

CITY OF WILDOMAR CITY COUNCIL
AND WILDOMAR CEMETERY DISTRICT AGENDA

5:30 P.M. – CLOSED SESSION
6:30 P.M. – REGULAR MEETING

NOVEMBER 9, 2016
Council Chambers
23873 Clinton Keith Road, Suite 106, Wildomar CA



Bridgette Moore, Mayor/Chair, District 4
Timothy Walker, Mayor Pro Tem/Vice Chair, District 3
Ben Benoit, Council Member/Trustee, District 1
Bob Cashman, Council Member/Trustee, District 2
Marsha Swanson, Council Member/Trustee, District 5

Gary Nordquist
City Manager/General Manager

Thomas D. Jex
City Attorney/District Counsel

WILDOMAR CITY COUNCIL AND WILDOMAR CEMETERY DISTRICT REGULAR MEETING AGENDA NOVEMBER 9, 2016

ORDER OF BUSINESS: Public sessions of all regular meetings of the City Council begin at 6:30 p.m. Closed Sessions begin at 5:30 p.m. or such other time as noted.

REPORTS: All agenda items and reports are available for review at Wildomar City Hall, 23873 Clinton Keith Road; Mission Trail Library, 34303 Mission Trail Blvd.; and on the City's website, www.cityofwildomar.org. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection at City Hall during regular business hours.

PUBLIC COMMENTS: Prior to the business portion of the agenda, the City Council will receive public comments regarding any items or matters within the jurisdiction of the governing body. The Mayor will separately call for testimony at the time of each public hearing. If you wish to speak, please complete a "Public Comment Card" available at the Chamber door. The completed form is to be submitted to the City Clerk prior to an individual being heard. Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally. The time limit established for public comments is three minutes per speaker.

ADDITIONS/DELETIONS: Items of business may be added to the agenda upon a motion adopted by a minimum 2/3 vote finding that there is a need to take immediate action and that the need for action came to the attention of the City subsequent to the agenda being posted. Items may be deleted from the agenda upon request of staff or upon action of the Council.

CONSENT CALENDAR: Consent Calendar items will be acted on by one roll call vote unless Council members, staff, or the public request the item be discussed and/or removed from the Consent Calendar for separate action.

**PLEASE TURN ALL DEVICES TO VIBRATE/MUTE/OFF
FOR THE DURATION OF THE MEETING. YOUR
COOPERATION IS APPRECIATED.**

CALL TO ORDER – REGULAR SESSION - 6:30 P.M.

ROLL CALL

FLAG SALUTE

PRESENTATIONS

1. 5 Year Employee Service Pin – Kirk Schrader
2. 5 Year Employee Service Pin – Daniel Torres
3. Eagle Scout – Kaden Quintana
4. Fire Department Update

PUBLIC COMMENTS

This is the time when the Council receives general public comments regarding any items or matters within the jurisdiction that **do not** appear on the agenda.

State law allows the Council to only talk about items that are listed on the agenda. **Speakers are allowed to raise issues not listed on the agenda; however, the law does not allow the City Council to discuss those issues during the meeting.** After hearing the matter, the Mayor will turn the matter over to the City Manager who will put you in contact with the proper Staff person. Each speaker is asked to fill out a Public Comments Card available at the Chamber door and submit the card to the City Clerk. **Lengthy testimony should be presented to the Council in writing (15 copies) and only pertinent points presented orally.** The time limit established for public comments is three minutes per speaker.

Prior to taking action on any item that is on the agenda, the public will be permitted to comment at the time it is considered by the City Council.

COUNCIL COMMUNICATIONS

1. Community events
2. Regional events
3. Chamber of Commerce
4. Riverside Conservation Authority (RCA)
5. Riverside Transit Agency (RTA)
6. Riverside County Transportation Commission (RCTC)
7. League of California Cities
8. Southern California Association of Governments (SCAG)
9. Riverside County Habitat Conservation Agency (RCHCA)
10. Western Riverside Council of Governments (WRCOG)
11. South Coast Air Quality Management District (SCAQMD)
12. Ad Hoc & Subcommittees

APPROVAL OF THE AGENDA AS PRESENTED

The City Council to approve the agenda as it is herein presented, or, if it is the desire of the City Council, the agenda can be reordered, added to, or have items tabled at this time.

1.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Council, the Public, or Staff request to have specific items removed from the Consent Calendar for separate discussion and/or action.

1.1 Reading of Ordinances

RECOMMENDATION: Staff recommends that the City Council approve the reading by title only of all ordinances.

1.2 Minutes – October 12, 2016 Regular Meeting

RECOMMENDATION: Staff recommends that the City Council approve the Minutes as submitted.

1.3 Warrant & Payroll Registers

RECOMMENDATION: Staff recommends that the City Council approve the following:

1. Warrant Register dated 10-06-2016 in the amount of \$525.00;
2. Warrant Register dated 10-06-2016 in the amount of 299,455.26;
3. Warrant Register dated 10-06-2016 in the amount of \$7,489.11;
4. Warrant Register dated 10-13-2016 in the amount of \$79,531.21;
5. Warrant Register dated 10-13-2016 in the amount of \$1,869,187.60;
6. Warrant Register dated 10-20-2016 in the amount of \$120,667.72;
7. Warrant Register dated 10-20-2016 in the amount of \$250,763.99;
8. Warrant Register dated 10-27-2016 in the amount of \$363,789.24; &
9. Payroll Register dated 11-01-2016 in the amount of \$76,464.51.

1.4 Treasurer's Report

RECOMMENDATION: Staff recommends that the City Council approve the Treasurer's Report for September, 2016.

1.5 City Hall Building Lease - Delegation of Signature Authority for Subordination, Non-Disturbance and Attornment Agreement

RECOMMENDATION: Authorize the City Manager to sign the Subordination, Non-Disturbance and Attornment Agreement and Tenant Estoppel Certificate with the new owners (Landlord) of the City Hall building, CFT NV Developments, LLC.

1.6 2016 Special Events and Recreation Program Dates Addition

RECOMMENDATION: Approve the addition of a Holiday Lights contest to the special events and recreation programs calendar through December, 2016.

2.0 PUBLIC HEARINGS

There are no Public Hearings scheduled.

3.0 GENERAL BUSINESS

3.1 Street Light Acquisition Update

RECOMMENDATION: Staff recommends that the City Council:

1. Direct staff to finalize the Purchase and Sales and License Pole Agreements for City Council consideration at the January 11, 2017 City Council meeting;
2. Schedule a field trip to the City of Hemet to view the various lighting types;
3. Direct staff to finalize Street and Safety Lighting Standards;
4. Direct staff to submit a financing plan to acquire and retrofit the Street Lights prior to June 2018; and
5. Direct staff to identify streetlights in existing neighborhoods that could be eliminated based on the Proposed Street and Safety Lighting Standard.

CITY MANAGER REPORT

1. November 8 Election Update and Date for Swearing-in New Council Members
2. Update on year end audit process
3. Community Calendar Update

CITY ATTORNEY REPORT

Brown Act Review

FUTURE AGENDA ITEMS

ADJOURN THE CITY COUNCIL

In accordance with Government Code Section 54952.3, I, Debbie A. Lee, City of Wildomar City Clerk, do hereby declare that the Board of Trustees will receive no compensation or stipend for the convening of the following regular meeting of the Wildomar Cemetery District.

CALL TO ORDER THE WILDOMAR CEMETERY DISTRICT

ROLL CALL

PUBLIC COMMENTS

BOARD COMMUNICATIONS

APPROVAL OF THE AGENDA AS PRESENTED

The Board of Trustees to approve the agenda as it is herein presented, or if it is the desire of the Board, the agenda can be reordered at this time.

4.0 CONSENT CALENDAR

All matters listed under the Consent Calendar are considered routine and will be enacted by one roll call vote. There will be no separate discussion of these items unless members of the Board, the Public, or Staff request that specific items are removed from the Consent Calendar for separate discussion and/or action.

4.1 Minutes – October 12, 2016 Regular Meeting

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Minutes as submitted.

4.2 Warrant Register

RECOMMENDATION: Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 10-06-2016, in the amount of \$2,425.32;
2. Warrant Register dated 10-13-2016, in the amount of \$4,048.72;
3. Warrant Register dated 10-20-2016, in the amount of \$2,337.46; &
4. Warrant Register dated 10-27-2016, in the amount of \$1,600.92.

4.3 Treasurer's Report

RECOMMENDATION: Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2016.

5.0 PUBLIC HEARINGS

There are no items scheduled.

6.0 GENERAL BUSINESS

There are no items scheduled.

GENERAL MANAGER REPORT

FUTURE AGENDA ITEMS

ADJOURN WILDOMAR CEMETERY DISTRICT

City Council/Wildomar Cemetery District Regular Meeting Schedule

December 14	April 12	August 9
January 11	May 10	September 13
February 8	June 14	October 11
March 8	July 12	

If requested, the agenda and backup materials will be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans With Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof.

Any person that requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting, may request such modification, accommodation, aid or service by contacting the City Clerk either in person or by phone at 951/677-7751, no later than 10:00 a.m. on the day preceding the scheduled meeting.

I, Debbie A. Lee, Wildomar City Clerk, do certify that on November 4, 2016, by 5:00 p.m., a true and correct copy of this agenda was posted at the three designated posting locations:

Wildomar City Hall, 23873 Clinton Keith Road;
U.S. Post Office, 21392 Palomar Street;
Wildomar Library, 34303 Mission Trail Blvd.



Debbie A. Lee, CMC
City Clerk/Human Resources Manager

**CITY OF WILDOMAR
CITY COUNCIL REGULAR MEETING MINUTES
OCTOBER 12, 2016**

CALL TO ORDER – CLOSED SESSION - 5:30 P.M.

The closed session of October 12, 2016, of the Wildomar City Council was called to order by Mayor Moore at 5:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Council Members Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, and City Clerk Lee.

PUBLIC COMMENTS

There were no speakers.

CLOSED SESSION

City Clerk Lee read the following:

The City Council will meet in closed session pursuant to the provisions of Government Code Section 54956.9 (d)(1) to confer with legal counsel with regard to the following matters of pending litigation: City of Wildomar v. Rostai Investment Properties; RSC Case No. MCC 1300122.

The Council convened into closed session at 5:30 p.m. with all Council Members present.

RECONVENE INTO OPEN SESSION

At 6:30 p.m. the City Council reconvened into open session, with all Council Members present.

ANNOUNCEMENTS

City Attorney Jex stated there was no reportable action.

ADJOURN CLOSED SESSION

There being no further business, Mayor Moore adjourned the closed session at 6:30 p.m.

CALL TO ORDER – REGULAR SESSION - 6:30 P.M.

The regular meeting of October 12, 2016, of the Wildomar City Council was called to order by Mayor Moore at 6:30 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

City Council Roll Call showed the following Members in attendance: Council Members Benoit, Cashman, Swanson, Mayor Pro Tem Walker, and Mayor Moore. Members absent: None.

Staff in attendance: City Manager Nordquist, City Attorney Jex, Assistant City Manager York, Planning Director Bassi, Finance Director Riley, Police Chief Hollingsworth, Senior Administrative Analyst Morales and City Clerk Lee.

Mayor Moore requested a moment of silence for the slain Police Officers in Palm Springs.

The flag salute was led by Boy Scout Troop 332.

PRESENTATIONS

The following presentations were made:

1. Library Update – Melina Velazquez
2. Fire Captain Ed Estacio Recognition
3. Fire Department Update

PUBLIC COMMENTS

Peter Cracchiolo, resident, spoke regarding the condition of Lost Road.

Virginia Kishbauch, resident, spoke regarding Victorian Lane and the rundown conditions in the area.

Ken Mayes, resident, complained the amount of items on the Consent Calendar and a small amount of time for the public to speak to the items.

Mireya Gresham, Sycamore Academy, presented an update on the events at the school.

COUNCIL COMMUNICATIONS

The City Council Members spoke regarding the various committees, commissions, and boards that they serve on locally and regionally and community events.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

1.0 CONSENT CALENDAR

City Clerk Lee advised there is a speaker for item #1.6, #1.7, #1.8, and #1.9.

Ken Mayes, resident, spoke to the items.

Councilman Cashman advised on item #1.10, the Council does not set the salary of Council Members, it is done by State law and is based on population.

1.9 Regional Homeless Alliance

There was a presentation on item #1.9.

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to adopt a joint Resolution joining the Regional Homeless Alliance and authorized the Mayor to sign a five-member city alliance to address homelessness in southwest Riverside County.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None
ABSENT: None

A MOTION was made by Councilman Benoit, seconded by Mayor Pro Tem Walker, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore
NAY: None
ABSTAIN: None
ABSENT: None

1.1 Reading of Ordinances

Approved the reading by title only of all ordinances.

1.2 Minutes – September 14, 2016 Regular Meeting

Approved the Minutes as submitted.

1.3 Warrant & Payroll Registers

Approved the following:

1. Warrant Register dated 09-01-2016 in the amount of \$528,722.52;
2. Warrant Register dated 09-01-2016 in the amount of \$17,081.30;
3. Warrant Register dated 09-08-2016 in the amount of \$4,434.88;
4. Warrant Register dated 09-08-2016 in the amount of \$609.84;
5. Warrant Register dated 09-08-2016 in the amount of \$128,988.84;
6. Warrant Register dated 09-13-2016 in the amount of \$440.00;
7. Warrant Register dated 09-15-2016 in the amount of \$1,578.69;
8. Warrant Register dated 09-15-2016 in the amount of \$137,357.42;
9. Warrant Register dated 09-22-2016 in the amount of \$50.00;
10. Warrant Register dated 09-22-2016 in the amount of \$31,174.00;
11. Warrant Register dated 09-22-2016 in the amount of \$186,251.35;
12. Warrant Register dated 09-29-2016 in the amount of \$129,474.17
13. Payroll Register dated 10-01-2016 in the amount of \$75,271.92.

1.4 Treasurer's Report

Approved the Treasurer's Report for August, 2016.

1.5 Declare Scheduled Vacancies on the Planning Commission (Mayor Moore and Councilman Cashman Appointees)

1. Declared two vacancies on the Planning Commission (currently held by John Lloyd (Moore) and Sidney York (Cashman)); and

2. Directed the City Clerk to advertise the scheduled vacancies, starting October 13, 2016, and receive applications for a period of 30 calendar days (October 13 – November 14).
- 1.6 **First Amendment to Design Professional Services Agreement with Parsons Transportation Group for Bundy Canyon Road**
Authorized the City Manager to execute the First Amendment to the Design Professional Services Agreement with Parsons Transportation Group, Inc for Engineering Services for Bundy Canyon Road Improvement Project.
- 1.7 **Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for Lateral C-1**
Authorized the City Manager to execute the Professional Services Agreement with Albert A. Webb Associates for Environmental Mitigation Services for the Lateral C-1 Storm Drain Project.
- 1.8 **Consultant Service Agreement for Special District On-Call Services**
Authorized the City Manager to execute the Consultant Services Agreements with Albert A. Webb Associates and with Spicer Consulting Group for On-Call Assessment Engineering/Special Tax Services.
- 1.10 **City Council Salary Ordinance**
Adopted an Ordinance entitled:

ORDINANCE NO. 125

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AMENDING SECTION 2.04.040 OF THE WILDOMAR MUNICIPAL CODE TO INCREASE THE CITY COUNCIL SALARY TO \$400.00 PER MONTH

2.0 PUBLIC HEARINGS

2.1 Allocation of Community Development Block Grant (CDBG) Funds for Fiscal Year 2017-2018 Program Year

City Clerk Lee read the title.

Mayor Moore opened the public hearing.

Senior Administrative Analyst Morales presented the staff report.

SPEAKERS:

Ken Mayes, resident, stated that Cops for Kids get all the monies as it will stay local.

Bonnie Osting, Wildomar Senior Center, stated they are affiliated with Merit Housing in Orange County. The application was submitted without input from the Senior Center.

Dorkas Saaktman, Assistance League, thanked the City for the assistance in the past. They are asking for funds for Operation School Bell.

There being no further speakers, Mayor Moore closed the public hearing.

Discussion ensued regarding on how to allocate the funds.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to allocate \$10,000 to the Assistance League of Temecula Valley, and \$10,360 to Cops for Kids; and adopt a Resolution entitled:

RESOLUTION NO. 2016 - 56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR, CALIFORNIA, AUTHORIZING THE ALLOCATION OF COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FOR FISCAL YEAR 2017-2018

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

2.2 Zoning Ordinance Amendment No. 16-02 - Construction and Public Hearing Notification Signage Code Amendment

City Clerk Lee read the title.

Planning Director Bassi presented the staff report.

There being no speakers, Mayor Moore closed the public hearing.

Council discussion ensued regarding the signage.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to table the item.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

3.0 GENERAL BUSINESS

3.1 FY 2016-17 First Quarter Budget Report

City Clerk Lee read the title.

City Manager Nordquist presented the staff report.

A MOTION was made by Councilman Benoit, seconded by Councilwoman Swanson, to approve the CSO Officer and the \$25,000 from DIF and approve the FY 2016-17 First Quarter Report, and adopt a Resolution entitled:

RESOLUTION NO. 2016 - 57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WILDOMAR,
CALIFORNIA, AUTHORIZING AMENDMENTS TO THE FY 2016-17
BUDGETED REVENUES AND EXPENSES

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Mayor Pro Tem Walker, Mayor Moore

NAY: None

ABSTAIN: None

ABSENT: None

CITY MANAGER REPORT

City Clerk Lee gave an update on the election.

City Manager Nordquist presented the report.

CITY ATTORNEY REPORT

City Attorney Jex presented a Brown Act review.

FUTURE AGENDA ITEMS

*City Facebook Page

ADJOURN THE CITY COUNCIL

There being no further business, Mayor Moore declared the meeting adjourned at 8:24 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
City Clerk

Bridgette Moore
Mayor

CITY OF WILDOMAR CITY COUNCIL
Agenda Item#1.3
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Terry Rhodes, Accounting Manager
SUBJECT: Warrant and Payroll Registers

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the following:

1. Warrant Register dated 10-06-2016 in the amount of \$525.00;
2. Warrant Register dated 10-06-2016 in the amount of 299,455.26;
3. Warrant Register dated 10-06-2016 in the amount of \$7,489.11;
4. Warrant Register dated 10-13-2016 in the amount of \$79,531.21;
5. Warrant Register dated 10-13-2016 in the amount of \$1,869,187.60;
6. Warrant Register dated 10-20-2016 in the amount of \$120,667.72;
7. Warrant Register dated 10-20-2016 in the amount of \$250,763.99;
8. Warrant Register dated 10-27-2016 in the amount of \$363,789.24; &
9. Payroll Register dated 11-01-2016 in the amount of \$76,464.51.

DISCUSSION:

The City of Wildomar requires that the City Council audit payments of demands and direct the City Manager to issue checks. The Warrant and Payroll Registers are submitted for approval.

FISCAL IMPACT:

These Warrant and Payroll Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2016-17 Budget & Fiscal Year 2015-16.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Voucher List 10/06/16(3)

Voucher List 10/13/16(2)

Voucher List 10/20/16(2)

Voucher List 10/27/16(1)

Payroll Register 11/01/2016

Voucher List
City of Wildomar

10/06/2016 10:13:30AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206778	10/6/2016	000655 BIDWELL, DAN	100616		PLANNING COMMISSION MEETING 5/18/16	75.00
Total :						75.00
206779	10/6/2016	000222 LANGWORTHY, VERONICA	100616		PLANNING COMMISSION MEETING 5/18/16, 6/0	150.00
Total :						150.00
206780	10/6/2016	000879 LLOYD, JOHN	100616		PLANNING COMMISSION MEETING 5/18/16, 6/0	150.00
Total :						150.00
206781	10/6/2016	000223 SMITH, STAN	100616		PLANNING COMMISSION MEETING 5/18/16, 6/0	150.00
Total :						150.00
4 Vouchers for bank code : wf						Bank total : 525.00
4 Vouchers in this report						Total vouchers : 525.00

Voucher List
City of Wildomar

10/06/2016 10:37:38AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206782	10/6/2016	000029 APPLEONE	01-4219902		RECEPTIONIST CONTRACTUAL P/E 9/24/16	805.60	
						Total :	805.60
206783	10/6/2016	000008 AT&T MOBILITY	X09282016		8/21/16-9/20/16 COUNCIL MOBILE PHONE	114.81	
						Total :	114.81
206784	10/6/2016	000028 CALPERS	93016A		9/17/16-9/30/16 BENEFIT CONTRIBUTIONS	6,756.36	
						Total :	6,756.36
206785	10/6/2016	000028 CALPERS	83116		AUGUST 2016 CITY COUNCIL BENEFIT CONTRIB	304.50	
			93016		SEPT 2016 CITY COUNCIL BENEFIT CONTRIBUT	304.50	
						Total :	609.00
206786	10/6/2016	000367 CINTAS CORPORATION	5006188834		NON-DEPT FIRST AID & SAFETY	5.95	
						Total :	5.95
206787	10/6/2016	000022 EDISON	92116		7/29/16-9/16/16 ZONE ELECTRIC	877.45	
			92816A		8/26/16-9/27/16 ELECTRIC - BASEBALL FIEL	42.79	
			92816B		8/26/16-9/27/16 ELECTRIC - 21400 PALOMAR	145.69	
						Total :	1,065.93
206788	10/6/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	8215362		8/08/16-9/08/16 WATER ZONE 52 LOC 1	100.61	
			8215363		8/08/16-9/08/16 WATER ZONE 29 LOC 02	43.99	
			8215364		8/08/16-9/08/16 WATER ZONE 71 LOC 01	237.65	
			8215365		8/08/16-9/08/16 WATER MARNIA OBRIEN	2,117.40	
			8219250		8/11/16-9/09/16 WATER ZONE 3 LOC 7 M1	103.87	
			8219251		8/11/16-9/09/16 WATER HERITAGE PARK (AUT	195.74	
			8223204		8/12/16-9/12/16 WATER ZONE 3 LOC 25 M1	422.30	
			8223205		8/12/16-9/12/16 WATER ZONE 3 LOC 25 M2	762.50	

