	03/29/2019	HERNANDEZ LANDSCAPE CO, INC	MAINTENANCE AT PATRIOT PARK	3,200.00
135460	03/29/2019	HORTICULTURAL PEST MANAGEMENT	FEB & MARCH 2018 (PARKS) PEST CONTROL SERVICES	2,288.61
135461	03/29/2019	INFRAMARK, LLC	FEB 2019 OPERATIONS/MAINT	87,847.22
135462	03/29/2019	INLAND DESERT SECURITY & COMM	ANSWERING SVCS H00465 4/01-4/30	68.80
135463	03/29/2019	J & S STRIPING	STRIPING AND MARKING AT CASE ROAD	6,029.00
135464	03/29/2019	JOHNSON CONTROLS FIRE PROTECTION	BOB GLASS GYM, ALARM & DETECTION	569.29
135465	03/29/2019	JOLLY JUMPS	CHILDREN'S TEA SETS	180.00
135466	03/29/2019	KH METALS AND SUPPLY	HOT ROLLED STEEL, ANGLE BRACKET, ETC	64.38
135467	03/29/2019	LANGUAGE NETWORK, INC.	COUNCIL MEETING 2/26/19	180.00
135468	03/29/2019	LAWN TECH	PARTS FOR FIELD EQUIPMENT	234.86
135469	03/29/2019	LIEBERT CASSIDY WHITMORE	PROFESSIONAL SERVICES THROUGH 2/28/19, INVOICE 14734965	10,190.00
135470	03/29/2019	LYNN MERRILL & ASSOCIATES, INC.	NPDES INSPECTIONS MARCH 2019	2,362.98
135471	03/29/2019	MANAGERPLUS SOLUTIONS, LLC	ManagerPlus SOFTWARE AGREEMENT 5/27-5/26/2020	749.00
135472	03/29/2019	MANPOWER TEMP SERVICES, INC	TEMPORARY STAFF SERVICES	1,577.43
135473	03/29/2019	NAPA AUTO PARTS	AIR GAUGE	114.95
135474	03/29/2019	NOVAK-SMUIH, MIKE	WATER DEPOSIT 003742-09	48.89
135475	03/29/2019	PACIFIC PRODUCTS AND SERVICES, LLC	COMPACT COLLAPSE & WRAP SIGN	1,877.38
135476	03/29/2019	PREMIERE GLOBAL SERVICES	CONFERENCE CALLING SVCS 02/01-02/28/19	62.28
135477	03/29/2019	REGENTS, UC	SBIR STR CON SPONSORSHIP	250.00
135478	03/29/2019	RELIABLE WORKPLACE SOLUTIONS	COPY PAPER	35.90
135479	03/29/2019	RIGHTWAY	PARKS, PORTABLE TOILET SERVICES	1,013.04
135480	03/29/2019	RIVERSIDE COUNTY SHERIFF'S DEP	LAW ENFORCEMENT 1/03-1/30/19	1,358,730.44
135481	03/29/2019	SAFETY-KLEEN CORPORATION	PUMPED OUT OIL	226.20
135482	03/29/2019	SCE	474 RAMONA EXPRESSWAY 2/15-3/19/19	18.01
135483	03/29/2019	SCE	RAMONA/PERRIS 1/25-3/15/19	40.23
135484	03/29/2019	SCE	2-34-443-8486 EVANS 2/11-3/13/15	126.11
135485	03/29/2019	SCE	2/06-3/08/2019	5,466.10
135486	03/29/2019	SCE	1/24-2/25/2019	62,620.75
135487	03/29/2019	SITEONE LANDSCAPE SUPPLY, LLC	CONTROLLER PANEL REPLACEMENT	1,195.12
135488	03/29/2019	SPARKLETT'S	SENNOR CENTER 1/22-2/05	172.62
135489	03/29/2019	STAFFMARK	TEMPORARY STAFF SERVICES	1,326.96
135490	03/29/2019	STANLEY CONVERGENT SECURITY, INC	BLDG & PLANNING, 135 N. D STREET 4/01-6/30; STATLER YOUTH CENTER, 04/01-6/30	4,986.48
135491	03/29/2019	STATER BROS MARKETS	SPECIAL EVENT, REFRESHMENTS, T-MEETING	486.25
135492	03/29/2019	STEVE LEMON AIR CONDITIONING	INSTALLATION OF NEW THERMOSTAT, MONTHLY MAINTENANCE	5,732.00
135493	03/29/2019	TRANSPORT GRAPHICS	STICKERS FOR VEHICLES	366.84
135494	03/29/2019	U. S. POSTAL SERVICE	WATER DEPT POSTAGE	4,000.00
135495	03/29/2019	VAL VERDE GRAPHICS	2018 VETERAN'S DAY PARADE	2,338.26
135496	03/29/2019	VERIZON WIRELESS	ACCT 471903601.00005 1/11-2/10	111.16
135497	03/29/2019	VISION GLASS AND TINT	FORD F250 WINDSHIELD REPLACEMENT, TRUCK#19-486 TINT	323.99
135498	03/29/2019	VISTA PAINT CORPORATION	PAINT SUPPLIES FOR PERRIS LIBRARY, SUCTION SET REPAIR KIT	265.81
135499	03/29/2019	VISUAL EDGE, INC.	CONTRACT BILLING 2/01-2/28/19	2,841.13
135500	03/29/2019	VOYAGER FLEET	FUEL CARDS CLOSING DATE 2/24	1,596.15
135501	03/29/2019	WALTERS WHOLESALE ELECTRIC CO	MATERIALS & SUPPLIES FOR BELLA, METZ PARK SUPPLIES FOR SECURITY CAMERA	1,082.55
135502	03/29/2019	XEROX FINANCIAL SERVICES	XEROX LEASE PAYMENT 2/28-3/29/19	6,632.27
TOTAL REGISTER				\$ 5,327,145.28