Voucher List
City of Wildomar

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206788	10/6/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER	(Continued) 8223206		8/12/16-9/12/16 WATER ZONE 3 LOC 24 M1	554.93
						Total :
206789	10/6/2016	000973 FOLMAR, FELICIA D	8		9/24/16-10/07/16 ACCOUNTING CONTRACTUAL	2,400.00
						Total :
206790	10/6/2016	000072 INTERWEST CONSULTING GROUP	29193		AUGUST 2016 CONTRACTUAL SVC	25,225.67
						Total :
206791	10/6/2016	000793 JAMES R. RILEY, C.P.A.	100316		SEPT 2016 INTERIM FINANCE DIRECTOR SVC	5,587.50
						Total :
206792	10/6/2016	000304 JOE A. GONSALVES & SON	155152		OCT 2016 CONTRACTUAL LEGISLATIVE ADVOCAC	3,000.00
						Total :
206793	10/6/2016	000222 LANGWORTHY, VERONICA	100616A		PLANNING COMMISSION MEETING 7/6/16	75.00
						Total :
206794	10/6/2016	000879 LLOYD, JOHN	100616A		PLANNING COMMISSION MEETING 7/6/16, 8/03	150.00
						Total :
206795	10/6/2016	000042 PV MAINTENANCE, INC.	005-186		SEPT 2016 CITYWIDE MAINTENANCE CONTRACTU	48,475.53
						Total :
206796	10/6/2016	000186 RIGHTWAY	150292		9/22/16-10/19/16 WINDSONG PARK	174.10
						Total :
206797	10/6/2016	000283 RIVERSIDE COUNTY CLERK	100416		FILING FEE - NOE ZOA 16-02	50.00
						Total :
206798	10/6/2016	000047 RIVERSIDE COUNTY, SHERIFF'S DEPAR	SH0000029114		AUGUST 2016 CONTRACT LAW ENFORCEMENT	195,761.22
						Total :

Voucher List
City of Wildomar

10/06/2016 10:37:38AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206799	10/6/2016	000223 SMITH, STAN	100616A		PLANNING COMMISSION MEETING 7/06/16, 8/0	150.00	
						Total :	150.00
206800	10/6/2016	000790 SPARKLETTS	92416		DRINKING WATER FOR CITY HALL THROUGH 9/2	47.60	
						Total :	47.60
206801	10/6/2016	000170 STANDARD CHAIR OF GARDNER	INV248821		CHAIR	427.00	
						Total :	427.00
206802	10/6/2016	000919 STANTON, SHERRI	10/7/2016		9/24/16-10/07/16 ACCOUNTING CONTRACTUAL	3,600.00	
						Total :	3,600.00
206803	10/6/2016	000995 STRONG, KIM	100616		PLANNING COMMISSION MEETING 7/06/16, 8/0	150.00	
						Total :	150.00
206804	10/6/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 3C	102239474		ICMA-RC REMITTANCE	210.00	
						Total :	210.00
206805	10/6/2016	000996 YORK, SIDNEY	100616		PLANNING COMMISSION MEETING 8/03/16	75.00	
						Total :	75.00
24 Vouchers for bank code : wf						Bank total :	299,455.26
24 Vouchers in this report						Total vouchers :	299,455.26

Voucher List
City of Wildomar

10/06/2016 12:23:53PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206806	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN	53250173	BLDG & SAFETY ONLINE PAYMENT PROCESSING	59.95
			62		COMMUNITY RESOURCE SUMMIT 8/29/16	94.54
			63		CITY COUNCIL MEETING	91.08
			83016		STORAGE UNIT RENTAL	948.63
			858322778		BLDG & SAFETY / CODE ENFORCEMENT DEPT SU	263.23
			8585028770		DEPARTMENTAL & OFFICE SUPPLIES	595.45
			861396412		DEPT & OFFICE SUPPLIES	842.77
			90116		CANCELLATION CREDIT - CITY COUNCIL LEAGU	-450.00
			90316		PRIME MEMBERSHIP	106.92
			91116		CONCERT IN THE PARK 9/10/16	51.40
			91416		CITY COUNCIL MEETING	17.49
			91416		CITY COUNCIL MEETING	51.00
			91516		CITY STAFF EVENT 9/15/16	45.46
			91516		MOVIE IN THE PARK 9/24/16 ENV. HEALTH	427.91
					Total :	3,145.83
206807	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN	82616	STORAGE ROOM SUPPLIES	1,202.04
			90716		OFFICE SUPPLIES - MARNA OBRIEN PARK	21.54
			91616		NON-DEPT OFFICE SUPPLIES	52.80
			91916		DEPT SUPPLIES - MARNA OBRIEN PARK	17.33
			92116DT		ADMIN FEE	7.88
					Total :	1,301.59
206808	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN	110	NON-DEPT DEPT SUPPLIES	72.00
			271419		CITY COUNCIL OFFICE SUPPLIES	91.27
			60493344		CERTIFIED COPY - CEMETERY DISTRICT	14.50
			862762992		HR AND NON-DEPT SUPPLIES	311.88
			862763183		NON-DEPT DEPT SUPPLIES	68.33
			8638204		CITY COUNCIL DEPT SUPPLIES	104.95
			W5529219		NON-DEPT DEPT SUPPLIES	785.13

Voucher List
City of Wildomar

10/06/2016 12:23:53PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206808	10/6/2016	000006	000006 WELLS FARGO PAYMENT REMITTANCE, (Continued)			Total : 1,448.06
206809	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` 100257		APA MEMBERSHIP - PLANNING DIRECTOR	485.00
			100262		APA MEMBERSHIP - ASST. PLANNER	350.00
			699792		MEETING WITH CITY ATTORNEY	23.08
					Total :	858.08
206810	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` 123194717		PARKS WEBSITE ANNUAL FEE	299.00
			445702		FY 16/17 PLANNING MEETING	31.18
			91216		STAFF EVENT 9/15/16	259.99
					Total :	590.17
206811	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` 678174		GAS - LAWN EQUIPMENT	51.00
			9101844		GAS - LAWN EQUIPMENT	53.00
					Total :	104.00
206812	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` 82416		CSMFO MEETING 9/15/16	30.00
			92116		ADMIN FEE	3.38
					Total :	33.38
206813	10/6/2016	000006	WELLS FARGO PAYMENT REMITTANCE, CEN` 2		PARKING AT COUNTY ADMIN BLDG	8.00
					Total :	8.00
8 Vouchers for bank code : wf						Bank total : 7,489.11
8 Vouchers in this report						Total vouchers : 7,489.11

Voucher List
City of Wildomar

10/13/2016 11:59:46AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206817	10/13/2016	000564 WASTE MANAGEMENT	101016		JUNE 2016 ACCRUAL DELQ. TRASH TAX ROLL L	79,531.21

Total : 79,531.21

1 Vouchers for bank code : wf

Bank total : 79,531.21

1 Vouchers in this report

Total vouchers : 79,531.21

Voucher List
City of Wildomar

10/13/2016 12:24:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206818	10/13/2016	000007 ANIMAL FRIENDS OF THE VALLEY,, INC.	AUG.2016		AUGUST 2016 ANIMAL CONTROL SERVICE	5,600.00
Total :						5,600.00
206819	10/13/2016	000029 APPLEONE	01-4230800		RECEPTIONIST CONTRACTUAL P/E 10/1/16	805.60
Total :						805.60
206820	10/13/2016	000600 APPLIED PLANNING INC	016-0282		AUGUST 2016 BUNDY CANYON LUXURY APT PROJ	12,965.00
Total :						12,965.00
206821	10/13/2016	001002 ARCHITERRA DESIGN GROUP	22114		7/24/16-9/24/16 PLAN CHECK & REIMBURSABL	960.34
Total :						960.34
206822	10/13/2016	000554 AT & T	92816		TELEPHONE LONG DISTANCE P/E 9/28/16	38.42
Total :						38.42
206823	10/13/2016	000785 CORELOGIC SOLUTIONS, LLC	81728771		SEPT 2016 CODE ENFORCEMENT SOFTWARE	174.00
Total :						174.00
206824	10/13/2016	000011 CR&R INC.	290892		9/27/16 DUMP (2) 40 YD BOX & DISPOSAL FE	538.48
			290924		10/1/16 4 YD BOX - BASEBALL FIELD	147.03
Total :						685.51
206825	10/13/2016	000022 EDISON	100416A		9/1/16-10/1/16 ELECTRIC CSA 103 PALOMAR	37.92
			100416B		9/1/16-10/1/16 ELECTRIC CITY LAMPS	86.35
			100616A		9/1/16-10/1/16 ELECTRIC WILDOMAR CITY LA	26.55
			100616B		9/1/16-10/1/16 ELECTRIC WILDOMAR CITY LA	186.48
			100616C		9/1/16-10/1/16 ELECTRIC WILDOMAR CITY LA	52.42
			100616D		9/1/16-10/1/16 ELECTRIC CSA22	2,819.43
			100616E		8/7/16-10/1/16 ELECTRIC CSA 103	12,577.57
			100616F		9/1/16-10/1/16 ELECTRIC CITY LAMPS	12.33

Voucher List
City of Wildomar

10/13/2016 12:24:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206825	10/13/2016	000022 EDISON	(Continued) 100716		9/1/16-10/1/16 ELECTRIC CSA 142	1,821.92
Total :						17,620.97
206826	10/13/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8226584		8/15/16 - 9/15/16 WATER ZONE 42 LOC 01 M	419.15
			8226585		8/15/16 - 9/15/16 WATER ZONE 42 LOC 03 M	148.25
			8226586		8/15/16 - 9/15/16 WATER ZONE 42 LOC 02 M	157.70
			8230012		8/18/16 - 9/16/16 WATER ZONE 3 LOC 23 M1	588.75
			8230013		8/18/16 - 9/16/16 WATER ZONE 30 LOC 2	108.88
			8230014		8/18/16 - 9/16/16 WATER ZONE 3 LOC 49 M1	83.80
			8230015		8/18/16 - 9/16/16 WATER ZONE 51 LOC 1	106.65
			8230016		8/18/16 - 9/16/16 WATER BASEBALL FIELD	732.56
			8230017		8/18/16 - 9/16/16 WATER WINDSONG PARK	485.46
			8230018		8/18/16 - 9/16/16 WATER ZONE 3 LOC 29 M1	793.89
			8230019		8/18/16 - 9/16/16 WATER ZONE 3 LOC 29 M2	142.10
			8230020		8/18/16 - 9/16/16 WATER ZONE 30 LOC 1	217.90
			8230021		8/18/16 - 9/16/16 WATER ZONE 3 LOC 42 &	391.66
			8230022		8/18/16 - 9/16/16 WATER 22450 1/2 CERVER	198.37
			8230023		8/18/16 - 9/16/16 WATER 22450 CERVERA	622.25
			8230024		8/18/16 - 9/16/16 WATER ZONE 62 - 22933	229.82
			8230025		8/18/16 - 9/16/16 WATER ZONE 67 - ARNETT	127.13
			8233387		8/19/16 - 9/19/16 WATER ZONE 3 LOC 35 M1	193.93
Total :						5,748.25
206827	10/13/2016	000941 FRONTIER	100116A 100716		10/1/16-10/31/16 TELEPHONE 10/7/16-11/7/16 TELEPHONE CHARGES	46.99 46.99

Voucher List
City of Wildomar

10/13/2016 12:24:47PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206827	10/13/2016	000941 000941 FRONTIER			(Continued)	Total : 93.98
206828	10/13/2016	000499 INLAND EMPIRE LANDSCAPE INC	9459		SEPT 2016 LANDSCAPE MAINTENANCE	7,786.12
						Total : 7,786.12
206829	10/13/2016	000072 INTERWEST CONSULTING GROUP	101016		AUGUST 2016 CONTRACTUAL SVC	186,537.41
						Total : 186,537.41
206830	10/13/2016	001003 MAMCO, INC.	101116		LATERAL C-1 STORM DRAIN CIP 0030 #1	1,202,533.09
						Total : 1,202,533.09
206831	10/13/2016	000147 MARATHON REPROGRAPHICS	104974		CIP 0023 DRAINAGE	166.32
			105240		CIP 0030 LATERAL C-1	256.48
			105263		CIP 0023 DRAINAGE	14.19
			106155		GENERAL PLAN & ZONING MAPS	456.84
						Total : 893.83
206832	10/13/2016	000018 ONTRAC	8509848		PROJECT RELATED SHIPPING COSTS	28.72
						Total : 28.72
206833	10/13/2016	000026 PROTECTION RESCUE SECURITY, SERVICES 16-266-P9			9/1/16-9/30/16 PARK SECURITY SERVICE	675.00
						Total : 675.00
206834	10/13/2016	000217 SITE CREATORS	1790		3RD QTR 2016 WEBSITE SUPPORT	1,815.00
						Total : 1,815.00
206835	10/13/2016	000215 THE PRESS-ENTERPRISE	10200377		PUBLIC NOTICE - ZOA 16-02	103.20
			10204505		PUBLIC NOTICE - MND	153.60
						Total : 256.80
206836	10/13/2016	000437 VERIZON WIRELESS	9772435973		9/23/16-10/22/16 DATA INTERNET CHARGE	158.54
			9772435974		9/23/16-10/22/16 DATA INTERNET CHARGE	76.02
						Total : 234.56
206837	10/13/2016	000131 WESTERN RIVERSIDE COUNTY, RCA	101016		MSHCP MITIGATION FEES: SEPT 2016	77,688.00
						Total : 77,688.00

Voucher List
City of Wildomar

10/13/2016 12:24:47PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>		
206838	10/13/2016	000055 WRCOG	101016		TUMF FEE SEPT 2016	346,047.00		
						Total :	346,047.00	
21 Vouchers for bank code :		wf					Bank total :	1,869,187.60
21 Vouchers in this report						Total vouchers :	1,869,187.60	

Voucher List
City of Wildomar

10/20/2016 8:38:08AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206839	10/20/2016	000415 RIVERSIDE COUNTY FLOOD CONTROL, & WA	FC0000015294		FY 15/16 SANTA MARGARITA NPDES COST SHAR	119,556.64	
Total :						119,556.64	
206840	10/20/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 307207	102245652 102245664		ICMA-RC REMITTANCE 5/05/16 ICMA-RC REMITTANCE 12/31/15	101.08 1,010.00	
Total :						1,111.08	
2 Vouchers for bank code :		wf				Bank total :	120,667.72
2 Vouchers in this report						Total vouchers :	120,667.72

Voucher List
City of Wildomar

10/20/2016 11:57:02AM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
206846	10/20/2016	000312 ADAME LANDSCAPE, INC.	67576		OCT 2016 MTHLY LANDSCAPE MAINT CSA 103/C	250.00
Total :						250.00
206847	10/20/2016	000210 ALBERT A. WEBB ASSOCIATES	164817		WILDOMAR CFD ANNEXATIONS	2,500.00
Total :						2,500.00
206848	10/20/2016	000033 AMERICAN FORENSIC NURSES	28459		DRY RUN (1)	20.00
			68368		BLOOD DRAW (1)	40.00
			68433		BLOOD DRAW (5)	200.00
			68489		BLOOD DRAW (1)	40.00
			68512		BLOOD DRAW (1)	40.00
Total :						340.00
206849	10/20/2016	000029 APPLEONE	01-4238232		RECEPTIONIST CONTRACTUAL P/E 10/8/16	805.60
Total :						805.60
206850	10/20/2016	000760 ARMADA ADMINISTRATORS	62408		NOVEMBER 2016 PREMIUM	2,747.00
Total :						2,747.00
206851	10/20/2016	000034 BIO-TOX LABORATORIES	32754		RC SHERIFF - LAB SERVICES	188.00
			32755		RC SHERIFF - LAB SERVICES	357.00
			32799		RC SHERIFF - LAB SERVICES	39.00
			32909		RC SHERIFF - LAB SERVICES	250.80
			32966		RC SHERIFF - LAB SERVICES	39.00
Total :						873.80
206852	10/20/2016	000081 CALIFORNIA BUILDING STANDARDS, COMMIS	101316		JULY 2016-SEPT 2016 CA BLDG STANDARDS AD	558.00
Total :						558.00
206853	10/20/2016	000028 CALPERS	2143		NOV 2016 MEDICAL PREMIUM	13,851.10
Total :						13,851.10
206854	10/20/2016	000028 CALPERS	101416		10/01/16-10/14/16 BENEFIT CONTRIBUTION	6,756.36
Total :						6,756.36
206855	10/20/2016	000779 CASC ENGINEERING & CONSULTING	36366		PROF SVC THROUGH 9/30/16	3,205.00

Voucher List
City of Wildomar

10/20/2016 11:57:02AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206855	10/20/2016	000779	000779 CASC ENGINEERING & CONSULTING		(Continued)	Total : 3,205.00
206856	10/20/2016	000992	CHERISHED MEMORIES PHOTOGRAPHY, INC 2335238	0000152	PHOTOGRAPHY/VIDEO CAPTURE & EDITING	15,000.00 Total : 15,000.00
206857	10/20/2016	000367	CINTAS CORPORATION	5006291112	NON-DEPT FIRST AID & SAFETY	73.53 Total : 73.53
206858	10/20/2016	000035	COUNTY OF RIVERSIDE, TLMA	TL0000012806	SEPT 2016 SLF COSTS FY 17	1,426.73 Total : 1,426.73
206859	10/20/2016	000082	DEPARTMENT OF CONSERVATION, DIVISION 101316		JULY 2016 - SEPT 2016 SMIP FEES	1,337.73 Total : 1,337.73
206860	10/20/2016	000058	DEPARTMENT OF JUSTICE	189377	JULY 2016 POLICE BLOOD ALCOHOL ANALYSIS	35.00 Total : 35.00
206861	10/20/2016	000054	DEPARTMENT OF TRANSPORTATION	SL170233	JULY 2016-SEPT 2016 SIGNALS & LIGHTING B	1,911.01 Total : 1,911.01
206862	10/20/2016	000027	DIRECT TV	39702423871	10/12/16-11/11/16 CABLE SERVICE - CITY H	115.98 Total : 115.98
206863	10/20/2016	000973	FOLMAR, FELICIA D	9	10/08/16-10/21/16 ACCOUNTING CONTRACTUAL	2,400.00 Total : 2,400.00
206864	10/20/2016	000876	GATES SOUND	16-802 16-803	0000151 A/V TECH SUPPORT FOR 6 CITY COUNCIL MEET STATE OF THE CITY 10/13/16	300.00 400.00 Total : 700.00
206865	10/20/2016	000024	GUARDIAN	101316	NOV 2016 DENTAL & VISION BENEFITS	2,823.27 Total : 2,823.27
206866	10/20/2016	000499	INLAND EMPIRE LANDSCAPE INC	9483	SEPT 2016 REPAIR/REPLACE - ZONE 3	873.71 Total : 873.71

Voucher List
City of Wildomar

10/20/2016 11:57:02AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206867	10/20/2016	000072 INTERWEST CONSULTING GROUP	29643		SEPT 2016 CONTRACTUAL SVC	176,732.51	
						Total :	176,732.51
206868	10/20/2016	001004 PECHANGA BAND OF LUISENO, MISSION IND 6939			SEPT 2016 CONTRACTUAL SERVICE	8,391.60	
						Total :	8,391.60
206869	10/20/2016	000526 PRINT POSTAL	13070		CALENDARS (1000) - ADDITIONAL 4 PAGES PE	349.00	
						Total :	349.00
206870	10/20/2016	000529 SIEMENS INDUSTRY, INC	5610029356		SEPT 2016 TRAFFIC SIGNAL MAINTENANCE	1,301.81	
			5620012481		SEPT 2016 TRAFFIC SIGNAL RESPONSE CALL O	595.25	
						Total :	1,897.06
206871	10/20/2016	000919 STANTON, SHERRI	10/21/2016		10/08/16-10/21/16 ACCOUNTING CONTRACTUAL	3,600.00	
						Total :	3,600.00
206872	10/20/2016	000749 VANTAGEPOINT TRANSFER AGENTS, 307207	102246347		ICMA-RC REMITTANCE P/E 10/20/16	1,210.00	
						Total :	1,210.00
27 Vouchers for bank code : wf						Bank total :	250,763.99
27 Vouchers in this report						Total vouchers :	250,763.99

Voucher List
City of Wildomar

10/27/2016 12:11:33PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206877	10/27/2016	000031 AFLAC, REMITTANCE PROCESSING, CENTER	366589		OCT 2016 MEDICAL INSURANCE BENEFIT	2,485.71
					Total :	2,485.71
206878	10/27/2016	000964 ALLIED MANUFACTURED HOME CONST	42516		REFUND OF UNUSED DEVELOPERS DEPOSIT	221.96
					Total :	221.96
206879	10/27/2016	000029 APPLEONE	01-4248715		RECEPTIONIST CONTRACTUAL P/E 10/15/16	805.60
					Total :	805.60
206880	10/27/2016	000008 AT&T MOBILITY	X010202016		COUNCIL MOBILE PHONE 10/13/16-11/12/16	80.91
					Total :	80.91
206881	10/27/2016	001009 BOUCH, LINDA	40416		REFUND OF UNUSED DEVELOPERS DEPOSIT	160.25
					Total :	160.25
206882	10/27/2016	000080 BURKE, WILLIAMS AND SORENSON,, LLP	205043		AUG 2016 LEGAL FEES	52,625.18
					Total :	52,625.18
206883	10/27/2016	000971 CITY OF SAN JACINTO	4986		POLICE SVC JPA FEASIBILITY STUDY #4	3,466.67
					Total :	3,466.67
206884	10/27/2016	000058 DEPARTMENT OF JUSTICE	195283		SEPT 2016 POLICE BLOOD ALCOHOL ANALYSIS	70.00
					Total :	70.00
206885	10/27/2016	000022 EDISON	101816		8/18/16-10/14/16 ELECTRIC	5,651.94
			101916		9/16/16-10/18/16 ELECTRIC WILDOMAR 31160	12.95
			102116		8/29/16-10/18/16 ELECTRIC - ZONE	900.19
					Total :	6,565.08
206886	10/27/2016	001011 FRANCO, RENE	40416		REFUND OF UNUSED DEVELOPERS DEPOSIT	849.83
					Total :	849.83

Voucher List
City of Wildomar

10/27/2016 12:11:33PM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206887	10/27/2016	000685 GREAT AMERICA FINANCIAL SERVIC	19549899		OCT 2016 - 2 CANON COPIER SYSTEMS	405.01
					Total :	405.01
206888	10/27/2016	001008 HAIRE, MARY	40516		REFUND OF UNUSED DEVELOPERS DEPOSIT	502.35
					Total :	502.35
206889	10/27/2016	000634 HEYDAY RECORDS AND EVENTS	10/19/2016		10/22/16 TRUNK OR TREAT EVENT	700.00
					Total :	700.00
206890	10/27/2016	000016 INNOVATIVE DOCUMENT SOLUTIONS	173849		9/1/16-9/30/16 CONTRACT COPIER SERVICES/	636.64
					Total :	636.64
206891	10/27/2016	000113 LEAGUE OF CALIFORNIA CITIES	1959		RIV COUNTY DIV MEETING 10/7/16 - CITY MA	25.00
					Total :	25.00
206892	10/27/2016	001007 MASSCO LIMITED PARTNERSHIP	120614		REFUND OF UNUSED DEVELOPERS DEPOSIT	362.13
			63016		REFUND OF UNUSED DEVELOPERS DEPOSIT	763.43
					Total :	1,125.56
206893	10/27/2016	001005 PEOPLEREADY INC	21507397		10/13/16 STATE OF THE CITY LABOR	511.50
					Total :	511.50
206894	10/27/2016	000185 PITNEY BOWES	100616		9/27/16 POSTAGE METER REFILL	503.50
					Total :	503.50
206895	10/27/2016	000149 RIVERSIDE COUNTY EXECUTIVE, OFFICE	101216		SCFA ANIMAL SHELTER FY 16/17 DEBT SERVIC	239,845.00
			1617-02WIL		OCT 2016 - DEC 2016 ANIMAL SHELTER SHEL	49,128.81
			2016/10-17		ANIMAL SHELTER MISC EXPENSE P/E 10/17/16	875.13
					Total :	289,848.94
206896	10/27/2016	001010 SMITH, HOWARD	72616		REFUND OF UNUSED DEVELOPERS DEPOSIT	2,070.55
					Total :	2,070.55

Voucher List
City of Wildomar

10/27/2016 12:11:33PM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
206897	10/27/2016	001006 ST FRANCES OF ROME CATHOLIC, CHURCH	91514		REFUND OF UNUSED DEVELOPERS DEPOSIT	129.00

Total : 129.00

21 Vouchers for bank code : wf

Bank total : 363,789.24

21 Vouchers in this report

Total vouchers : 363,789.24

City of Wildomar
Payroll Warrant Register
11/1/2016

<u>ACH Date</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
10/6/2016	Payroll People	09/17/2016-09/30/2016	38,325.67
10/20/2016	Payroll People	10/01/2016-10/14/2016	36,943.64
11/1/2016	Payroll People	10/1/2016-10/31/2016	1,195.20
		TOTAL	<u>76,464.51</u>

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #1.4
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Mayor and City Council Members
FROM: James Riley, Finance Director
PREPARED BY: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council approve the Treasurer's Report for September, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of September, 2016.

FISCAL IMPACT:

None.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Treasurer's Report
Daily Cash Balance

CITY OF WILDOMAR
 TREASURER'S REPORT FOR
 CASH AND INVESTMENT PORTFOLIO
September 2016

CITY CASH

ACCOUNT	INSTITUTION	BEGINNING BALANCE	+ DEPOSITS	(-) WITHDRAWALS	ENDING BALANCE	RATE
All	WELLS FARGO	\$ 5,301,675.22	\$ 3,235,148.14	\$ (1,385,316.71)	\$ 7,151,506.65	0.000%
	TOTAL	\$ 5,301,675.22	\$ 3,235,148.14	\$ (1,385,316.71)	\$ 7,151,506.65	

CITY INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
LOCAL AGENCY INVESTMENT FUND	\$ 1,556,496.72	\$ 1,556,496.72	\$ 1,556,496.72	100.00%	0	0.634%
TOTAL	\$ 1,556,496.72	\$ 1,556,496.72	\$ 1,556,496.72	100.00%		

- TOTAL CASH AND INVESTMENT \$ 8,708,003.37

CITY INVESTMENT (Continued)

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	(-) WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
LOCAL AGENCY INVESTMENT FUNDS	\$ 1,556,496.72	\$ 0.00	\$ 0.00	\$ 1,556,496.72	0.634%
TOTAL	\$ 1,556,496.72	\$ 0.00	\$ 0.00	\$ 1,556,496.72	

In compliance with the California Code Section 53646, as the Director of Finance/
 City Treasurer of the City of Wildomar, I hereby certify that sufficient investment liquidity
 and anticipated revenues are available to meet the City's expenditure
 requirements for the next six months and that all investments are in compliance
 to the City's Statement of Investment Policy.
 I also certify that this report reflects all Government Agency pooled investments
 and all City's bank balances.

James Riley

11/2/2016

James Riley
 Finance Director

Date

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.5
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Mayor and City Council Members

FROM: Gary Nordquist, City Manager

SUBJECT: City Hall Building Lease - Delegation of Signature Authority for Subordination, Non-Disturbance and Attornment Agreement

STAFF REPORT

RECOMMENDATION:

Authorize the City Manager to sign the Subordination, Non-Disturbance and Attornment Agreement and Tenant Estoppel Certificate with the new owners (Landlord) of the City Hall building, CFT NV Developments, LLC.

BACKGROUND/DISCUSSION:

On September 6, 2016, the owner of the building which leases space to the City for City Hall activities sold the building along with other structures in the shopping center to CFT NV Developments, LLC. As part of this change of ownership, certain documents are required to be processed, recognizing the new Lender, Landlord and Tenants. Approval of this staff report's recommendation will authorize the City Manager to sign these documents on behalf of the City Council as was previously done with the original owner of the building.

FISCAL IMPACTS:

None and there are no changes to the existing lease agreement.

Submitted & Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

Subordination, Non-Disturbance and Attornment Agreement Dated September 21, 2016

Citibank, N.A. (Lender)

and

City of Wildomar (Tenant)

and

CFT NV DEVELOPMENTS, LLC (Landlord)

**SUBORDINATION, NON-DISTURBANCE
AND ATTORNMENT AGREEMENT**

Dated: September 21, 2016

Location: 23873 Clinton Keith Road, Wildomar, CA

APNs: _____

County: Riverside County, California

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT (this "*Agreement*") is entered into as of September 6, 2016 (the "*Effective Date*") by and between CITIBANK, N.A., a national banking association (together with its successors and assigns, the "*Lender*"), and City of Wildomar, a Municipal Corporation (together with its permitted successors and assigns, the "*Tenant*"), with reference to the following facts:

A. CFT NV DEVELOPMENTS, LLC, whose address is 1683 Walnut Grove Ave. Rosemead, Ca 91770 (the "*Landlord*"), owns title to the real property described in Exhibit "A" attached here to (the "*Property*").

B. Lender is the current holder of a loan to Landlord (the "*Loan*").

C. The Loan is secured by, among other things, that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing in favor of Lender, to be recorded in the Official Records of Riverside County, California (as may be further amended, increased, renewed, extended, spread, consolidated, severed, restated, or otherwise changed from time to time, the "*Deed of Trust*").

D. Pursuant to that certain Lease Agreement dated as of **March 1, 2015**, (the "*Lease*"), Landlord demised to Tenant a portion of the Property consisting of approximately 11,450 square feet [1,279 sq. ft.; (Suite K-102); 3,825 sq. ft. (Suite K-105-107); 3,825 sq. ft. (Suite K-201-203); 1,317 sq. ft. (Suite K-207), 1,204 sq. ft. (Suite K-209)] as more particularly described in the Lease (the "*Leased Premises*").

E. Tenant and Lender desire to agree upon the relative priorities of their interests in the Property and their rights and obligations if certain events occur.

NOW, THEREFORE, for good and sufficient consideration, Tenant and Lender agree:

1. Definitions. The following terms shall have the following meanings for purposes of this Agreement.

a. Foreclosure Event. A "*Foreclosure Event*" means: (i) foreclosure under the Deed of Trust; (ii) any other exercise by Lender of rights and remedies (whether under the Deed of Trust or under applicable law, including bankruptcy law) as holder of the Loan and/or the Deed of Trust, as a result of which a Successor Landlord becomes owner of the Property; or (iii) delivery by Landlord to Lender (or its designee or nominee) of a deed or other conveyance of Landlord's interest in the Property in lieu of any of the foregoing.

b. Former Landlord. A “**Former Landlord**” means Landlord and any other party that was landlord under the Lease at any time before the occurrence of any attornment under this Agreement.

c. Offset Right. An “**Offset Right**” means any right or alleged right of Tenant to any offset, defense (other than one arising from actual payment and performance, which payment and performance would bind a Successor Landlord pursuant to this Agreement), claim, counterclaim, reduction, deduction, or abatement against Tenant’s payment of Rent or performance of Tenant’s other obligations under the Lease, arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

d. Rent. The “**Rent**” means any fixed rent, base rent or additional rent under the Lease.

e. Successor Landlord. A “**Successor Landlord**” means any party that becomes owner of the Property as the result of a Foreclosure Event.

f. Termination Right. A “**Termination Right**” means any right of Tenant to cancel or terminate the Lease or to claim a partial or total eviction arising (whether under the Lease or under applicable law) from Landlord’s breach or default under the Lease.

g. Other Capitalized Terms. If any capitalized term is used in this Agreement and no separate definition is contained in this Agreement, then such term shall have the same respective definition as set forth in the Lease.

2. Subordination. The Lease, as the same may hereafter be modified, amended or extended, shall be, and shall at all times remain, subject and subordinate to the terms conditions and provisions of the Deed of Trust, the lien imposed by the Deed of Trust, and all advances made under the Deed of Trust.

3. Nondisturbance, Recognition and Attornment.

a. No Exercise of Deed of Trust Remedies Against Tenant. So long as the Tenant is not in default under this Agreement or under the Lease beyond any applicable grace or cure periods (an “**Event of Default**”), Lender (i) shall not terminate or disturb Tenant’s possession of the Leased Premises under the Lease, except in accordance with the terms of the Lease and this Agreement and (ii) shall not name or join Tenant as a defendant in any exercise of Lender’s rights and remedies arising upon a default under the Deed of Trust unless applicable law requires Tenant to be made a party thereto as a condition to proceeding against Landlord or prosecuting such rights and remedies. In the latter case, Lender may join Tenant as a defendant in such action only for such purpose and not to terminate the Lease or otherwise adversely affect Tenant’s rights under the Lease or this Agreement in such action.

b. Recognition and Attornment. Upon Successor Landlord taking title to the Property (i) Successor Landlord shall be bound to Tenant under all the terms and conditions of

the Lease (except as provided in this Agreement); (ii) Tenant shall recognize and attorn to Successor Landlord as Tenant's direct landlord under the Lease as affected by this Agreement; and (iii) the Lease shall continue in full force and effect as a direct lease, in accordance with its terms (except as provided in this Agreement), between Successor Landlord and Tenant. Tenant hereby acknowledges notice that pursuant to the Deed of Trust and assignment of rents, leases and profits, Landlord has granted to the Lender an absolute, present assignment of the Lease and Rents which provides that Tenant continue making payments of Rents and other amounts owed by Tenant under the Lease to or at the direction of the Landlord and to recognize the rights of Landlord under the Lease until notified otherwise in writing by the Lender. After receipt of such notice from Lender, the Tenant shall thereafter make all such payments directly to the Lender or as the Lender may otherwise direct, without any further inquiry on the part of the Tenant. Landlord consents to the foregoing and waives any right, claim or demand which Landlord may have against Tenant by reason of such payments to Lender or as Lender directs.

c. Further Documentation. The provisions of this Article 3 shall be effective and self-operative without any need for Successor Landlord or Tenant to execute any further documents. Tenant and Successor Landlord shall, however, confirm the provisions of this Article 3 in writing upon request by either of them within ten (10) days of such request.

4. Protection of Successor Landlord. Notwithstanding anything to the contrary in the Lease or the Deed of Trust, Successor Landlord shall not be liable for or bound by any of the following matters:

a. Claims Against Former Landlord. Any Offset Right that Tenant may have against any Former Landlord relating to any event or occurrence before the date of attornment, including any claim for damages of any kind whatsoever as the result of any breach by Former Landlord that occurred before the date of attornment. The foregoing shall not limit either (i) Tenant's right to exercise against Successor Landlord any Offset Right otherwise available to Tenant because of events occurring after the date of attornment or (ii) Successor Landlord's obligation to correct any conditions that existed as of the date of attornment and violate Successor Landlord's continuing obligations as landlord under the Lease.

b. Prepayments. Any payment of Rent that Tenant may have made to Former Landlord more than thirty (30) days before the date such Rent was first due and payable under the Lease with respect to any period after the date of attornment other than, and only to the extent that, the Lease expressly required such a prepayment.

c. Payment; Security Deposit; Work. Any obligation: (i) to pay Tenant any sum(s) that any Former Landlord owed to Tenant unless such sums, if any, shall have been actually delivered to Lender by way of an assumption of escrow accounts or otherwise; (ii) with respect to any security deposited with Former Landlord, unless such security deposit was actually delivered to Lender; (iii) to commence or complete any initial construction of improvements in the Leased Premises or any expansion or rehabilitation of existing improvements thereon; (iv) to reconstruct or repair improvements following a fire, casualty or condemnation; or (v) arising from representations and warranties related to Former Landlord.

d. Modification, Amendment or Waiver. Any modification or amendment of the Lease, or any waiver of the terms of the Lease, made without Lender's prior written consent.

e. Surrender, Etc. Any consensual or negotiated surrender, cancellation, or termination of the Lease, in whole or in part, agreed upon between Landlord and Tenant, unless effected unilaterally by Tenant pursuant to the express terms of the Lease.

5. Exculpation of Successor Landlord. Notwithstanding anything to the contrary in this Agreement or the Lease, Successor Landlord's obligations and liability under the Lease shall never extend beyond Successor Landlord's (or its successors' or assigns') interest, if any, in the Leased Premises from time to time, including insurance and condemnation proceeds, security deposits, escrows, Successor Landlord's interest in the Lease, and the proceeds from any sale, lease or other disposition of the Property (or any portion thereof) by Successor Landlord (collectively, the "**Successor Landlord's Interest**"). Tenant shall look exclusively to Successor Landlord's Interest (or that of its successors and assigns) for payment or discharge of any obligations of Successor Landlord under the Lease as affected by this Agreement. If Tenant obtains any money judgment against Successor Landlord with respect to the Lease or the relationship between Successor Landlord and Tenant, then Tenant shall look solely to Successor Landlord's Interest (or that of its successors and assigns) to collect such judgment. Tenant shall not collect or attempt to collect any such judgment out of any other assets of Successor Landlord.

6. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, before exercising any Offset Right or Termination Right:

a. Notice to Lender. Tenant shall provide Lender with notice of the breach or default by Landlord giving rise to same (the "**Default Notice**") and, thereafter, the opportunity to cure such breach or default as provided for below.

b. Lender's Cure Period. After Lender receives a Default Notice, Lender shall have a period of thirty (30) days beyond the time available to Landlord under the Lease in which to cure the breach or default by Landlord. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees or undertakes otherwise in writing. In addition, as to any breach or default by Landlord the cure of which requires possession and control of the Property, provided that Lender undertakes by written notice to Tenant to exercise reasonable efforts to cure or cause to be cured by a receiver such breach or default within the period permitted by this paragraph, Lender's cure period shall continue for such additional time (the "**Extended Cure Period**") as Lender may reasonably require to either: (i) obtain possession and control of the Property with due diligence and thereafter cure the breach or default with reasonable diligence and continuity; or (ii) obtain the appointment of a receiver and give such receiver a reasonable period of time in which to cure the default.

7. Miscellaneous.

a. Notices. Any notice or request given or demand made under this Agreement by one party to the other shall be in writing, and may be given or served by hand-delivered personal service, or by depositing the same with a reliable overnight courier service or by deposit in the United States mail, postpaid, registered or certified mail, and addressed to the party to be notified, with return receipt requested or by telefax transmission, with the original machine-generated transmit confirmation report as evidence of transmission. Notice deposited in the mail in the manner hereinabove described shall be effective from and after the expiration of three (3) days after it is so deposited; provided, however, delivery by overnight courier service shall be deemed effective on the next succeeding business day after it is so deposited and notice by personal service or telefax transmission shall be deemed effective when delivered to its addressee or within two (2) hours after its transmission unless given after 3:00 p.m. on a business day, in which case it shall be deemed effective at 9:00 a.m. on the next business day. For purposes of notice, the addresses and telefax number of the parties shall, until changed as herein provided, be as follows:

i. If to the Lender, at:

Citibank, N.A.
444 S. Flower Street, 28th Floor
Los Angeles, CA 90071
Attention: Donna Park
Telecopy No.: (213) 785-6511

ii. If to the Tenant, at:

City of Wildomar
23873 Clinton Keith Road Suite 201
Wildomar, Ca 92592
Attention: Gary Nordquist. City Manager
Telecopy No.: (951) 698-1463

b. Successors and Assigns. This Agreement shall bind and benefit the parties, their successors and assigns, any Successor Landlord, and its successors and assigns. If Lender assigns the Deed of Trust, then upon delivery to Tenant of written notice thereof accompanied by the assignee's written assumption of all obligations under this Agreement, all liability of the assignor shall terminate.

c. Entire Agreement. This Agreement constitutes the entire agreement between Lender and Tenant regarding the subordination of the Lease to the Deed of Trust and the rights and obligations of Tenant and Lender as to the subject matter of this Agreement.

d. Interaction with Lease and with Deed of Trust. If this Agreement conflicts with the Lease, then this Agreement shall govern as between the parties and any Successor Landlord, including upon any attornment pursuant to this Agreement. This Agreement supersedes, and

constitutes full compliance with, any provisions in the Lease that provide for subordination of the Lease to, or for delivery of nondisturbance agreements by the holder of, the Deed of Trust.

e. Lender's Rights and Obligations. Except as expressly provided for in this Agreement, Lender shall have no obligations to Tenant with respect to the Lease. If an attornment occurs pursuant to this Agreement, then all rights and obligations of Lender under this Agreement shall terminate, without thereby affecting in any way the rights and obligations of Successor Landlord provided for in this Agreement.

f. Interpretation; Governing Law. The interpretation, validity and enforcement of this Agreement shall be governed by and construed under the internal laws of the State in which the Leased Premises are located, excluding such State's principles of conflict of laws.

g. Amendments. This Agreement may be amended, discharged or terminated, or any of its provisions waived, only by a written instrument executed by the party to be charged.

h. Due Authorization. Tenant represents to Lender that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions. Lender represents to Tenant that it has full authority to enter into this Agreement, which has been duly authorized by all necessary actions.

i. Execution. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[The balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, Lender and Tenant have caused this Agreement to be executed as of the date first above written.

LENDER:

CITIBANK, N.A., a national banking association

By: _____

Name: _____

Title: _____

TENANT:

City of Wildomar, a Municipal Corporation

By: _____

Name: Gary Nordquist

Title: City Manager

LANDLORD'S CONSENT

Landlord consents and agrees to the foregoing Agreement, which was entered into at Landlord's request. The foregoing Agreement shall not alter, waive or diminish any of Landlord's obligations under the Deed of Trust or the Lease. The above Agreement discharges any obligations of Lender under the Deed of Trust and related loan documents to enter into a nondisturbance agreement with Tenant. Landlord is not a party to the above Agreement.

LANDLORD:

CFT NV DEVELOPMENTS, LLC

By: _____

Name: _____

Title: _____

Date Executed:

EXHIBIT A

Legal Description of the Property

The land is situated in the State of California, County of Riverside and is described as follows:

PARCEL A: APN 380-240-050-4; 380-240-051-5

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006, AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE NORTH LINE OF SAID PARCEL A, SOUTH 88° 43' 42" WEST 116.90 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88° 43' 42" WEST, 428.45 FEET TO THE WESTERLY LINE OF SAID PARCEL A; THENCE LEAVING SAID NORTH LINE AND ALONG SAID WESTERLY LINE THE FOLLOWING TWELVE (12) COURSES:

- 1) SOUTH 31° 16' 18" EAST, 40.72 FEET;
- 2) SOUTH 88° 43' 42" WEST, 10.39 FEET;
- 3) SOUTH 31° 16' 18" EAST, 34.64 FEET;
- 4) SOUTH 88° 43' 42" WEST, 16.27 FEET;
- 5) SOUTH 31° 16' 18" EAST, 69.28 FEET;
- 6) SOUTH 88° 43' 42" WEST, 60.00 FEET;
- 7) SOUTH 01° 16' 18" EAST, 22.87 FEET;
- 8) SOUTH 88° 43' 42" WEST, 53.66 FEET;
- 9) SOUTH 01° 16' 18" EAST, 3.42 FEET;
- 10) SOUTH 08° 00' 45" EAST, 49.30 FEET;
- 11) SOUTH 88° 43' 42" WEST, 34.55 FEET;
- 12) SOUTH 26° 12' 18" EAST, 135.05 FEET TO THE GENERALLY SOUTHERLY LINE OF SAID PARCEL A;

THENCE LEAVING SAID WESTERLY LINE AND ALONG SAID SOUTHERLY LINE THE FOLLOWING FIVE (5) COURSES:

- 1) NORTH 64° 36' 08" EAST, 121.65 FEET;
- 2) SOUTH 25° 23' 52" EAST, 38.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 354.00 FEET;
- 3) SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 09' 48" AN ARC LENGTH OF 229.61 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET;
- 4) EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 42' 38" AN ARC LENGTH OF 57.63 FEET;
- 5) NORTH 89° 43' 41" EAST, 4.07 FEET; TO THE EASTERLY LINE OF SAID PARCEL A;

THENCE CONTINUING ALONG SAID EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01° 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID

NORTHERLY PROLONGATION NORTH 88° 43' 41" EAST 129.10 FEET; THENCE NORTH 01° 16' 18" WEST, 327.76 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS PARCEL A ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL B: APN 380-240-048-3

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 12, 13 AND 14 OF LOT LINE ADJUSTMENT NO. 4134, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, TOGETHER WITH A PORTION OF PARCEL A OF LOT LINE ADJUSTMENT NO. 4877, AS SHOWN IN DOCUMENT RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462441, OF OFFICIAL RECORDS, BOTH IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL A; THENCE ALONG THE EAST LINE OF SAID PARCEL A AND SAID PARCEL 14 SOUTH 01° 16' 18" EAST, 437.85 FEET; THENCE LEAVING SAID EAST LINE SOUTH 51° 33' 48" WEST, 52.73 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 92.50 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37° 09' 53" AN ARC LENGTH OF 60.00 FEET; THENCE SOUTH 88° 43' 41" WEST, 148.10 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL A; THENCE ALONG THE EASTERLY LINE AND ITS NORTHERLY PROLONGATION NORTH 01° 16' 18" WEST, 160.73 FEET; THENCE LEAVING SAID NORTHERLY PROLONGATION NORTH 88° 43' 41" EAST, 129.10 FEET; THENCE NORTH 01° 16' 18" WEST, 327.76 FEET TO THE NORTH LINE OF SAID PARCEL A; THENCE ALONG SAID NORTH LINE NORTH 88° 43' 42" EAST, 116.90 FEET TO THE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 5140 RECORDED MARCH 28, 2007 AS INSTRUMENT NO. 2007-0210921 OF OFFICIAL RECORDS.

PARCEL C: APN 380-240-038-4

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 10 AND 11 OF LOT LINE ADJUSTMENT NO. 4134, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 9 OF SAID LOT LINE ADJUSTMENT; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 9 SOUTH 26° 12' 18" EAST 135.05 FEET; THENCE LEAVING SAID WESTERLY LINE NORTH 64° 36' 08" EAST, 121.65 FEET; THENCE SOUTH 25° 23' 52" EAST, 38.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 354.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 45' 41" AN ARC LENGTH OF 159.16 FEET TO THE TRUE POINT OF BEGINNING, A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 38° 50' 27" WEST; THENCE CONTINUING

SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11° 24' 07" AN ARC LENGTH OF 70.45 FEET TO THE BEGINNING OF A COMPOUND CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28° 42' 38" AN ARC LENGTH OF 57.63 FEET; THENCE NORTH 88° 43' 41" EAST, 4.07 FEET TO THE EASTERLY LINE OF SAID PARCEL 11; THENCE ALONG SAID EASTERLY LINE THE FOLLOWING (2) COURSES:

- 1) SOUTH 01° 16' 18" EAST, 180.52 FEET;
- 2) SOUTH 18° 19' 02" WEST, 22.01 FEET TO THE MOST SOUTHERLY CORNER OF SAID PARCEL 11;

THENCE LEAVING SAID EASTERLY LINE AND ALONG THE SOUTHWESTERLY LINES OF SAID PARCELS 11 AND 10 NORTH 50° 27' 10" WEST, 249.99 FEET TO A POINT THAT BEARS SOUTH 39° 32' 49" WEST FROM THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID SOUTHWESTERLY LINE NORTH 39° 32' 49" EAST 121.21 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS PARCEL B ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 04877 RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462440 OF OFFICIAL RECORDS.

PARCEL D: APN 380-240-037-3

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THOSE PORTIONS OF PARCELS 9, 10 & 11 OF LOT LINE ADJUSTMENT NO. 4134, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF SAID PARCEL 9; THENCE ALONG THE WESTERLY LINE OF SAID PARCEL 9 SOUTH 26° 12' 18" EAST 135.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID WESTERLY LINE NORTH 64° 36' 08" EAST, 121.65 FEET; THENCE SOUTH 25° 23' 52" EAST, 38.71 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 354.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25° 45' 41" AN ARC LENGTH OF 159.16 FEET; THENCE SOUTH 39° 32' 49" WEST, 121.21 FEET TO THE SOUTHWESTERLY LINE OF SAID PARCEL 10; THENCE ALONG SAID SOUTHWESTERLY LINE NORTH 50° 27' 10" WEST, 106.16 FEET; THENCE ALONG THE WESTERLY LINE OF SAID PARCELS 10 AND 9 NORTH 26° 12' 18" WEST, 147.74 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS PARCEL C ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 04877 RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462440 OF OFFICIAL RECORDS.

PARCEL E: APN 380-240-027-4

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, BEING THAT PORTION OF PARCEL 8 OF LOT LINE ADJUSTMENT NO. 4134, AS SHOWN IN DOCUMENT RECORDED AUGUST 27, 1999 AS INSTRUMENT NO. 1999-385985, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID PARCEL 8; THENCE ALONG THE NORTH LINE OF SAID PARCEL 8 SOUTH 88° 43' 42" WEST, 545.35 FEET TO THE TRUE POINT OF BEGINNING; THENCE LEAVING SAID NORTH LINE SOUTH 31° 16' 18" EAST, 40.72 FEET; THENCE SOUTH 88° 43' 42" WEST, 10.39 FEET; THENCE SOUTH 31° 16' 18" EAST, 34.64 FEET; THENCE SOUTH 88° 43' 42" WEST, 16.27 FEET; THENCE SOUTH 31° 16' 18" EAST, 69.28 FEET; THENCE SOUTH 88° 43' 42" WEST, 60.00 FEET; THENCE SOUTH 01° 16' 18" EAST, 22.87 FEET; THENCE SOUTH 88° 43' 42" WEST, 53.66 FEET TO THE WESTERLY LINE OF SAID PARCEL 8; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) NORTH 01° 16' 18" WEST, 113.75 FEET;
- 2) NORTH 06° 56' 35" WEST, 34.54 FEET TO THE NORTHWEST CORNER OF SAID PARCEL 8;

THENCE LEAVING SAID WESTERLY LINE AND ALONG THE NORTH LINE OF SAID PARCEL 8 NORTH 88° 43' 42" EAST, 71.42 FEET TO THE TRUE POINT OF BEGINNING.

SAID LAND IS ALSO SHOWN AS PARCEL D ON THE CERTAIN NOTICE OF LOT LINE ADJUSTMENT NO. 04877 RECORDED JUNE 27, 2006 AS INSTRUMENT NO. 2006-0462440 OF OFFICIAL RECORDS.

PARCEL F:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THOSE PORTIONS OF PARCELS 9 THROUGH 12, AND LOTS "A" AND "Q" (OAK SPRINGS ROAD) OF "AMENDED" PARCEL MAP 22776, AS SHOWN ON MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, ALSO BEING A PORTION OF PARCELS "B", "G", AND "J" OF LOT LINE ADJUSTMENT NO. 3959 BY DOCUMENT RECORDED AUGUST 12, 1998 AS FILE NO. 337999, OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTIONS BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01° 16' 18" EAST ALONG THE EAST LINE OF SAID "AMENDED" PARCEL MAP 22776, A DISTANCE OF 1247.51 FEET; THENCE SOUTH 73° 10' 49" WEST, A DISTANCE OF 41.00 FEET FOR THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 73° 10' 49" WEST A DISTANCE OF 70.12 FEET; THENCE SOUTH 88° 43' 42" WEST A DISTANCE OF 323.86 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 20.00 FEET; THENCE WESTERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 59° 35' 58" AN ARC DISTANCE OF 20.80 FEET; THENCE NORTH 31° 40' 21" WEST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE

EAST, HAVING A RADIUS OF 170.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 30° 24' 02" AN ARC DISTANCE OF 90.20 FEET; THENCE NORTH 01° 16' 18" WEST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 214.77 FEET; THENCE NORTHERLY AND NORTHWESTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 24° 56' 00" AN ARC DISTANCE OF 93.46 FEET; THENCE NORTH 26° 12' 18" WEST TANGENT TO SAID CURVE A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 186.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 45° 42' 14" AN ARC DISTANCE OF 148.37 FEET; THENCE NORTH 19° 29' 56" EAST TANGENT TO SAID CURVE A DISTANCE OF 96.61 FEET; THENCE NORTH 26° 41' 15" EAST A DISTANCE OF 55.11 FEET; THENCE NORTH 26° 19' 34" EAST A DISTANCE OF 157.62 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1046.23 FEET, A RADIAL LINE FROM SAID POINT BEARS SOUTH 67° 29' 32" WEST; THENCE NORTHWESTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 06° 47' 57" AN ARC DISTANCE OF 128.90 FEET; THENCE NORTH 29° 18' 24" WEST TANGENT TO SAID CURVE, A DISTANCE OF 46.69 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 40.00 FEET; THENCE NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 46° 14' 42" AN ARC DISTANCE OF 32.29 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF CLINTON KEITH ROAD, 55.00 FEET HALF WIDTH AS SHOWN ON SAID "AMENDED" PARCEL MAP 22776, SAID POINT BEING A POINT OF CUSP WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1745.00 FEET THE RADIAL LINE FROM SAID POINT BEARS SOUTH 27° 57' 03" EAST, A RADIAL LINE FROM SAID POINT HAVING A RADIUS OF 40.00 FEET BEARS SOUTH 73° 03' 43" EAST; THENCE SOUTHWESTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE AND ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 03° 27' 09" AN ARC DISTANCE OF 105.15 FEET TO A POINT OF CUSP, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 31° 24' 12" EAST; THENCE SOUTH 76° 31' 48" EAST, A DISTANCE OF 33.84 FEET; THENCE SOUTH 29° 18' 24" EAST, A DISTANCE OF 51.94 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1018.23 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 05° 07' 57" AN ARC DISTANCE OF 91.21 FEET TO THE BEGINNING OF A COMPOUND CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 75.00 FEET, THE RADIAL LINE FROM SAID POINT BEARS SOUTH 65° 49' 33" WEST; THENCE SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 50° 30' 01" AN ARC DISTANCE OF 66.10 FEET; THENCE SOUTH 26° 19' 34" WEST TANGENT TO SAID CURVE A DISTANCE OF 67.82 FEET; THENCE SOUTH 26° 41' 15" WEST, A DISTANCE OF 57.31 FEET; THENCE SOUTH 19° 29' 56" WEST A DISTANCE OF 99.12 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 226.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 45° 42' 14" AN ARC DISTANCE OF 180.28 FEET; THENCE SOUTH 26° 12' 18" EAST TANGENT TO SAID CURVE, A DISTANCE OF 18.88 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE WEST HAVING A RADIUS OF 174.77 FEET; THENCE SOUTHEASTERLY AND SOUTHERLY ALONG SAID CURVE, TO THE RIGHT, THROUGH A CENTRAL ANGLE OF 24° 56' 00" AN ARC DISTANCE OF 76.05 FEET; THENCE SOUTH 01° 16' 18" EAST TANGENT TO SAID CURVE, A DISTANCE OF 117.17 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 210.00 FEET; THENCE SOUTHERLY AND SOUTHEASTERLY ALONG SAID CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF 30° 24' 02" AN ARC DISTANCE OF

111.42 FEET; THENCE SOUTH 31° 40' 21" EAST TANGENT TO SAID CURVE, A DISTANCE OF 201.22 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 60.00 FEET; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE, TO THE LEFT, THROUGH A CENTRAL ANGLE OF 59° 35' 58" AN ARC DISTANCE OF 62.41 FEET; THENCE NORTH 88° 43' 42" EAST TANGENT TO SAID CURVE A DISTANCE OF 329.32 FEET; THENCE NORTH 70° 09' 32" EAST, A DISTANCE OF 95.32 FEET TO A POINT OF CUSP ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET THE RADIAL LINE FROM SAID POINT BEARS NORTH 14° 38' 01" EAST; THENCE WESTERLY, NORTHWESTERLY AND NORTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 58° 32' 48" AN ARC DISTANCE OF 41.90 FEET TO THE TRUE POINT OF BEGINNING, THE RADIAL LINE FROM SAID POINT BEARS NORTH 73° 10' 49" EAST.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCELS A THROUGH E.

PARCEL G:

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THAT PORTION OF LOT "A" (OAK SPRINGS ROAD) OF "AMENDED PARCEL MAP 22776", AS SHOWN BY MAP ON FILE IN BOOK 158 OF PARCEL MAPS AT PAGES 37 THROUGH 41, INCLUSIVE THEREOF, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LOCATED IN SECTION 1, TOWNSHIP 7 SOUTH, RANGE 4 WEST, SAN BERNARDINO MERIDIAN, SAID PORTION BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01° 16' 18" EAST ALONG THE EAST LINE OF SAID "AMENDED" PARCEL MAP 22776, A DISTANCE OF 23.51 FEET FOR THE TRUE POINT OF BEGINNING; THENCE SOUTH 80° 54' 45" WEST, A DISTANCE OF 34.96 FEET; THENCE SOUTH 06° 00' 34" EAST, A DISTANCE OF 116.66 FEET TO A POINT ON A LINE PARALLEL WITH AND DISTANCE 25.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM SAID EAST LINE OF "AMENDED" PARCEL MAP 22776; THENCE SOUTH 01° 16' 18" EAST ALONG SAID PARALLEL LINE A DISTANCE OF 1019.25 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 108.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 13° 38' 40" AN ARC DISTANCE OF 25.72 FEET; THENCE SOUTH 12° 22' 22" WEST TANGENT TO SAID CURVE, A DISTANCE OF 50.00 FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 41.00 FEET; THENCE SOUTHERLY, SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 103° 38' 40" AN ARC DISTANCE OF 74.17 FEET TO SAID EAST LINE OF "AMENDED" PARCEL MAP 22776; THENCE NORTH 01° 16' 18" WEST ALONG SAID EAST LINE, A DISTANCE OF 1265.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL THAT PORTION LYING WITHIN PARCELS A THROUGH E.

END OF LEGAL DESCRIPTION

CITY OF WILDOMAR – COUNCIL
Agenda Item #1.6
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Mayor and City Council Members
FROM: Gary Nordquist, City Manager
SUBJECT: 2016 Special Events and Recreation Program Dates Addition

STAFF REPORT

RECOMMENDATION:

Approve the addition of a Holiday Lights contest to the special events and recreation programs calendar through December, 2016.

BACKGROUND/DISCUSSION:

On January 13, 2016, the council discussed and approved the following special events through December 10, 2016.

2016 Planned Event Listing:

Date	Day	Event	Time	Where	Funding
2/20/16	Sat	Canstruction Event- Ace Hardware	TBD	Ace Parking Lot	Approved
3/19/16	Sat	Eggstravaganza	9-11am	Marna O'Brien Park	Approved
4/16/16	Sat	Ultimate BBQ Showdown	8-4pm	Marna O'Brien Park	Approved
4/30/16	Sat	Movie Night	7-10pm	Marna O'Brien Park	Approved
5/14/16	Sat	Movie Night (Animal (Gimme) Shelter ? – Snack Bar Host)	7-10 pm	Marna O'Brien Park	Approved
5/28/16, 6/4/16 or 7/2/16	Sat	Movie in the Park (VFW? – Snack Bar Host)	7-10pm	Windsong Park	Approved
6/4/2016	Sat	National Trails Day Event	TBD	Marna O'Brien Park – City Trail	Approved
6/11/2016	Sat	Bicycle Safety	9am – 2pm	Marna O'Brien Park	Approved
6/25-26/16	Sat-Sun	Camp Out in the Park	5pm-9am	Marna O'Brien Park	Approved
7/9/16 or 7/16/16	Sat	City Birthday Celebration (Car Show/Movie)	5-10pm	Marna O'Brien Park	Approved
7/23/16 or 7/30/16	Sat	Wildomar Night At the Diamond	6pm	Storm Stadium	Approved
8/6/16	Sat	Concert in the Park (Beatles Night)	6-10pm	Marna O'Brien Park	Approved

Date	Day	Event	Time	Where	Funding
8/20/16	Sat	Drive In Movie in the Park (Little League?- Snack Bar Host)	7-10pm	Little League Parking Lot	Approved
9/10/16	Sat	Concert in the Park	6-10pm	Marna O'Brien Park	Approved
9/TBD/16	Sat	Astronomy Night	6-10pm	Marna O'Brien Park	Approved
10/22/16	Sat	Trunk or Treat	6-8pm	Marna O'Brien Park	Approved
12/10/16	Sat	Breakfast with Santa	8-11am	Fire Station 61	Approved

Requested Addition

12/1/2016 thru 12/11/2016	Sun AM	Holiday Lights Contest	Judging ends 12:00 am 12/11/2016	Recognition and Awards at City Hall – City Council Meeting 6:30 pm 12-14-2016	Pending
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In addition to these City Events, staff is recommending adding the Holiday Lights contest event which had been a traditional community event until several years ago. Reviving this event would recognize the efforts of the community who have decorated their homes with consideration to the holidays and could be judged on such criteria as:

- First Impression
- Design
- Originality
- Suitability to Site
- Environmental Elements (environmental elements including recycling, energy conservation, etc.)

The City will provide an online application for easy entry to the contest. The judging of the contestants Holiday Lights will conclude at 12:00 am Sunday December 11, 2016 and recognitions and awarding of the Griswold signage will take place at the City Council meeting to be held at 6:30 p.m. on Wednesday December 14, 2016.

FISCAL IMPACTS:

Less than \$200 and existing budget appropriation will cover these events expenses.

Submitted & Approved by:
Gary Nordquist
City Manager

CITY OF WILDOMAR – CITY COUNCIL
Agenda Item #3.1
GENERAL BUSINESS
Meeting Date: November 9, 2015

TO: Mayor and City Council Members
FROM: Dan York, Assistant City Manager
SUBJECT: Street Light Acquisition Update

STAFF REPORT

RECOMMENDATION:

Staff recommends that the City Council:

- 1) Direct staff to finalize the Purchase and Sales and License Pole Agreements for City Council consideration at the January 11, 2017 City Council meeting.
- 2) Schedule a field trip to the City of Hemet to view the various lighting types.
- 3) Direct staff to finalize Street and Safety Lighting Standards.
- 4) Direct staff to submit a financing plan to acquire and retrofit the Street Lights prior to June 2018.
- 5) Direct staff to identify streetlights in existing neighborhoods that could be eliminated based on the Proposed Street and Safety Lighting Standard.

BACKGROUND:

A presentation about the WRCOG regional Street Light Conversion Program was made to the City Council on December 9, 2015. At that meeting Council provided direction to participate in the regional WRCOG program; start the SCE streetlight valuation process; establish Street and Safety Lighting Standards; and, notify new development about proposed street light standards.

Staff met with SCE on January 19, 2016 to commence the SCE streetlight valuation process. At that time SCE identified just over 1,400 street lights in the city that are eligible for acquisition. There are about 100 poles that are not eligible for acquisition. The SCE valuation estimates the acquisition cost \$1.2 million. The valuation process allows the city one year to decide to enter into a Purchase and Sales Agreement (PSA). Attachment 1 includes a draft markup of the PSA. WRCOG assisted the cities in negotiating common PSA terms. Staff recommends City Council consider executing the PSA at the January 11, 2016 City Council Meeting. Staff estimates that the closing date and the Final Bill of Sale will be 18-21 months from the effective date of the PSA.

Staff continues working with WRCOG to establish Regional Street and Safety Lighting Standards that can be adapted for the city. Sources considered and studied to develop the Standards include: Mt. Palomar Lighting Restrictions; city ordinance; local

astronomy advocate; American Association of State Highway and Traffic Officials (AASHTO) Guide; and, Illuminating Engineering Society Guide. Staff proposes a lighting standard with low ambient lighting and minimal obtrusive light. Attachment 2 includes draft Standard consistent with Palomar Area A requirements. Wildomar is in Palomar Area B with less restrictive standards. Because the City of Wildomar enjoys a dark sky and proudly hosts Astronomy Events in the park, staff proposes the stricter Area A standard. A visible representation is available at a 'test bed' demonstration of LED street lights recently installed in the City of Hemet. Attachment 3 includes a flyer, providing an opportunity to view and vote on the lights under consideration.

Acquisition and retrofit with LED technology requires the city borrow \$1.7 million. Staff is researching funding options. If the City executes the PSA, then a final decision on the funding options will need to be considered by City Council prior to June 2018. A 30 year cash flow model of costs to purchase, retrofit, maintain and finance yields a net savings to the City of \$650,000 at year 15, \$1.9 million at year 20 and \$5.8 million at year 30. SCE rates are expected to increase in future years. The amount of increase is unknown therefore the model is based on current SCE rates structure. Individual rates to homeowners is not expected to decrease in the near term because the net savings is proposed for operating reserve, debt service and refund the city's general fund where current LLMD and CSA revenues fall short of expenditures.

The final cost to acquire, maintain and cover utility costs is dependent on the final number of street lights purchased, the level of lighting standard adopted and the financing model selected. As an example, the current model does not anticipate removal of existing lights in existing neighborhoods to meet the proposed standard. If the proposed standard is applied to existing neighborhoods then fewer street lights and lower projected costs would be realized. A map of existing lights that can be eliminated in existing neighborhoods to meet the proposed standard can be brought back to Council for consideration. Staff is working on provisions in the PSA that allows an opportunity to reduce the number of lights purchased prior to Final Bill of Sale.

FISCAL IMPACTS:

The fiscal impacts are predicated on various factors however net cost savings expects to reduce general fund obligations in the long term.

Submitted by:
Dan York
Assistant City Manager

Approved by:
Gary Nordquist
City Manager

ATTACHMENTS:

1. Draft Purchase and Sales Agreement
2. Draft Street Lighting Standard
3. Flyer for Regional Streetlight Test Bed

ATTACHMENT 1

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made and entered into as of _____, ~~2015~~2016 ("Effective Date"), by and between SOUTHERN CALIFORNIA EDISON, a California corporation ("SCE"), and the City of _____, [a Municipal Corporation and Charter City] ("Buyer"). SCE and Buyer are referred to herein individually as a "Party," and together as "Parties".

RECITALS

- A. SCE currently owns _____ (_____) LS-1 electric streetlight facilities located in the City of _____, of which, _____ (_____) are to be purchased by Buyer.
- B. Buyer has expressed a desire to purchase the Facilities (defined below) from SCE, and SCE is willing to sell the Facilities to Buyer, on the terms and conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the respective covenants and agreements contained in this Agreement, SCE and Buyer each agree as follows:

1. **DEFINITIONS.** The following terms shall have the meanings ascribed to them below for purposes of this Agreement.

"**Agreement**" has the meaning given in the first paragraph.

"**Applicable Requirements**" means all laws, statutes, ordinances, rules, regulations, requirements or orders of any Governmental Authority now in force or that may later be in force, and the terms and conditions of any permit, certificate, license or other requirement.

"**Bill of Sale**" means a document setting forth the Purchase Price and ~~Severance~~Transition Costs as well as any Taxes for which Buyer is responsible with respect to the Facilities specified to be transferred to Buyer ***PHASED APPROACH: Add "in each Phase"*** (including Reconfigured Facilities ***PHASED APPROACH: Add "in the final Phase"***), which document shall be substantially in the form of **Exhibit B** attached hereto.

"**Business Day**" means a day other than Saturday, Sunday or a day on which (i) banks are legally closed for business in the State of California; or (ii) SCE is closed for business.

"**Buyer**" has the meaning given in the preamble paragraph.

"**CEQA**" has the meaning given in Section 5-25.1.

“**Claims**” has the meaning given in Section 7.1.

~~“**Commencement**” has the meaning given in Section 6.2.~~

“**Closing Date**” means the day on which the closing of the purchase and sale of the Facilities shall occur.

“**Commencement Date**” has the meaning in Section 6.1.

“**CPUC**” means the California Public Utilities Commission, or its regulatory successor, as applicable.

“**CPUC Approval**” means a final, unconditional and unappealable decision of the CPUC under Section 851 of the Public Utilities Code (including exhaustion of all administrative and judicial remedies or the running of time periods and statutes of limitation for rehearing and judicial review without rehearing or judicial review being sought) approving this Agreement and the transactions contemplated hereby on terms and conditions acceptable to SCE and Buyer, in their good faith discretion, including approval of SCE’s proposed accounting and rate making treatment of the sale in accordance with CPUC’s decisions.

“**CPUC Approval Date**” means the date on which the CPUC Approval occurs.

“**Effective Date**” has the meaning given in the preamble paragraph.

“**Environmental Requirements**” means any applicable federal, state and local statutes, regulations or ordinances now in force or that may later be in force relating to the protection of human health or safety, or regulating or relating to industrial hygiene or environmental conditions, or the protection of the environment, or pollution or contamination of the air, soil, surface water or ground water, including federal, state and local laws, requirements and regulations pertaining to reporting, licensing, permitting, investigating and remediating emissions, discharges, releases or threatened releases of such substances into air, surface water or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of such substances. Environmental Requirements include without limitation: the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.); the Hazardous Materials Transportation Act (49 U.S.C. 5101 et seq.); and the Resource Conservation and Recovery Act (42 U.S.C. 6901et seq.)

“**Excluded Taxes**” means (a) taxes (other than any sales, use, gross receipts, or any taxes in the nature of sales, use or gross receipts taxes) imposed on SCE that are capital gains taxes, minimum or alternative minimum taxes, accumulated earnings taxes, franchise taxes or taxes on or measured by gross or net income, capital or net worth of SCE; and (b) personal property taxes to the extent the

payment is addressed in Section 3.33.4(b), and is not required to be reimbursed to SCE by Buyer.

“Facilities” has the meaning given in Section 2.2 and further described in Exhibit A.

“Governmental Authority” means any federal, state, local or other governmental, regulatory or administrative agency, commission, department, board, subdivision, court, tribunal, or other governmental arbitrator, arbitral body or other authority, but excluding Buyer.

“Hazardous Substances” means any hazardous or toxic material or waste, which is or becomes regulated by Environmental Requirement. Without limiting the generality of the foregoing, Hazardous Substances includes any material or substance: (a) now or hereafter defined as a “hazardous substance,” “hazardous waste,” “hazardous material,” “extremely hazardous waste,” “restricted hazardous waste” or “toxic substance” or words of similar import under any applicable Environmental Requirements; or (b) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous, and is now or hereafter regulated as Hazardous Substance by the United States, the State of California, any local governmental authority or any political subdivision thereof, or which cause or are listed by the State of California as being known to the State of California to cause, cancer or reproductive toxicity; or (c) the presence of which poses or threatens to pose a hazard to the health or safety of persons or the environment; or (d) which contains gasoline, diesel fuel or other petroleum hydrocarbons; or (e) which contains lead-based paint or other lead contamination, polychlorinated biphenyls (“PCBs”), or asbestos or asbestos-containing materials or urea formaldehyde foam insulation; or (f) which contains radon gas; or (g) fuel or chemical storage tanks, energized electrical conductors or equipment, or natural gas transmission or distribution pipelines; and (h) other potentially hazardous substances, materials, products or conditions.

“Inventory, Planning and Inspection Activities” means the activities referenced in Section 6.2(a) and set forth in Exhibit DC to be performed by Buyer and SCE during the Inventory, Planning and Inspection Period.

“Inventory, Planning and Inspection Period” has the meaning set forth in Section 6.2(a). ”

“Land” means the real property on which the Facilities are located, together with any other real property that is encumbered by Land Rights.

“Land Rights” means the easements, leases, permits, franchise agreements or other agreements that grant SCE the right to locate the Facilities on the Land and/or permit access to the Facilities by SCE.

“**Local Service Planning Office**” means SCE’s local service planning office located _____ at _____.

*****PHASED ALTERNATIVE: Insert the following definitions:**

“**Phase**” means the ___ () periods of ___ () months each, during which the Parties will undertake certain activities as set forth in this Agreement with regard to the Facilities identified in each such Phase in **Exhibit C**. The Parties may mutually agree at any time to change the Phase Commencement Date and/or the Phase Closing Date for any or all Phases.

“**Phase Commencement Date**” means the first day of each Phase as set forth in **Exhibit C**.

~~“**Phase Completion**” means the completion of all activities for each Phase as set forth in Sections 6.2 and 6.4 of this Agreement.~~

“**Phase Closing Date**” means the last day of each Phase as set forth in **Exhibit C** on which the closing of the purchase and sale of the Facilities in such Phase shall occur. *******

“**Potential Environmental Hazards**” means electric fields, magnetic fields, electromagnetic fields, electromagnetic radiation, power frequency fields, and extremely low frequency fields, however designated, and whether emitted by electric transmission lines, other distribution equipment or otherwise.

“**Purchase Price**” has the meaning given in Section 3.1.

“**Reconfigured Facilities**” means any additional facilities the Parties identify during the Inventory, ~~Planning and~~ Inspection Period ~~of any Phase~~ which serve purposes in addition to street lighting, which the Parties agree that SCE will reconfigure to remove such other (non-street light) uses, and which will be purchased by Buyer from SCE *****PHASED APPROACH: Add “in the final Phase”*****. Buyer shall coordinate all activities relating to Reconfigured Facilities with SCE’s Local Service Planning Office.

“**SCE Parties**” means SCE, its affiliates, and each of their respective past, present and future officers, directors, partners, employees, agents, representatives, shareholders, attorneys, affiliates, parent and subsidiary corporations, divisions, insurance carriers, heirs, legal representatives, beneficiaries, executors, administrators, predecessors, transferees, successors and assigns.

“**Severance Transition Activities**” means the activities referenced in Section 6.2(a) and set forth in **Exhibit DC** to be performed by SCE and Buyer *****PHASED APPROACH: Add “during each Phase”***** (after the applicable Inventory, ~~Planning~~

and Inspection Period expires) with respect to the Facilities to be transferred from SCE to Buyer ***PHASED APPROACH: Add “in such Phase”***.

“**Severance Transition Costs**” has the meaning in Section 3-13.3.

“**Tax Claim**” has the meaning given in Section 3-33.4(e).

“**Taxes**” mean all federal, state, local or foreign income, ad valorem, gross receipts, license, payroll, employment, excise, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar), unemployment, disability, real property including assessments, special assessments, special district assessments, escape assessments, benefit assessments and maintenance assessments, fees or other charges or surcharges of any nature based on the use or ownership of real property), personal property, sales, use, documentary transfer, registration, value added, alternative and add-on minimum, estimated taxes, and all other taxes of any kind whatsoever, including all interest, penalties, fines and additions thereto, whether disputed or not, including all items for which liability arises as a transferee or successor-in-interest.

2. PURCHASE AND SALES OF FACILITIES.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, SCE agrees to sell, convey, assign, transfer and deliver to Buyer, and Buyer agrees to purchase and acquire from SCE, all of SCE’s right, title and interest in the Facilities.

2.2 Description of Facilities. The “Facilities” consist of _____ (_____) electric streetlight facilities owned by SCE and located within the Buyer’s service territory. A detailed description and listing of the Facilities to be purchased and sold is provided **Exhibit A**. The Parties believe that **Exhibit A** contains a reasonably accurate inventory and map of the LS-1 streetlight facilities owned by SCE within the Buyer’s service territory that are considered for sale.

3. PURCHASE PRICE AND OTHER COSTS.

3.1 Purchase Price. Subject to adjustment as provided in this Section 3.1, the total purchase price for all Facilities described in **Exhibit A** (“**Purchase Price**”) is _____ Dollars (\$_____).

(a) Prior to the Closing Date, the Parties shall mutually agree on the final Purchase Price, ~~Severance Costs~~ and any additional costs for any Reconfigured Facilities transferred to Buyer ***PHASED APPROACH: Add “in the final Phase”*** in accordance with Section 6.2(b).

(b) ~~If, within thirty (30) days after the Phase Closing Date for the~~Prior to the ~~***PHASED APPROACH: Add “final Phase, the Parties determine that”***]~~ Closing Date, if the number of Facilities that have been transferred to Buyer pursuant to this Agreement does not equal [insert # of Facilities the first Recital of the Agreement says are to be transferred] then, ~~within sixty (60) days after the Phase Closing Date for the final Phase,~~ the Parties will amend the Bill of Sale ~~for the final Phase~~ to increase or decrease the Purchase Price, as appropriate, using the dollar amount of SCE’s average price for each type of streetlight facility in the Buyer’s municipality (concrete poles will be valued at SCE’s average price for concrete poles, steel poles will be valued at SCE’s average price for steel poles, wood poles will be valued at SCE’s average price for wood poles, and fiberglass poles will be valued at SCE’s average price for fiberglass poles).

3.2 [NOT USED]

3.3 ~~3.2 Severance Transition Costs.~~ In addition to the Purchase Price, Buyer shall pay to SCE; thirty dollars (\$30.00) for every sellable pole to be transferred listed in the final bill of sale, which shall represent SCE’s good faith estimate of the cost of SCE’s Severance Transition Activities with respect to the Facilities, ~~which the parties agree is equal to a total amount of \$_____ (“Severance (“Transition Costs”). Buyer shall pay the Severance Costs in nine (9) equal installments, as invoiced by SCE in each Phase.~~

3.4 3.3 Taxes.

(a) Except for any Excluded Taxes for which Buyer will have no liability, Buyer shall pay all Taxes arising in connection with the sale and transfer of the Facilities, this Agreement or the transactions contemplated herein, or the receipt of the Purchase Price or other amounts hereunder, which Taxes are levied or imposed on or with respect to SCE, Buyer or all or any part of the Facilities or any use thereof on or after the ***PHASED APPROACH: Add “applicable Phase”***] Closing Date.

(b) State and local personal property Taxes relating to the Facilities for the tax year (ending June 30) will be prorated between Buyer and SCE on the following basis: SCE is to be responsible for all such Taxes for the period up to the ***PHASED APPROACH: Add “Phase”***] Closing Date for such Facilities; and Buyer is responsible for all such Taxes for the period on and after the ***PHASED APPROACH: Add “Phase”***] Closing Date ~~for such Facilities.~~ All Taxes assessed on an annual basis will be prorated on the assumption that an equal amount of Taxes applies to each day of the year, regardless of how many payments are billed or made, except that Buyer will bear all supplemental or other state and local personal property Taxes with which arise out of change in ownership of the Facilities. In addition, Buyer acknowledges that the Facilities are assessed by the California State Board of

Equalization as of January 1 of each year, and, if the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date occurs between January 1 and June 30, SCE must pay personal property taxes arising out of the ownership of the Facilities for the subsequent fiscal year. If the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date occurs between January 1 and June 30, Buyer will deposit with SCE the full amount to pay personal property taxes for the tax year beginning on July 1, in addition to the prorated amount of personal property taxes for the current tax year (ending June 30), and SCE will pay the personal property taxes for these tax years before they become delinquent; provided however, SCE may pay such taxes in installments as permitted by law. If the personal property tax amounts owing for the tax year beginning on July 1 are not available as of the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date, then the amount due from Buyer to SCE for such tax year will be estimated on the basis of the prior year's personal property taxes and such amount will be subject to adjustment after the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date. If the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date occurs between July 1 and December 31, Buyer will deposit with SCE the prorated amount of personal property taxes for the tax year in which the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date occurs and SCE will pay the personal property taxes for such tax year before they become delinquent; provided however, SCE may pay such taxes in installments as permitted by law.

(c) SCE will be entitled to any refunds or credits of Taxes relating to the Facilities that are allocable to the period prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date. Buyer will promptly notify and forward to SCE the amounts of any such refunds or credits to SCE within five (5) Business Days after receipt thereof. Buyer will be entitled to any refund or credit of Taxes relating to the Facilities that are allocable to the period on and after the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date. SCE agrees to reasonably cooperate with Buyer's efforts to obtain such refund or credit.

(d) After the [\[***PHASED APPROACH: Replace "the" with "each Phase"***\]](#) Closing Date, Buyer will notify SCE in writing, within five (5) Business Days after Buyer's receipt of any correspondence, notice or other communication from a taxing authority or any representative thereof, of any pending or threatened tax audit, or any pending or threatened judicial or administrative proceeding that involves Taxes relating to the Facilities for the period prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date, and furnish SCE with copies of all correspondence received from any taxing authority in connection with any audit or information request with respect to any such Taxes relating to the Facilities for the period prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date.

(e) Notwithstanding any provision of this Agreement to the contrary, with respect to any claim for refund, audit, examination, notice of deficiency or

assessment or any judicial or administrative proceeding that involves Taxes relating to the Facilities for the period either entirely prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date or both prior to and after the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date (collectively, "Tax Claim"), the Parties will reasonably cooperate with each other in contesting any Tax Claim, including making available original books, records, documents and information for inspection, copying and, if necessary, introduction as evidence to any such Tax Claim contest and making employees available on a mutually convenient basis to provide additional information or explanation of any material provided hereunder with respect to such Tax Claim or to testify at proceedings relating to such Tax Claim. SCE will control all proceedings taken in connection with any Tax Claim that pertains entirely to the period prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date, and SCE and Buyer will jointly control all proceedings taken in connection with any Tax Claim pertaining to the period both prior to and after the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date. Buyer has no right to settle or otherwise compromise any Tax Claim which pertains entirely to the period prior to the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date; and neither Party has the right to settle or otherwise compromise any Tax Claim which pertains to the periods both prior to and after the [\[***PHASED APPROACH: Add "Phase"***\]](#) Closing Date without the other Party's prior written consent.

(f) The obligations of the Parties pursuant to the [Section 3.33.4](#) shall survive the termination of this Agreement.

4. CONDITIONS PRECEDENT

4.1 Conditions to Buyer's Obligations. Buyer's obligation under this Agreement to purchase the Facilities is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) SCE shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement to be performed or complied with by SCE at or prior to the Commencement Date and the [\[***PHASED APPROACH: Replace "the" with "each Phase"***\]](#) Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or Governmental Authority which seeks to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain material damages or other material relief in connection with this Agreement or the transactions contemplated hereby.

4.2 Conditions to SCE's Obligations SCE's obligation under this Agreement to sell the Facilities to Buyer is subject to the fulfillment or waiver of each of the following conditions precedent:

(a) Buyer shall have performed or complied in all material respects with all covenants, agreements and conditions contained in this Agreement to be performed by Buyer at or prior to the Commencement Date and the [***PHASED APPROACH: Replace “the” with “each Phase”***] Closing Date.

(b) No suit, action or other proceeding shall be pending before any court or Governmental Authority which seeks to restrain or prohibit any of the transactions contemplated by this Agreement or to obtain material damages or other material relief in connection with this Agreement or the transactions contemplated hereby.

4.3 CPUC Approval. The obligation of each Party to consummate the purchase and the sale of the Facilities is conditioned upon obtaining CPUC Approval. If the purchase and sale must be submitted to the CPUC through a full application, SCE agrees to make reasonable efforts to draft and file an application seeking CPUC approval within ninety (90) days following the Effective Date of this Agreement. If the purchase and sale may be submitted to the CPUC through an advice letter filing, SCE agrees to draft and file an application seeking CPUC approval no later than ninety (90) days following the Effective Date of this Agreement. Buyer agrees to cooperate with SCE's efforts to obtain CPUC Approval, including by promptly reviewing and commenting on the application for CPUC Approval. Buyer acknowledges and agrees that SCE makes no representation or warranty with respect to the likelihood of obtaining CPUC Approval, and Buyer hereby waives all Claims against SCE that may arise as a result of the need for CPUC Approval or SCE's failure to obtain CPUC Approval. The application seeking CPUC Approval will request such approval within six months of the date the application is filed. SCE makes no representations as to when or in what manner the CPUC will act on the application.

4.4 Satisfaction or Waiver of Conditions Precedent. Buyer may waive in writing any of the conditions precedent set forth in Section 4.1, and SCE may waive in writing any of the conditions precedent set forth in Section 4.2. Neither Party shall have the right to waive the condition precedent set forth in Section 4.3. Subject to the foregoing, in the event that any of the conditions precedent set forth in this Section 4.1 or Section 4.2 have not been satisfied or waived on or before the Commencement Date or the [***PHASED APPROACH: Replace “the” with “any Phase”***] Closing Date (as the same may be extended), then the Party whose obligations are subject to such condition precedent shall have the right to rescind this Agreement ab initio upon written notice to the other Party, and SCE and Buyer shall thereupon return to the other Party all performances received from the other Party (except for the Severance Transition Costs actually paid), and each Party shall be released from all other obligations under this Agreement, except those which expressly survive termination.

5. CONDITION OF FACILITIES AND LAND RIGHTS

5.1 Compliance with Applicable Requirements and Governmental Approvals.

Except for CPUC Approval, Buyer is solely responsible for complying, at Buyer's sole expense, with all Applicable Requirements and obtaining all authorizations, consents, licenses, permits and approvals of Governmental Authorities and third persons in connection with the consummation of the transactions contemplated by this Agreement and with Buyer's operation of the Facilities, whether as result of the PCB content or otherwise. Without limiting the foregoing, Buyer is responsible for any costs of complying with the California Environmental Quality Act ("**CEQA**"), if and to the extent applicable to the sale and transfer of the Facilities, and satisfying, at Buyer's sole expense, any and all mitigation measures under CEQA that may apply to Buyer's acquisition or operation of the Facilities. Buyer shall promptly notify SCE of any and all mitigation measures that may affect SCE. If SCE determines in good faith that any such mitigation measures may adversely affect SCE, SCE shall have the right without liability to Buyer to terminate this Agreement upon written notice to Buyer. In the event of such termination, SCE and Buyer shall each be released from all obligations under this Agreement, except those that expressly survive termination. Buyer's obligations under this [Section 5-25.1](#) shall survive the termination of this Agreement.

5.2 Disclosure Regarding Hazardous Substances. SCE hereby discloses to Buyer that Potential Environmental Hazards and Hazardous Substances, including PCBs, may be present at, in, on, under, about, contained in, or incorporated in the Facilities. Buyer represents that it is purchasing the Facilities for Buyer's own use, and not for resale (provided that Buyer contemplates that Buyer may transfer title to the Facilities in connection with financing and/or refinancing of the Facilities). If Buyer sells the Facilities, or any part thereof, it shall disclose, in writing, to all potential Buyers, prior to the sale, that Potential Environmental Hazards and Hazardous Substances, including PCBs, may be present at, in, on, under, about, contained in, or incorporated in the Facilities, or portions thereof. Further, in the event the Facilities (or any portion thereof) are sold, conveyed or transferred in any manner to a person other than SCE, Buyer shall incorporate in the agreement effectuating such transfer, language substantially in the same form as this paragraph. Buyer's obligations under this [Section 5-35.2](#) shall survive the termination of this Agreement. Notwithstanding anything to the contrary set forth in this Agreement, SCE approval shall not be required for any conveyance of the Facilities, whether or not such conveyance is made in connection with a financing or refinancing of the Facilities or any part thereof.

5.3 Disclaimers Regarding the Facilities and the Land. BUYER ACKNOWLEDGES THAT IT IS RELYING UPON ITS OWN INDEPENDENT INVESTIGATION IN DECIDING TO PURCHASE THE FACILITIES. BUYER

EXPRESSLY DISCLAIMS RELIANCE ON ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES, EITHER EXPRESS OR IMPLIED, BY SCE, ITS OFFICERS, DIRECTORS, COUNSEL, REPRESENTATIVES OR AGENTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE FACILITIES, THE PROSPECTS (FINANCIAL AND OTHERWISE) OF THE FACILITIES, THE QUALITY OF WORKMANSHIP OF THE FACILITIES, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. SCE FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING POTENTIAL ENVIRONMENTAL HAZARDS, THE PRESENCE OF HAZARDOUS SUBSTANCES, COMPLIANCE OF THE FACILITIES OR THE LAND WHERE THE FACILITIES ARE LOCATED WITH ENVIRONMENTAL REQUIREMENTS, OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL REQUIREMENTS. NO SCHEDULE OR EXHIBIT TO THIS AGREEMENT, NOR ANY OTHER MATERIAL OR INFORMATION PROVIDED BY OR COMMUNICATIONS MADE BY SCE, WILL CAUSE OR CREATE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS: (A) ANY IMPLIED OR EXPRESS WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED OR EXPRESS WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED OR EXPRESS WARRANTY OF CONFORMITY TO MODELS OR MATERIALS.

5.4 “AS IS” SALE. THE FACILITIES ARE BEING TRANSFERRED “AS IS, WHERE IS, AND WITH ALL FAULTS” IN THEIR EXISTING CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SCE, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST SCE.

5.5 Specific Disclaimer Regarding Land Rights. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SCE IS NOT ASSIGNING OR OTHERWISE TRANSFERRING ITS RIGHT, TITLE AND INTEREST IN AND TO ANY LAND RIGHTS (OR ANY CLAIM, RIGHT OR BENEFIT ARISING UNDER OR RESULTING FROM SUCH LAND RIGHTS) IN CONNECTION WITH ITS SALE OF THE FACILITIES TO BUYER, AND BUYER ASSUMES ANY AND ALL RISKS AND LIABILITIES IN CONNECTION WITH THE ABSENCE OF ADEQUATE OR APPROPRIATE LAND RIGHTS.

5.6 Maintenance of Facilities Pending Commencement Prior to Closing. From the Effective Date until the ***PHASED APPROACH: Add “Phase”*** Closing Date, SCE will, at its expense, operate and maintain the Facilities in accordance with SCE’s rate “Schedule LS-1 LIGHTING - STREET AND HIGHWAY - UNMETERED SERVICE COMPANY-OWNED SYSTEM,” and consistent with SCE’s custom and past practices.

5.7 **New Facilities.** Until the Commencement Date, SCE may continue to install new streetlights in the ~~City of Huntington Beach~~ Buyer's jurisdiction in accordance with SCE's standard practices and tariffs and CPUC rules and regulations.

6. COMMENCEMENT AND POST-COMMENCEMENT ACTIVITIES.

6.1 **Commencement Date.** The "Commencement Date" shall be the date that is sixty (60) working days after the CPUC Approval Date. ~~The application seeking CPUC Approval will request such approval within six months of the date the application is filed. SCE makes no representations as to when or in what manner the CPUC will act on the application.~~

6.2 **The Phases.** Actions on Commencement Date. ~~***PHASED APPROACH: Add "The first Phase shall commence on the Commencement Date ("Commencement"), and each successive Phase shall follow consecutively thereafter or on such earlier date as mutually agreed by the Parties as to the Facilities identified for each Phase in Exhibit C on the Phase Commencement Date, as set forth in Exhibit C"***] On the Commencement Date~~ ~~***PHASED APPROACH: Add "and each successive Phase Commencement Date"***], the Parties shall take~~ commence the following actions ~~***PHASED APPROACH: Add "during each Phase"***] for the Facilities to be transferred to Buyer~~ ~~***PHASED APPROACH: Add "in such Phase"***]:~~

- (a) For a period not to exceed ~~four~~ four (4) months ~~***SCE estimates one month for every 2,000 poles***] following the Commencement of each Date~~ ~~***PHASED APPROACH: Add "or the commencement of the applicable Phase (each,"***] an "Inventory, Planning and Inspection Period") shall occur,~~ the Parties will perform their respective Inventory, ~~Planning and~~ Inspection Activities set forth in **Exhibit DC**, including identifying any Reconfigured Facilities. During the Inventory Inspection Period ~~***PHASED APPROACH: Add "for each Phase"***], SCE's Local Service Planning office shall provide written notice to Buyer before the expiration of the Inventory, ~~Planning and~~ Inspection Period identifying any potential Reconfigured Facilities and stating the work necessary to reconfigure such facilities for sale to Buyer and the estimated time and cost to complete the work ("Reconfigured Facilities Notice").~~
- (b) For a period of ten (10) Business Days following Buyer's receipt of the Reconfigured Facilities Notice, Buyer shall have the right to accept or reject the Reconfigured Facilities described in the Reconfigured Facilities Notice, which acceptance or rejection shall be evidenced by a written notice delivered to SCE's Local Service Planning Office.

- (c) At any time ~~prior to~~ during the Inventory Inspection Period [***PHASED APPROACH: Add “for the applicable Phase-Closing”***], each Party shall perform and complete its respective ~~Severance~~Transition Activities for all Facilities [***PHASED APPROACH: Add “in the applicable Phase”***], excepting only the Reconfigured Facilities identified in the Reconfigured Facilities Notice [***PHASED APPROACH: Add “for that Phase”***], which Reconfigured Facilities shall be ~~added to the final Phase~~invoiced for following the Closing Date. Notwithstanding the foregoing, prior to or during the ~~final Phase~~Inventory Inspection Period, each Party shall perform and complete its respective ~~Severance~~Transition Activities for any Reconfigured Facilities.
- (d) Not later than thirty (30) days prior to the [***PHASED APPROACH: Replace “the” with “each Phase”***] Closing Date, SCE shall deliver to Buyer ~~an original~~the final [***PHASED APPROACH: Replace “the final” with “a”***] Bill of Sale duly executed by SCE. The Parties agree that delivery of the Bill of Sale shall be effective upon the earlier of (i) delivery to Buyer by hand of an original Bill of Sale or (ii) Buyer’s receipt of a facsimile or other electronic transmission of the Bill of Sale. If delivery is made by facsimile or other electronic transmission, SCE shall concurrently send the original Bill of Sale to Buyer by registered or certified mail or overnight courier.
- (e) At any time prior to ~~delivery of the final Bill of Sale~~ [***PHASED APPROACH: Replace “delivery of the final Bill of Sale” with “any Phase Closing Date”***], Buyer may elect at its sole and absolute discretion to remove any of the Facilities (except for Reconfigured Facilities) [***PHASED APPROACH: Add “from any Phase”***] and deduct on a pro rata basis the value of such Facilities from the Purchase Price.
- (f) ~~By~~On the [***PHASED APPROACH: Replace “the” with “each Phase”***]Closing Date, Buyer shall pay to SCE in ~~U.S.~~US Dollars the Purchase Price, ~~Severance~~Transition Costs, and the Taxes (but not Excluded Taxes) for the Facilities to be transferred to Buyer [***PHASED APPROACH: Add “in such Phase”***].
- (g) ~~After completion of the final Phase~~Following the Closing Date, SCE’s Local Service Planning Office will invoice Buyer separately for any ~~duly accepted~~ Reconfigured Facilities.

6.3 Assumption of Liabilities. ~~On~~Beginning on the [***PHASED APPROACH: Replace “the” with “each Phase Closing Date”***] Closing Date, Buyer will assume all obligations and liabilities of any kind or nature whatsoever related to, arising from, or associated with ownership or possession of the Facilities transferred to Buyer [***PHASED APPROACH: Add “in such Phase”***].

6.4 ~~Post-Phase~~Post-Inventory Inspection Period Activities.

- (a) ~~Within ninety (90) days after~~As soon as practicable after the [**PHASED APPROACH: Replace “the” with “each Phase”**] Closing Date, but effective as of the [**PHASED APPROACH: Replace “the” with “each such Phase”**] Closing Date, SCE will formally change the charge for facilities and electricity furnished to the Facilities transferred to Buyer [**PHASED APPROACH: Add “in such Phase”**] from the Streetlight Rate Schedule LS-1 to the Streetlight Rate Schedule “LS-2 LIGHTING - STREET AND HIGHWAY CUSTOMER-OWNED INSTALLATION - UNMETERED SERVICE” Multiple Service – Rate B and provide written notice to Buyer of such change (“Notice of Rate Change”). At the next available billing period following the Notice of Rate Change, SCE shall pay to Buyer, in the form of a bill credit, an amount equal to the difference between the amount charged to Buyer for facilities and electricity under the LS-1 Schedule and the amount that would have been charged to Buyer for the same facilities and electricity under the LS-2 Schedule for the period beginning with the [**PHASED APPROACH: Add “Phase”**]Closing Date and ending on the date SCE’s billing system is adjusted to reflect the rate change [**PHASED APPROACH: Add “for such Phase”**].
- (b) Prior to the Closing Date, SCE shall provide a final map and inventory of the Facilities transferred to Buyer. [**PHASED APPROACH: Replace prior sentence with “Within ninety (90) days after each Phase Closing Date, SCE shall provide an updated map and inventory of the Facilities transferred pursuant to during such Phase to Buyer.”**]

6.5 Prohibition on Connecting Non-Conforming Load. Buyer acknowledges and agrees that Buyer’s purchase of the Facilities does not entitle Buyer to connect non-conforming load to the Facilities or supporting circuits beyond SCE’s initial point of connection. If Buyer wishes to connect such non-conforming load, Buyer agrees to comply with SCE’s applicable filed tariffs.

6.6 Closing Date. The Closing Date shall occur no later than the first working day immediately following the completion of the Inventory Inspection Period [**PHASED APPROACH: Add “for all Phases”**]. The exact Closing Date shall be determined by the mutual consent of the Parties.

7. RELEASE.

7.1 Release. Buyer, for itself, and for any future owners of all or a part of the Facilities, and each of their respective predecessors, successors, assigns, licensees, officers, directors, employees, agents, partners, shareholders, transferees, parent and subsidiary corporations, legal representatives, heirs, beneficiaries, executors and administrators hereby fully and forever releases, discharges and covenants not to sue the SCE Parties of, from or for any and all losses (including diminution in the value of the Land) and all other costs,

claims, demands, actions, suits, orders, causes of action, obligations, controversies, debts, expenses, accounts, damages (including consequential or direct damages), judgments and liabilities of whatever kind or nature (including fines and civil penalties), and by whomsoever asserted, in law, equity or otherwise, whether known or unknown, (each a “**Claim**” and, collectively, “**Claims**”) arising from or in any way connected with the Facilities, ~~including without limitation any Claims relating to SCE’s maintenance of the Facilities prior to each Phase Closing Date,~~ Claims relating to Potential Environmental Hazards, and Claims relating to the presence of PCBs or any other Hazardous Substances in the Facilities, and/or in, on or about the Land.

7.2 Waiver of Civil Code § 1542. With respect to the matters being released in Paragraph 7, and as to those matters only, Buyer does knowingly, after having first obtained the advice of its attorneys, waive all of the provisions of California Civil Code § 1542 (“Section 1542”). Section 1542 reads as follows:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

Buyer acknowledges and agrees that: (a) the releases set forth in Paragraph 7 are intended to extend to and extinguish all claims, causes of action, etc. that are encompassed within the terms of the releases, including those that are not presently known to or suspected by Buyer and (b) it may hereafter discover facts in addition to or different from those which it now believes concerning the subject matter of this Agreement, and that notwithstanding any such new or different facts, the releases contained herein will remain effective. Buyer further acknowledges and agrees that the foregoing waiver of Section 1542 is an essential and material term of this Agreement, without which said consideration would not have been given. Buyer has been advised by its legal counsel regarding this release and waiver and understands and acknowledges the significance and consequences of this release and waiver of Section 1542.

8. INDEMNITY. Buyer shall, at its sole cost and expense, indemnify, protect, defend and hold the SCE Parties harmless, to the fullest extent permitted by law, from and against any and all Claims (including the payments of damages, both actual and consequential, the payment of penalties and fines, the payment of the actual fees and expenses of experts, attorneys and others, and the payment of the cost of environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remedial work and other “response costs” under CERCLA or any other Environmental Requirements) arising from or in any way connected with: (a) any activities or failures to act in connection with this Agreement by Buyer, its employees, agents, or contractors; or (b) the ownership, possession, use or operation of the Facilities transferred to Buyer from and after the ***PHASED APPROACH: Add “Phase”*** Closing Date applicable to such Facilities; or (c) Potential Environmental

Hazards relating to the Facilities or the presence, disposal, dumping, escape, seepage, leakage, spillage, discharge, emission, pumping, emptying, injecting, leaching, pouring, release or threatened release of PCBs or any other Hazardous Substances in connection with the Facilities, to the extent such Hazardous Substances were present or affecting the Facilities and/or in, on, or about the Land as of the ***PHASED APPROACH: Add "applicable Phase"***Closing Date; or (d) the failure of the Facilities to comply with any Applicable Requirements following the ***PHASED APPROACH: Add "applicable Phase"***Closing Date; or (e) Buyer's breach of any of its obligations under this Agreement. In no event shall Buyer be required to indemnify SCE for any claims to the extent related to the gross negligence or willful misconduct of SCE. If any action or proceeding is brought against any one or more SCE Parties for any Claim against which Buyer is obligated to indemnify or provide a defense hereunder, Buyer, upon written notice from SCE, shall defend the SCE Parties. Buyer's obligation to defend includes the obligation to defend claims and participate in administrative proceedings, even if they are false or fraudulent. The indemnity, defense and other obligations of Buyer in this Section 8 shall survive the termination of this Agreement.

9. MISCELLANEOUS.

9.1 Time of Essence. Time is of the essence of this Agreement and each and every provision hereof.

9.2 Force Majeure. Except for the payment of money when due, performance by either Party hereunder shall not be deemed to be in default, or considered to be a default, where delays or defaults are due to force majeure events beyond the control of such Party, including, without limitation, war, insurrection, strikes, lockouts, riots, floods, earthquakes, fires, casualties, acts of God, acts of the public enemy, epidemics, quarantine restrictions, government imposed moratorium legislation, actions of failures to act by any regulatory authority with jurisdiction over SCE (including the CPUC), freight embargoes, lack of transportation, weather-caused delays, inability to secure necessary labor, materials or tools, delays of any contractor, subcontractor or supplier, that are not attributable to the fault of the Party claiming an extension of time. An extension of time for any such force majeure cause shall be for the period of the enforced delay and shall commence to run from the date of occurrence of the delay; provided, however, that the Party claiming the existence of the delay first provides the other party with written notice of the occurrence of the delay, within ten (10) days of the commencement of such occurrence of a force majeure event and, thereafter, takes prompt and reasonable action within its control to remedy such force majeure event.

9.3 Further Assurances. Each Party hereto agrees to execute and deliver to the other Party such further documents or instruments as may be necessary or appropriate in order to carry out the intentions of the Parties as contained in this Agreement.

- 9.4 Binding Effect; Assignment.** This Agreement shall be binding upon, and shall inure to the benefit of, the heirs, successors and assigns of the Parties hereto. Notwithstanding the foregoing, Buyer shall have no right to assign this Agreement or any of its rights or obligations under this Agreement.
- 9.5 Severability.** If any provision of this Agreement shall be unenforceable or invalid, the same shall not affect the remaining provisions of this Agreement and the provisions of this Agreement are intended to be and shall be severable.
- 9.6 Survival.** The covenants, agreements, obligations, indemnities and releases contained in Sections ~~3-33.4~~, 5, 6.3, 6.4, 6.5, 7 and 8 of this Agreement shall survive the termination of this Agreement.
- 9.7 Governing Laws.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California without reference to its conflicts of laws provisions.
- 9.8 Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 9.9 Notices.** Any notice or other communication required or permitted under this Agreement shall be in writing and shall be either personally delivered or transmitted by registered or certified mail, return receipt requested, postage prepaid, or by a nationally recognized overnight courier, such as FedEx or Airborne Express, addressed to the Parties as follows:

If to SCE:

If to Buyer:

The date of any notice or communication shall be deemed to be the date of receipt if delivered personally, or the date of the receipt or refusal of delivery if transmitted by mail or overnight courier. Any Party may change its address for notice by giving notice to the other Party in accordance with this Section ~~9.79.9~~.

- 9.10 Limitation on Liability.** Buyer expressly agrees that the obligations and liabilities of SCE under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals or representatives of SCE. SCE expressly agrees that the obligations and

liabilities of Buyer under this Agreement and any document referenced herein shall not constitute personal obligations of the officers, directors, employees, agents, affiliates, members, representatives, stockholders or other principals or representatives of Buyer. The limitations contained in this [Section 9.99.10](#) shall survive the termination of this Agreement.

9.11 Exhibits. The following Exhibits are attached hereto and incorporated by reference into this Agreement.

Exhibit A	Description of the Facilities
Exhibit B	Form of Bill of Sale
Exhibit C	Phases
[**PHASED APPROACH: Add new "Exhibit C Phases", and modify all references to current Exhibits C and D accordingly**]	
Exhibit DC	Inventory, Planning and Inspection Activities
Exhibit ED	Communications Equipment
Exhibit F	Pole Attachment License Agreement

9.12 Dispute Resolution. In the event any dispute arises concerning the enforcement and/or interpretation of this Agreement, the Parties agree to attempt initially to settle such claims or disputes in good faith between themselves. Said obligation to discuss settlement of such claims or disputes shall be initiated by written notice of such claim or dispute. Should the Parties not settle such claims or disputes within thirty (30) days of the date of mailing of such notice or within such additional time period to which the Parties agree in writing (the "Negotiation Period"), the Parties may mutually agree to submit any such claim or dispute to mediation. In such case, the Parties will select an independent mediator within thirty (30) days of the expiration of the Negotiation Period (the "Selection Period"), either by mutual agreement or, in the absence of agreement on a mediator, by requesting during the Selection Period that the American Arbitration Association in Los Angeles, California appoint a mediator. The mediation shall be commenced within thirty (30) days of the selection of a mediator by the Parties or the American Arbitration Association. Except as provided herein or by written agreement of the Parties, the mediation shall be conducted in Los Angeles pursuant to the rules of the American Arbitration Association. If the Parties are unable to settle the dispute through discussions or in mediation, each Party shall have the right to pursue all of its remedies at law or in equity. The covenants of Buyer and SCE contained in this [Section 9.139.12](#) shall survive the termination of this Agreement.

9.13 Communications Equipment. Buyer acknowledges that the Facilities have certain SCE-owned and operated radio equipment, [used for the collection and relay of data from SCE meters and the collection, relay, and communication with SCE distribution systems](#), attached to them as identified in [Exhibit ED](#) ("Communications Equipment"). [Concurrently with the Closing Date, Buyer shall grant to SCE a cost-free license to leave in place, operate, maintain,](#)

replace and remove any Communications Equipment attached to Facilities pursuant to a Pole Attachment License Agreement. [***PHASED ALTERNATIVE: Replace last sentence with “Concurrently with each Phase Closing Date, Buyer shall grant to SCE a cost-free license to leave in place, operate, maintain, replace and remove any Communications Equipment attached to Facilities included in such Phase pursuant to a Pole Attachment License Agreement.”***]

9.14 Interpretation. The language in all parts of this Agreement shall be construed according to its normal and usual meaning and not strictly for or against either SCE or Buyer. The headings of the paragraphs of this Agreement are inserted solely for convenience of reference and are not a part of and are not intended to govern, limit or aid in the construction of any terms or provisions hereof. The words “include,” “includes,” and “including” shall be deemed to be followed by the phrase “without limitation.”

9.15 Authority. Each Party represents and warrants that the execution, delivery and performance of this Agreement has been duly authorized by such Party and each person signing this Agreement on its behalf is duly and validly authorized to do so.

9.16 Prior Agreements. This Agreement and the exhibits hereto contain the entire agreement and understating of the Parties relating to the subject matter hereto and shall supersede any prior written or oral agreements or communications between the Parties pertaining to such subject matter.

IN WITNESS WHEREOF, the Parties hereto have caused this agreement to be duly executed as of the date and year first written above.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SCE:

SOUTHERN CALIFORNIA EDISON,
a California corporation

By: _____

Its: _____

BUYER:

CITY OF _____,
[a California charter city and municipal
corporation]

By: _____

Its: _____

ATTEST:

City Clerk

Exhibit A
Description of Facilities

Exhibit B
Form of Bill of Sale

BILL OF SALE

Pursuant to that certain Purchase And Sale Agreement, dated _____, 2014 (“Agreement”), by and between Southern California Edison, a California corporation (“SCE”), and the City of _____, [a Municipal Corporation and Charter City] (“Buyer”), effective as of _____, 20__ **[Insert ***PHASED APPROACH: Add “Phase”*** Closing Date]**, SCE hereby sells, assigns, transfers and delivers to Buyer all of SCE’s right, title and interest in and to the property described in Attachment A (“Facilities”), attached hereto and hereby incorporated herein by this reference. All capitalized terms not defined in this Bill of Sale shall have the meanings given them in the Agreement.

THE FACILITIES ARE BEING TRANSFERRED “AS IS, WHERE IS, AND WITH ALL FAULTS” IN THEIR EXISTING CONDITION, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND BY SCE, EXPRESS, IMPLIED OR STATUTORY, AND WITHOUT RECOURSE AGAINST SCE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SCE EXPRESSLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, AS TO THE CONDITION, VALUE OR QUALITY OF THE FACILITIES, THE PROSPECTS (FINANCIAL AND OTHERWISE) OF THE FACILITIES, THE QUALITY OF WORKMANSHIP OF THE FACILITIES, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. SCE FURTHER SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING POTENTIAL ENVIRONMENTAL HAZARDS, THE PRESENCE OF HAZARDOUS SUBSTANCES, COMPLIANCE OF THE FACILITIES OR THE LAND WHERE THE FACILITIES ARE LOCATED WITH ENVIRONMENTAL REQUIREMENTS, OR LIABILITY OR POTENTIAL LIABILITY ARISING UNDER ENVIRONMENTAL REQUIREMENTS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SCE IS NOT ASSIGNING OR OTHERWISE TRANSFERRING ITS RIGHT, TITLE AND INTEREST IN AND TO ANY LAND RIGHTS (OR ANY CLAIM, RIGHT OR BENEFIT ARISING UNDER OR RESULTING FROM SUCH LAND RIGHTS) IN CONNECTION WITH ITS SALE OF THE FACILITIES TO BUYER, AND BUYER ASSUMES ANY AND ALL RISKS AND LIABILITIES IN CONNECTION WITH THE ABSENCE OF ADEQUATE OR APPROPRIATE LAND RIGHTS.

This Bill of Sale is executed pursuant to the authorization contained in the order of the California Public Utilities Commission in its Decision No. _____, dated _____, and is subject to all the terms and conditions of the Agreement, including the provisions set forth above.

The parties represent that they are duly authorized to execute this Bill of Sale.

SOUTHERN CALIFORNIA EDISON COMPANY,
a California corporation

By: _____
(Name of Business Unit VP)
(Title of VP)

Accepted and Agreed:

BUYER:

~~(CUSTOMER NAME);~~
CITY OF _____,
[a California charter city and municipal corporation]

By: _____

Name: _____

Title: _____

***PHASED APPROACH: Add "Phase"
Exhibit C
Phases***]

Exhibit D
C Planning, Inspection and Severance Transition Activities

Section Reference	Activity	SCE Responsibility	City Responsibility
2.2	Provide Buyer with draft phase maps	X	
6.2(a)	Field validation to identify applicable LS-1 Streetlights	X	
6.2(a)	Identify/Confirm Points of Demarcation (POD)	X	
6.2(a)	Confirm every pole in the City has been accounted for	X	
6.2(a)	Confirm actual phase maps and transition timelines	X	X
6.2(a)	Communicate with the Buyer any additional relocation/reconfiguration costs (assets and operational)	X	
6.2(b)	Buyer accepts or refuses any additional relocation/reconfiguration costs (assets and operational)- please see above		X
6.2 (c)	Update the inventory (if applicable)	X	
3.1(c)	Update the Purchase Price for the Final Phase (as applicable if pole count varies by 5% or more)	X	
6.2(a)	Provide revised maps and inventory list to Buyer (if applicable)	X	
6.2(b)	Buyer signs off on updated inventory list (if applicable)		X
6.2(d)	Bill of Sale to Buyer for current Phase	X	
6.2(a)	SCE Pole tag removal	X	
6.2(a)	Buyer installs its pole tags		X
6.2(e)	Buyer payment		X
6.4(a)	Convert from LS-1 to LS-2B rate at completion of each Phase	X	
6.4(b)	Provide updated LS-2 B maps and inventory list to Buyer	X	
6.4(c)	Buyer confirms rate change has gone into effect		X
6.4(d)	Phase is complete	X	X

[*Table to be added once agreement has been negotiated***]**

Exhibit ED
Communications Equipment

Summary report:	
Litéra® Change-Pro 7.5.0.135 Document comparison done on 10/10/2016 9:25:13 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://IMANAGE/iManage/29284130/1	
Modified DMS: iw://IMANAGE/iManage/25512263/12	
Changes:	
Add	191
Delete	86
Move From	1
Move To	1
Table Insert	0
Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	279

**NO-FEE
LIGHT POLE LICENSE AGREEMENT
FOR WIRELESS ATTACHMENT
BETWEEN
THE CITY OF _____
AND
SOUTHERN CALIFORNIA EDISON**

This No-Fee Light Pole License Agreement ("Agreement") is made as of _____, 2015 ("Effective Date"), by and between the City Of _____, a Municipal Corporation ("Licensor"), and Southern California Edison Company, a California corporation ("Licensee"), individually "Party" and collectively "Parties."

Licensor herein provides Licensee a no-fee license to attach certain wireless communication equipment to light poles that are owned by Licensor and used by Licensor to provide street lighting services to customers.

The terms and conditions of this Agreement are as follows:

1. DEFINITIONS

Terms with the initial letter or letters capitalized, whether in the singular or plural, shall have the following meanings:

a. Applicable Requirement: Any law, code, regulation, ordinance, **statute or** requirement of a governmental or quasi-governmental authority, regulatory agency or any other similar authority with jurisdiction or control over access to or use of the Light Pole, an Attachment, Work on a Light Pole or operation of an Attachment...

b. Attachment: A wireless communicating device used solely in connection with SCE's distribution system utility operations together with and all of its associated ancillary equipment which are owned by Licensee and serve the purpose(s) presently served by those **fixtures** identified in Exhibit A hereto.

c. Custom Light Pole: A specialized light pole, owned and installed by Licensor and paid for by Licensee, for the purposes of accommodating Licensee's Attachment and for Licensor to provide street lighting services.

d. Equipment: All ancillary equipment owned and utilized by Licensee in connection with an Attachment, and installed on third party property.

e. Light Pole: A Licensor Light Pole or a Custom Light Pole.

f. Licensor Light Pole: A standard light pole owned by Licensor used to provide street lighting services.

g. Work: Any work performed by Licensee relating to an Attachment, including the installation, repair, removal or replacement of the Attachment or Equipment.

2. TERM

The initial term of this Agreement shall be ten (10) years, with automatic renewal terms of ~~ten~~ ~~oneten~~ ~~(1010)~~ years each, provided, however, that either Party may terminate this Agreement by written notice to the other Party given not more than one year and not less than ninety (90) days prior to the expiration of the initial term or any succeeding term ("Termination Notice"). Upon the issuance of a Termination Notice by either Party, only Licensee's rights to install Future Attachments as described in this Agreement shall terminate, but Licensee's rights under this Agreement with regard to then-installed Attachments and Upgraded Attachments shall not terminate.

3. ATTACHMENTS

The installed Attachments are listed in Exhibit A hereto. During the term hereof, Licensee shall have the right (i) to upgrade Attachments to new technology that serves the same purpose as the Attachments listed on Exhibit A ("Upgraded Attachments"), and (ii) to install new Attachments that are not listed in Exhibit A ("Future Attachments") in accordance with Section 6 of this Agreement, so long as such Upgraded Attachments and Future Attachments serve the same purpose as the Attachments listed on Exhibit A and do not interfere in any manner with any then-existing Licensor equipment. All installations of Upgraded Attachments and Future Attachments shall *be* performed in a good and workmanlike manner and Licensee shall indemnify, defend and hold harmless Licensor, its elected officials, staff, directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising out of or pertaining to any act or failure to act by Licensee or any of Licensee's employees, agents, or contractors in relation to the Upgraded Attachments and Future Attachments.

4. LICENSEE'S ATTACHMENT RIGHTS

Licensee shall have a no-fee license to use the Attachment for wireless communications ~~connected with Licensee's electrical distribution system only~~, and to maintain, remove, repair or replace the Attachment, as described herein (collectively, the "Attachment Rights"). All costs and expenses incurred by Licensee as a result of Licensee's exercise of its Attachment rights hereunder shall be the sole responsibility of Licensee.

Comment [AK1]: Attachment's definition covers this

5. CONDITIONS AND RESTRICTIONS ON LICENSE RIGHTS

In addition to the other terms and conditions of this Agreement, Licensee's exercise of its Attachment Rights shall be subject to the following conditions and restrictions:

- a. Licensee shall operate its Attachment for wireless communication equipment ~~connected with Licensee's electrical distribution system only~~.
- b. Licensee shall be solely responsible for separately obtaining any electric utility or other services required for operation of its Attachment, if secondary power from the streetlight is inaccessible.
- c. Licensor shall not be required to modify the Light Pole to accommodate use by the Licensee.
- d. Licensor shall not install any Equipment for the Licensee, Licensee shall be solely responsible for the installation of any Equipment.

Comment [AK2]: Same comment

DOCSOC/1683916v4/022283.0540

e. Licensee's rights regarding Upgraded Attachments and/or Future Attachments shall not interfere with Licensor's municipal operations. If a new Attachment made under this Agreement interferes with Licensor's ability to use a Light Pole, then Licensor will inform the Licensee and Licensee shall remedy the interference in a reasonably prompt period of time after receiving notice of the interference from Licensor.

f. Licensor may install and may permit third parties to install new devices. However, Licensor shall not install any new devices, and Licensor shall not allow third parties to install any new devices that interfere with Licensee's Attachment. If Licensor's or a third party's installation of a new device interferes with Licensee's wireless communication, then Licensee will inform the Licensor and Licensor shall ~~immediately~~ remedy the interference in a reasonably prompt period of time after receiving notice of the interference from Licensee.

g. Prior to commencing any work or activity affecting any Light Pole, Licensee shall provide Licensor with not less than three (3) business days prior written notice.

6. ATTACHMENT

a. Licensee shall be allowed to install Future Attachments at additional locations under this Agreement upon ~~reasonable sixty (60)~~fifteen (15) days prior written notice to Licensor; provided, however, Licensor may disapprove proposed Future Attachments in the event Licensor reasonably determines the proposed Future Attachments may interfere with any municipal operations or Licensor equipment. Licensee shall provide Licensor the structure number and address or location description where the Attachment will be installed.

b. Licensee shall use commercially reasonable efforts to perform any Work in a manner which will not cause any interruption of Licensor's street-lighting services or other equipment.

c. All Work shall be performed at Licensee's sole risk and cost and shall be performed in a good and workmanlike manner and Licensee shall indemnify, defend and hold harmless Licensor, its elected officials, staff, directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising out of or pertaining to any Work, or any act or failure to act by Licensee or any of Licensee's employees, agents, or contractors in relation to the Upgraded Attachments and Future Attachments.

d. The performance of any Work shall comply with the requirements for such Work as contained in applicable industry standards, specific work requirements imposed by Licensor or a third party, or in any Applicable Requirements associated with the Work.

e. Upon written notification from Licensor or a government authority that the Attachment or any Equipment is out of compliance with any Applicable Requirement or is unsafe or hazardous, Licensee shall promptly take whatever actions are necessary to come into full compliance with such Applicable Requirements or to remedy the unsafe or hazardous condition, as the case may be. Notwithstanding any other provision of this Agreement, if at any time, in Licensor's sole judgment, an unsafe or dangerous condition exists, Licensor shall immediately notify Licensee and Licensee shall have twenty-four (24) hours from such notice to remedy the unsafe or dangerous condition. If Licensee does not remedy the unsafe or dangerous condition within such twenty-four (24) hour period, then Licensor may correct such condition and notify Licensee of such correction within three (3) business

days. If at any time, in Licensor's sole judgment, an imminent threat to human life or safety exists, Licensor may correct such condition and notify Licensee of such correction within three (3) business days. In the event Licensor is required SCE fails to correct an unsafe or dangerous condition after receiving 24-hours prior notice under this subsection, and as a result Licensor is required to correct the unsafe or dangerous condition, Licensee shall reimburse Licensor for the actual full-costs incurred by Licensor of making such correction.

1. Licensee shall not drill, burn or punch any holes in a Light Pole, without first obtaining written consent from Licensor, which consent shall not be unreasonably withheld. Licensee shall reimburse Licensor for any damage to any Licensor Light Pole in connection with the use, repair, restoration or replacement of a Light Pole by Licensee.

g. Licensee shall follow Licensor's established procedures to request Licensor to replace a Licensor Light Pole with a Custom Light Pole, and Licensee shall be solely responsible for all costs of such request and any resulting replacement.

7. REMOVAL OF AN ATTACHMENT FROM A LIGHT POLE

a. Licensee may at any time remove an Attachment from any Light Pole .

b. Nothing in this Agreement shall be construed to limit Licensor's rights, at any time, to remove a Light Pole from service or to require Licensee to remove its Attachment from a Light Pole that is being removed from service. In the event Licensor requires Licensee to remove its Attachment from a Light Pole that is being removed from service, then Licensor will notify Licensee ninety (90) days prior to the removal and use reasonable efforts to supply Licensee with an alternative Light Pole for such Attachment. Licensee shall complete removal of its Attachment within ninety (90) days of Licensor's request to do so.

c. Whenever Licensee removes an Attachment, Licensee shall restore the Light Pole to its original condition, reasonable wear and tear excepted, except where Licensor notifies Licensee that restoration is unnecessary because the Light Pole is being removed from service or Licensor agrees otherwise.

d. When a Light Pole that contains an existing Attachment is relocated or replaced by Licensor, and there is a suitable other location for a new Light Pole or an existing Light Pole which could be used by Licensee for its Attachment, then Licensor and the Licensee may agree that Licensee may so use the other location or Light Pole and amend Exhibit A to reflect the transfer of Licensee's Attachment Rights. Except in emergency situations. Licensor will notify Licensee ninety (90) days prior to relocation or replacement of Light Pole.

8. RISK OF LOSS; RESTORATION OR REPAIR OF LIGHT POLE

In the event a Light Pole is damaged or destroyed, restoration of Licensor's use of a Light Pole shall take priority over Licensee's restoration of its use; provided, however, that Licensor shall not unreasonably delay Licensee's opportunity to restore the use of its Attachment. Licensor shall permit Licensee to make repairs to restore use of the Attachment, as long as such restoration efforts do not interfere with Licensor's restoration activities. In addition, Licensee shall fully cooperate with Licensor if Licensor performs any repairs or other work on the Light Pole, which work may require a temporary shut down of Licensee's Attachment. The Licensor shall notify the Licensee at least 48 hours prior to planned repairs that will require a shut down of the Licensee's Attachment.

9. REGULATORY MATTERS

To the extent that this Agreement is subject to the jurisdiction of any regulatory authority, Licensor and Licensee acknowledge that this Agreement may be subject to such changes, modifications or termination as that regulatory authority may direct from time to time in the exercise of its jurisdiction

Comment [3]: I don't think this is necessary. Perhaps SCE can clarify.

10. INDEMNIFICATION AND LIMITATION OF LIABILITY

a. Licensee shall indemnify, defend and hold harmless Licensor, its elected officials, staff, directors, invitees, employees, agents, contractors, successors and assigns, from any and all costs, liabilities, claims and expenses, including those from death or injury to any person or from a loss or damage to any real, personal or other property, arising from any negligent act or omission by Licensee, or by any of Licensee's employees, agents, or contractors in performing this Agreement.

b. Licensee shall promptly notify Licensor of the existence of any matters to which Licensee's indemnity obligations apply. Upon demand by Licensor, Licensee shall defend any such matter at its own expense with counsel ~~selected by reasonably acceptable to Licensor in its sole and absolute discretion~~; Licensor shall at all times retain the right to fully participate in the defense and the right to consent to any settlement or compromise.

Comment [AK4]: It only applies to the extent the agreement is subject to the jurisdiction of a regulatory authority, and SCE is a regulated entity.

c. **IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING LOSS OF THE OTHER PARTY'S CUSTOMERS OR GOOD WILL, OR LOST REVENUE OR PROFITS), FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING IN ANY MANNER FROM THIS AGREEMENT OR THE PERFORMANCE OR NON PERFORMANCE OF OBLIGATIONS HEREUNDER, REGARDLESS OF THE CAUSE OR FORESEEABILITY THEREOF.**

Comment [AK5]: Language reinstated by SCE.

11. TITLE AND RISK OF LOSS

a. Licensor shall have and retain sole and exclusive ownership of all Light Poles, and Licensor's ownership shall not be affected by Licensee's Attachment to the Light Pole.

b. Except as otherwise provided for herein, Licensee shall retain its ownership of the Attachment and any Equipment at all times.

12. INSURANCE

At all times during the term of this Agreement, Licensee shall maintain and shall require its subcontractors that perform any Work pursuant to this Agreement to maintain insurance coverage as described below:

a. Worker's Compensation Insurance with statutory limits, in accordance with the laws of the State of California, and Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000). Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees.

b. Comprehensive Bodily Injury and Property Damage Liability Insurance, including owner's and contractor's protective liability, product/completed operations liability, contractual liability

and automobile liability, with a combined single limit of not less than two million dollars (\$2,000,000) for each occurrence. Such insurance shall (i) name Licensor, its officers, agents, and employees as additional insureds, but only for Licensee's acts or omissions; (ii) be primary for all purposes; and (iii) contain standard cross-liability provisions.

Written proof of compliance with the requirements of this Section, consisting of Certificates of Insurance and a copy of the Additional Insured Endorsement to Licensee's insurance policy(s), in a form acceptable to Licensor, shall be provided to and approved by Licensor prior to any Attachment or the installation of any Equipment upon an Light Pole and prior to the expiration of each policy year thereafter. The Certificates of Insurance shall provide that this insurance shall not be terminated, canceled or reduced except on thirty days' prior written notice to Licensor. Failure to provide and maintain such insurance shall constitute a default under this Agreement.

13. REMEDIES IN THE EVENT OF DEFAULT

If either Party fails to comply with a material term or condition of this Agreement, the non-breaching party shall provide written notice to the defaulting party of such non-compliance. The breaching party shall then have thirty (30) days (except in the case of health and safety issues ~~for graffiti~~, which shall require cure within forty-eight (48) hours) from receipt of such notice to reasonably cure such non-compliance. If such a cure is not completed within the thirty (30) day period (or 48 hour period as provided above), or if a cure is not possible within such period and the breaching party has not taken steps to effect such cure, then the non-breaching party may pursue its legal remedies relating to such non-compliance.

14. DISPUTE RESOLUTION

a. Except as may otherwise be set forth expressly herein, all disputes arising under this Agreement shall be resolved as set forth in this Section 14. To be eligible for resolution under this Section 14, all disputes concerning payments must be invoked within sixty (60) business days of the payment due date.

b. Licensor and Licensee shall attempt in good faith to resolve any dispute arising out of or relating to this Agreement promptly by negotiations between an authorized representative of each of the Parties. Any dispute which cannot be resolved between the authorized representative shall be referred to an officer or designee of Licensee and the City Manager of Licensor. Licensor or Licensee shall give the other Party written notice of any dispute following expiration of the applicable cure period pursuant to Section 13. Within twenty (20) days after delivery of such notice, the designated parties shall meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary to exchange information and to attempt to resolve the dispute. If the matter has not been resolved within thirty (30) days of the first meeting, the Parties will consider and decide whether the dispute should be submitted to JAMS, or its successor, for mediation.

c. All negotiations and any mediation conducted pursuant to this Section 18 shall be confidential and shall be treated as compromise and settlement negotiations, to which Section 1152.5 of the California Evidence Code shall apply, which section is incorporated in this Agreement by reference.

d. Notwithstanding the foregoing provisions, either Licensor or Licensee may seek immediate equitable relief, a preliminary injunction or other provisional judicial remedy.

e. Licensor and Licensee shall continue to perform their obligations under this Agreement pending final resolution of any dispute arising out of or relating to this Agreement.

f. If Licensor and Licensee, after good faith efforts to resolve a dispute under the terms of this Agreement (as provided in Subpart b above), cannot agree to a resolution of **the dispute**, either party may pursue whatever legal remedies may be available to such party, at law or in equity, before a court of competent jurisdiction and with venue in Riverside County, California.

15. TAXES AND LIENS

Licensee shall pay when due any and all taxes or assessment resulting from any Attachment on any Light Pole including, but not limited to, special assessments and governmental fees of any kind whatsoever which may be levied or assessed upon any personal property which Licensee has caused to be placed or maintained upon Licensor's facilities, or against Licensee's business and shall keep Licensor's property and facilities, including any Light Poles, free from all liens, including but not limited to mechanics liens, and encumbrances by reason of the use, occupancy, or maintenance of Licensor's facilities or property by Licensee or by any person claiming under Licensee. It is further agreed that in the event Licensee fails to pay the above-mentioned taxes, assessments, or liens when due, Licensor shall have the right to pay the same and invoice Licensee for the amount thereof and Licensee shall pay the same upon demand together with interest at the maximum rate allowed by law from the date of such expenditure by Licensor.

16. NOTICES

Notices hereunder must be in writing and transmitted by United States mail or by personal delivery to Licensor. Such notices shall be deemed given: (a) upon receipt in the case of personal delivery or confirmed facsimile transmittal; (b) two (2) days after it is sent by certified mail, with a return receipt requested, (c) three (3) days after deposit in the mail, or the next day in the event of overnight delivery.

If to Licensor: City of _____
[Insert address]

Attn:
Phone:
Fax:

If to Licensee: Southern California **Edison Company**
[Insert address]

Attn:
Phone:
Fax:

17. DISCLAIMER

LICENSOR MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER CONCERNING THE SUITABILITY OR CONDITION OF ANY LIGHT POLE. FURTHERMORE, IT IS SPECIFICALLY UNDERSTOOD AND HEREBY ACKNOWLEDGED BY LICENSEE THAT ANY LIGHT POLE MADE AVAILABLE HEREUNDER, TO THE MAXIMUM EXTENT PERMISSIBLE BY LAW, WILL BE PROVIDED BY LICENSOR ONLY ON AN "AS-IS" BASIS AND WITHOUT ANY WARRANTY BY LICENSOR ABOUT THE CONDITION OF THE LIGHT POLE OR ITS SUITABILITY FOR LICENSEE'S PURPOSES. FURTHER, LICENSEE'S RIGHTS HEREUNDER SHALL BE SUBORDINATE TO LICENSOR'S USE OF THE LIGHT POLE FOR STREET LIGHTING SERVICES.

18. GENERAL PROVISIONS

a. California Law. This Agreement, and performance pursuant to it, shall be governed, interpreted, construed, and regulated by the laws of the State of California, without reference to its conflicts of laws provisions.

b. Assignment. Neither Party may assign, transfer, sublease, or sublet any right, obligation, or privilege given to it hereunder without the prior written consent of the other Party. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties hereto.

c. interpretation. The language of each part of this Agreement shall be construed simply and according to its fair meaning, and shall never be construed either for or against either Party, regardless of which Party may have drafted the provision.

d. Nature of Rights. Nothing in this Agreement shall preclude Licensor from granting any third-party permission to use available capacity on a Light Pole in ways that do not interfere with the rights granted to Licensee under this Agreement.

e. Invalidity of Provisions. To the extent that any terms or provisions of this Agreement shall be finally determined by a court of competent jurisdiction to be invalid, (i) such invalidity shall not affect, release or modify any other terms or provisions, and (ii) in lieu of each such provision which is invalid, illegal or unenforceable, there shall be substituted or added as part of this Agreement a legal, valid and enforceable provision which shall be selected to be as similar as possible, in achieving the economic and business objectives of the Parties, to such illegal, invalid or unenforceable provision.

f. Waiver. The failure of either Party to enforce any provision of this Agreement or the waiver thereof in any instance, including but not limited to the right to terminate, shall not be construed as a general waiver or relinquishment on its part of any such provision but the same shall nevertheless be and remain in full force and effect.

g. Incorporation Clause. This Agreement, including attached Exhibits, incorporate all the covenants and understandings between Licensor and Licensee regarding the subject matter of this Agreement. No other verbal agreements or understandings exist between the Parties nor shall any be binding upon either Licensor or Licensee unless reduced to writing and signed by the Parties. Any

addition, variation or modification to this or any other Agreement shall be ineffective unless made in writing and signed by the Parties.

h. Radio Frequency Emission ("RFE") Compliance Licensee shall be responsible, at its sole cost and expense, for ensuring compliance with all regulations relating to RFE, Licensor will cooperate with Licensee, where possible, to allow Licensee to place required signage on a Light Pole where this is necessary to comply with RFE regulations. In addition, Licensee shall use its best efforts to minimize the RFE impact on health of workers and on future uses of the Light Pole,

i. Exhibits, Exhibits referenced herein are incorporated by said reference. Licensee shall provide any updates of Exhibit A to Licensor within thirty (30) days of Licensor's written request, delivered pursuant to Section 16 of this Agreement, but not more often than once each calendar quarter. Specifically included as exhibits to this Agreement hereto are:

Exhibit A: List of Installed Attachments

j. Confidentiality, Notwithstanding any language to the contrary in any applicable non-disclosure or confidentiality agreement between the Parties, Licensor may, without the prior consent of the Licensee, provide confidential or proprietary information related to this Agreement to a governmental or regulatory entity that requests such information. In addition, Licensee recognizes that Licensor is a public agency subject to the California Public Records Act and that disclosures may be required thereunder.

SIGNATURES

By signing below, the signatories hereto represent *and* warrant that they have been duly authorized to sign this Agreement on behalf of the Party for whom they sign.

**CITY OF _____,
a Municipal corporation**

**SOUTHERN CALIFORNIA EDISON
COMPANY, a California corporation**

By: _____
Print _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Date:

Date:

ATTACHMENT 2

STANDARD FOR NEW OR RELOCATED STREET LIGHTING

SECTION A GENERAL

1. GENERAL

- 1.1 New or relocated streetlights located within City R/W or City easements are required to utilize light emitting diode (LED) luminaires and shall be constructed per City Standards, Per Plan, and field inspected and approved prior to requesting energizing or acceptance. All wiring for street lighting shall be underground, according to (City) standards and these specifications for power to be supplied from City-owned service points from the utility.
- 1.2 All lighting shall be constructed according to these Standards and offered to the City upon completion and acceptance.
- 1.3 Lighting shall be designed and installed according to Lighting Zones per California Title 24, Part 1 Section 10-114 and these specifications. Unless directed otherwise by the City Engineer, all lighting is to be consistent with Lighting Zone 1 (LZ1) as defined in Section 10-114.
- 1.4 Lighting is to be designed and installed with consideration for the environment and for astronomy work by the Palomar Observatory **Area A standard**. All street lighting shall be fully shielded and emit no uplight. Special decorative street lights are not permitted except by special permission of the City Engineer.

2. INDUSTRY STANDARDS

- 2.1 Street lighting including luminaires, poles, mast arms, and related products, parts and materials shall comply with applicable parts of the following:
 - a. ANSI/NEMA/ANSLG C78.377-2011-Specifications for the Chromaticity of Solid-State Lighting (SSL) Products
 - b. IES LM-79-08 – Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products
 - c. IESNA LM-80-08 – Approved Method measuring Lumen Maintenance of LED chips
 - d. IEEE C62.41.2-2002-IEEE Recommended Practice on Characterization of Surges in Low-Voltage (1000 V and less) AC Power Circuits
 - e. IESNA TM-15-11 & Addendum A (replaces TM-15-07 and TM-15-07 Addendum A) – Luminaire Classification System for Outdoor Luminaires; Backlight, Uplight, and Glare (BUG) Ratings
 - f. ANSI/UL 1598 – Poles & luminaires; UL
 - g. ANSI/UL 8750: Additional requirements for LED luminaires as well as drivers and LED arrays

Test data that establishes compliance with the requirements of any of the standards listed above shall be provided upon request.

3. LISTINGS

- 3.1 LED streetlight luminaires shall be listed as follows:
- a. By a NVLAP accredited lighting laboratory according to ANSI/UL 1598 and ANSI/UL 8750.
 - b. By Design Lights Consortium (to be determined)

4. REFERENCE DOCUMENTS

- 4.1 Construction and installation shall comply with the following.
- a. Specific Project Plans and Specifications including, but not limited to, locations of specific poles and/or luminaires, underground conduits and wiring, metering provisions, control provisions, point of connection to utility provider and all other related work.
 - b. California Electric Code – As applicable by the Building Department
 - c. National Electrical Safety Code
 - d. City Standard Drawings
 - e. SCE standards for services to City-owned street lighting
 - f. Standard Specifications for Public Works Construction (Greenbook) (latest edition) – Subsections 700 and 701 and all included cross references.

5. COORDINATION

- 5.1 Obtain existing street light location information from City. Identify proposed pole locations within 100 feet (30.5 m) of any existing street lights, including but not limited to, residential street lights, arterial and collector street lights, intersection safety lights, or other pole mounted lights and modify the Specific Project Plans as required and as directed by the City.

SECTION B – LIGHTING SYSTEMS

6. LUMINAIRES

6.1 General

- a. Cobrahead style street light luminaire
- b. Diecast and/or extruded aluminum housing
- c. Able to shed internal water if any (weep holes)
- d. IP 66 minimum per IEC 60529
- e. Silver powdercoat paint
- f. Endurance tested to withstand 5,000 hours of elevated ambient salt fog conditions as defined in ASTM Standard B 117.
- g. Tool-less entry
- h. Maximum weight 46 pounds (21 kg)
- i. Flat bottom lens or optic with no light emitted above 90° relative to nadir in any plane rotated about the vertical axis.
- j. Incoming terminal block for power input suitable for #6 - #14 AWG wire.
- k. Mounts to schedule 40 2" nominal pipe size (NPS) horizontal tenon with (2) clamping bolts nom. 5/8" x 2 stainless steel.
- l. Adjustable ±5° for leveling using leveling tool provided by manufacturer

- m. Ten-year warranty on all electrical and electronic components
- h. Minimum 50,000 hours to LM_{88} (88%) lumen depreciation factor. Note: fixture manufacturer shall provide extrapolation explanation for lumen maintenance derived from In- Situ testing upon request.
- i. Permanently affixed easily-viewable nameplate inside of each luminaire housing containing the manufacturer's name, manufacturer's catalog number, date of manufacture (month and year), plant location, input power consumption, driver output current, IEC IP Rating, correlated color temperature (CCT), IES light distribution type, IESNA TM-15 BUG ratings, and serial number.
- j. City approved luminescent name plate with light source and wattage shall be permanently affixed on the exterior of the Luminaire to be visible from the ground.
- k. Wet label per UL 1598.

6.2 Electrical

- a. LED devices as required to meet required photometric performance listed below.
- b. Electronic driver
 1. Universal voltage range 120 – 277 v +/- 10%
 2. Input frequency 50/60 Hz
 3. Power factor > 90% @ full load
 4. THD < 20% @ full load
 5. Output ripple < 10%;
 6. Output isolated
 7. Case temperature rated for -40° to 60°C
 8. Fully encased and potted
 9. Overheat protection
 10. Self-limited short circuit protection overload protected
 11. Integral 10KV/5KA surge protection tested in accordance with IEEE C62.41 and ANSI standard 62.41.2
 12. Driver Life Rating not less than 100,000 hours.
- c. Provide a separate 20 KV/10KA transient protector if directed by City Engineer.
- d. ANSI C136.41 7-pin twistlock photocell socket wired for switching and dimming when used with matching photocell per EEI-NEMA standards.
- e. When specified, prewired with 40' long leads for handhole-only wiring.
- f. Quick disconnect connectors

6.3 Color Temperature Requirements

ALL LIGHTING ZONES (LZ0, LZ1, LZ2, LZ3)	Palomar Area A	Palomar Area B and C
Maximum Color Temperature		
Intersection Safety Lights	2700K	3000K
Highways, Arterials and Major Collectors	2700K	2700K
Minor Collectors and Streets	2700K	2700K
Residential Streets	PC Amber*	2700K

PC Amber has an approx. CCT of 2200K and appears similar to high pressure sodium

6.4 Typical Luminaires

<i>Application</i>	<i>BUG rating</i>	<i>Max.</i>	<i>Distribution</i>	<i>Spacing</i>
--------------------	-------------------	-------------	---------------------	----------------

		<i>Lumens</i>		
PALOMAR AREA A ONLY				
DEFAULT LIGHTING ZONE 1 (LZ1)				
Intersection Safety Lights	2-0-2	9,000	Type III	N/A
Highways, Arterials and Major Collectors	2-0-2	9,000	Type III	150' nom
Minor Collectors and Streets	1-0-1	5,000	Type II	180' nom
Residential Streets	1-0-1	1,500	Type III	Intersections only
Cul-de-sac or dead end	0-0-1	2,500	Type IV	
LIGHTING ZONE 2 (LZ2)				
Intersection Safety Lights	2-0-2	15,000	Type III	N/A
Highways, Arterials and Major Collectors	2-0-2	15,000	Type III	150' nom
Minor Collectors and Streets	2-0-2	7,500	Type II	180' nom
Residential Streets	1-0-1	2,500	Type III	Intersections and midblock*
Cul-de-sac or dead end	0-0-1	2,500	Type IV	

<i>Application</i>	<i>BUG rating</i>	<i>Max. Lumens</i>	<i>Distribution</i>	<i>Spacing</i>
PALOMAR AREA B AND C ONLY				
DEFAULT LIGHTING ZONE 1 (LZ1)				
Intersection Safety Lights	2-0-2	12,000	Type III	N/A
Highways, Arterials and Major Collectors	2-0-2	12,000	Type III	150' nom
Minor Collectors and Streets	1-0-1	7,500	Type II	180' nom
Residential Streets	1-0-1	1,500	Type III	Intersections only
Cul-de-sac or dead end	0-0-1	2,500	Type IV	
LIGHTING ZONE 2 (LZ2)				
Intersection Safety Lights	2-0-2	15,000	Type III	N/A
Highways, Arterials and Major Collectors	2-0-2	15,000	Type III	150' nom
Minor Collectors and Streets	2-0-2	10,000	Type II	180' nom
Residential Streets	1-0-1	2,500	Type III	Intersections and midblock*
Cul-de-sac or dead end	0-0-1	2,500	Type IV	

6.5 Additional Shielding

Provide the following additional shields that are designed by the luminaire manufacturer when directed by the City Engineer, whether before, during or after construction, at no Cost to the City:

- a. Backlight shield to achieve a "B" rating of 0 for any luminaire
- b. Cul-de-sac shield with forward throw and side cut off (cul de sac lighting beam shape preference is dependent upon placement around the 'clock' of the cul de sac and should be installed accordingly).

SECTION C - Electrical Construction

7. FUSES

Fuses shall be slow blow 13/32" x 1 1/2" in-line type in 10 amp size (unless specified otherwise by the City). The fuse shall be installed in the hot leg of the lighting conductor. The circuit shall be fused in the base of the pole – not in the pull box. 240-volt installations require each leg to be fused using a double fuse holder and two fuses of appropriate size. Heat shrink both crimp ends. Recommend two pole fuseholder for line-to-neutral loads as well to avoid backfeeding through neutral conductors. Neutral pole shall be provided with dummy fuse link.

Fuseholders shall be completely waterproof, shall grip the fuse in the load side section when opened, and be able to take a 13/32" x 1 1/2" fuse, with crimp-type tubular terminals of a proper size for the cable in the particular light.

8. MAST ARMS

Mast arms shall be two inch (2") I.P.S. galvanized steel or aluminum and shall be self-supporting without braces, scrolls or rods. Mounting shall be perpendicular to the street centerline unless otherwise directed by the City Engineer. They shall have a minimum of six inches (6") of horizontal straight section at the end of the arm to mount a two inch (2") I.P.S. slipfitter type luminaire mount.

Mast arms shall be eight feet (8') long for all luminaires unless otherwise specified in the plans and shall be capable of handling the EPA and weight of the luminaire. Steel arms shall conform to ASTM A 120. Aluminum arms shall be corrosion resistant alloys such as Aluminum Association wrought alloys 6061 or 6062 or cast alloys 319 or 356.

All exposed hardware shall be stainless steel. All protected hardware not visible after installation shall be cast aluminum and / or stainless steel, hot-dipped galvanized. Anti-seize shall be used.

9. FOUNDATIONS

Per City Standards.

10. CONCRETE POLES

RESIDENTIAL STREETS: Ameron DWG. 1203-036 Rev. 4 or approved equal.

COLLECTOR AND ARTERIAL STREETS: Ameron DWG 1203-037 Rev. 4 or approved equal.
(Note: Use 8" arm poles located adjacent to the sidewalk on residential, collector and arterial streets)

Concrete poles shall be tapered, centrifugally cast and pre-stressed. Poles shall be round black and white marble aggregate or natural exposed aggregate. Pole shape and color shall be uniform for any one project. Replacement poles shall match existing.

Hand hole cover plates shall be aluminum and securing bolts shall be stainless steel tamper-proof bolts of the type installed with a pent-head wrench. Anti-seize shall be used.

All concrete poles shall be provided with a clear, factory applied Amershield Anti-Graffiti coating.

11. PULL BOXES

Pull boxes shall be No. 5 Pull Boxes or approved equal. Pull boxes shall be installed per CALTRANS Standard Plan ES-8 as follows:

- a. Located at the end of the conduit run and three feet (3') from SCE service point
- b. Located within five feet (5') of each street light.
- c. Located at conduit interval runs of not more than 200 LF. Additional #5 pull boxes will be required for conduit runs over 200 LF long.

Pull boxes shall be installed behind sidewalk or five feet (5') behind the face of curb or dike and, where practical, shall be installed with the short side parallel to the curb. They shall not be installed in any part of a driveway or other traveled way, unless approved by the City Engineer and provided with a metal traffic cover. Pull box covers shall be inscribed "STREET LIGHTING" and shall be secured with bolts, cap screws or studs and nuts made of stainless steel. Pull boxes shall be tamper resistant and utilize a special key tool for opening. Anti-seize shall be used. For more information on refer to City standards for pull boxes and Traffic Signal Specifications and Installation Guidelines.

12. CONDUIT AND TRENCH

All conduit shall be two-inch (2") UL approved heavy wall polyvinyl chloride (PVC) Schedule 80. Conduit shall be encased in a minimum of three inches (3") of sand on all sides. The minimum sweep radio shall be twenty-four inches (24"). The maximum length of a conduit run shall be two hundred feet (200'). The Contractor may, at his expense, use conduit or a larger size, provided the larger size is used for the entire length of the conduit runs between pull boxes (reducing couplings shall not be allowed).

Conduit shall be laid to a depth of not less than thirty inches (30") unless placed under sidewalk in which case only eighteen inches (18") shall be required. Conduit laid in open trench shall not be covered nor shall trench or inspection hole be backfilled until accepted by the City Engineer or his designated representative.

13. SPLICING

Splices shall be permitted in pull boxes and lighting standard bases ONLY. All splices shall be waterproofed with Penatrox with butt splice and heat shrink tubing.

14. CONDUCTORS AND SERVICE RUNS

- a. All conductors shall be stranded copper, XHHW-2, #8 AWG minimum. Neither aluminum nor direct-burial cable shall be accepted. All street light system shall be provided with 110-120V service.
- b. Wire shall conform to the applicable portion of ASTM B3 and B8. Wire size shall be indicated on the "As-Built" plans. Wire connectors shall be approved by the City Engineer or his designated representative and shall bear the UL seal of approval. The installation procedure, connector size and crimping tools shall conform to the manufacturer's recommendations.
- c. Wire from the base of the pole to the luminaire shall be #12. For the 120-volt installations, the wires shall be black and white, with black being the hot wire and fused. For 240-volt installations, one hot wire shall be black and the other shall be red. Both hot wires shall be fused. Any ground wires shall be green and connected to a clamp attached to an anchor bolt.
- d. Service runs parallel to the street shall be installed under the sidewalk where new sidewalk is being constructed or directly behind the existing sidewalk. Voltage drop shall not exceed five percent (5%).

15. SERVICE CABINETS

See City Standard Drawings.

16. CONNECTION TO SCE SERVICE POINT

- a. Contact SCE for a service point. SCE will identify what service is available and where it is located. In rare cases, a new streetlight can be connected to an existing streetlight circuit, but not without written permission from the City Engineer. New voltage drop calculations shall be required to verify that existing circuit can handle additional load.
- b. The service point shall be in the City's right-of-way; otherwise, the City will require an easement to the service point.

17. PRE-INSTALLATION

- a. Obtain a City R/W permit for any work performed within a City R/W or City easement. Attached to the R/W permit are the construction requirements applicable to all work performed within the City R/W.
- b. Call underground Service Alert at 800-422-4133 at least 72 hours before excavating.

18. INSTALLATION AND INSPECTION

- a. Concrete and/or asphalt removal & replacement shall be per City Standards or as directed by the City Engineer. A sidewalk extension maybe required to meet ADA access requirements.
- b. Conduit depth shall be as described in the CONDUIT AND TRENCH section. All trenches shall be compacted per the City Standards or as directed by the City Engineer.
- c. Street Lights shall be located per City approved plan and shall not be relocated without prior City approval.
- d. Minimum Engineering Department Inspections Required:
- e. Schedule an Engineering Department Inspection 72 hours in advance by calling 951 677-7751 for each of the following:
 1. All work performed within a Public Right-Of-Way
 2. All conduit placement
 3. Prior to and during any concrete foundation placement
 4. Pole installationNOTE: Construction "As-Built" drawings shall be submitted prior to final inspection
- f. Public Works inspection is required for final wiring and splicing prior to energizing. Contact the Public Works Department for inspection 72 hours in advance at 951 677-7751.
- g. Pedestrian and vehicle traffic control and access shall be maintained per the Plans, Specifications, City Traffic Control Standards, CA MUTCD, and as otherwise required or directed by the City.

19. ACCEPTANCE AND ENERGIZING

- a. Upon completion of all street light construction, the Contractor (on public projects) or Developer (on private development projects) shall submit two (2) sets of professionally drafted streetlight "As-Built" plans on 11" x 17" size sheets to the Engineering Department, showing the following information:
 1. Layout of curbs, gutter, sidewalks, driveways and other improvements, drawn to scale
 2. Location of street lights, with dimensions from the nearest cross street intersection and between streetlights
 3. Location of pull boxes dimensioned from the streetlights, curbs or other features
 4. Location of service point (power source) and SCE identification number
 5. Location of conduit service runs dimensioned from face of curb, edge of pavement or back of sidewalk as applicable
 6. Size and type of wire used
 7. Size (wattage and voltage rating) and type (LED) of each lamp and number of lamps used
 8. North arrow
 9. Contractor's name, address and telephone number
 10. Identifying project name and number
 11. INCOMPLETE SUBMITTALS WILL NOT BE ACCEPTED

- b. After "As-Built" plans have been accepted by the City, the Contractor or Developer shall anticipate a minimum of five (5) working days for the City to contact SCE for streetlight energizing.

20. AS-BUILT DRAWING REQUIREMENTS FOR STREETLIGHT INSTALLATIONS

Two sets of "As-Built" drawings must be delivered to the Public Works Inspector before SCE will energize a light. Maximum size of As-Built drawings shall be 11" x 17". In addition to the information required herein for As-Built drawings, the following additional information shall be included in the drawing set:

- a. LIGHTING POLE
 1. Manufacturer's name
 2. Supplier's name and contact information
 3. Material
 4. Height
 5. Mast Arm Length
 6. Footing Type (AB)

- b. LUMINAIRE
 1. Manufacturer's name
 2. Suppliers name and contact information
 3. Wattage and Voltage

- 4. Fuse size and type
- 5. Photocell manufacturer
- c. DISTRIBUTION
 - 1. Conduit type and size
 - 2. Wire type and gauge
 - 3. Pull box manufacturer
 - 4. Service point I.D. number

21. STREET LIGHT DESIGN PLANS

(APPLIES TO CITY STANDARD STREET LIGHTS ONLY, NON-STANDARD STREET LIGHTS WILL BE REVIEWED ON A PROJECT-BY-PROJECT BASIS):

- a. Check plans and make sure reference is made to City on cover sheet. On plan show:
 - 1. Street light stationing.
 - 2. Street light size (watts).
 - 3. Street light installation detail (Refer to City Standard Drawings).
 - 4. SCE service point and stationing. Indicate serving voltage (120v or 240v).
 - 5. Street light service pull box and installation detail (Refer to City Standard Drawings).
 - 6. Size of conduit (2" minimum) Schedule 80 PVC.
 - 7. Indicate trench depth.
 - 8. Size and numbers of wires.
 - 9. When laying conduits across a street, they shall be at right angles to the curb line.
 - 10. North arrow and scale.
 - 11. Vicinity map.
- b. Voltage Drop calculations for wire sizing are required for every circuit run which has more than (2) street lights and whenever the service from the service point is more to the last (furthest) street light exceeds 500'.
- c. The Engineer of record shall be responsible for providing final "As-Built" drawings once the lighting system is install and approved by the inspector. The construction "As-Built" drawings will be the basis for providing the final drawings. The final drawings are to be CAD drafted and shall be signed off by the engineer of record.
- d. All non-standard City street lights shall be approved by Engineering Department.
- e. Structural pole base calculations are required to be submitted as a supporting document when nonstandard streetlights are approved for installation. Calculations shall be prepared by licensed California registered engineer and shall be wet-stamped.

22. STREET LIGHT PLAN GENERAL NOTES

For City Street Light General Notes, see Improvement General Notes section of the City website.

ATTACHMENT 3

Visit WRCOG at <http://www.wrcog.cog.ca.us/streetlights>



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REGIONAL STREETLIGHT PROGRAM

The Regional Streetlight Program is an ongoing effort between WRCOG and its member jurisdictions to identify the feasibility of acquiring 63,000 streetlights from Southern California Edison (SCE), retrofit them to cost-effective and energy-efficient lights, and provide regional operations and maintenance as needed.

Provide your feedback!

WRCOG has launched five Streetlight Demonstration Areas in Hemet to showcase new lighting technologies that are being considered for widespread use as part of this Program. The Demonstration Areas enable members of the public to view and comment on what types of streetlights they would want to see installed in other participating jurisdictions in Western Riverside County.

- [Take a tour! Join one of the upcoming Regional Streetlight Tours.](#)
- [View a map of the Streetlight Demonstration Areas in Hemet](#)
- [Download a site-survey to provide input on the streetlights](#)

Community members can visit the Demonstration Areas and provide input on visual and aesthetic preferences of the lights, how safe they make the neighborhood feel, and how well-lit they keep the streets. Physical surveys can be downloaded above and sent to WRCOG at masters@wrcog.cog.ca.us. Or, you can respond online by scanning the QR code displayed on tags on the streetlight poles ([click here for example](#)) and provide input through your smartphone.

Take the one question survey, here and now!

Simply review the below pictures, and make your selection!

**WILDOMAR CEMETERY DISTRICT
REGULAR MEETING MINUTES
OCTOBER 12, 2016**

CALL TO ORDER

The regular session of October 12, 2016, of the Wildomar Cemetery District Board of Trustees was called to order by Chairman Moore at 8:24 p.m. at the Wildomar Council Chambers, 23873 Clinton Keith Road, Suite 106, Wildomar, California.

Trustees Roll Call showed the following Members in attendance: Trustees Benoit, Cashman, Swanson, Vice Chair Walker, and Chair Moore. Members absent: None.

Staff in attendance: General Manager Nordquist, Assistant General Manager York, District Counsel Jex, and Clerk of the Board Lee.

PUBLIC COMMENTS

There were no speakers.

BOARD COMMUNICATIONS

There was nothing to report.

APPROVAL OF THE AGENDA AS PRESENTED

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the agenda as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.0 CONSENT CALENDAR

A MOTION was made by Trustee Benoit, seconded by Vice Chair Walker, to approve the Consent Calendar as presented.

MOTION carried, 5-0, by the following vote:

YEA: Benoit, Cashman, Swanson, Vice Chair Walker, Chair Moore

NAY: None

ABSTAIN: None

ABSENT: None

4.1 Minutes – September 14, 2016 Regular Meeting

Approved the Minutes as submitted.

4.2 Warrant Register

Approved the following:

1. Warrant Register dated 09-01-2016, in the amount of \$6,443.00;
2. Warrant Register dated 09-08-2016, in the amount of \$260.40;
3. Warrant Register dated 09-15-2016, in the amount of \$4,388.77;
4. Warrant Register dated 09-22-2016, in the amount of \$2,150.01; &
5. Warrant Register dated 09-29-2016, in the amount of \$1,231.58.

4.3 Treasurer's Report

Approved the Treasurer's Report for August, 2016.

5.0 PUBLIC HEARINGS

There were no items scheduled.

6.0 GENERAL BUSINESS

There were no items scheduled.

GENERAL MANAGER REPORT

There was no report.

FUTURE AGENDA ITEMS

There were no items.

ADJOURN WILDOMAR CEMETERY DISTRICT

There being no further business, Chair Moore declared the meeting adjourned at 8:25 p.m.

Submitted by:

Approved by:

Debbie A. Lee, CMC
Clerk of the Board

Bridgette Moore
Chair

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.2
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Chairman and Board of Trustees
FROM: James Riley, Finance Director
PREPARED BY: Terry Rhodes, Accounting Manager
SUBJECT: Warrant Register

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the following:

1. Warrant Register dated 10-06-2016, in the amount of \$2,425.32;
2. Warrant Register dated 10-13-2016, in the amount of \$4,048.72;
3. Warrant Register dated 10-20-2016, in the amount of \$2,337.46; &
4. Warrant Register dated 10-27-2016, in the amount of \$1,600.92.

DISCUSSION:

The Wildomar Cemetery District requires that the Trustees audit payments of demands and direct the General Manager to issue checks. The Warrant Registers are submitted for approval.

FISCAL IMPACT:

These Warrant Registers will have a budgetary impact in the amount noted in the recommendation section of this report. These costs are included in the Fiscal Year 2016-2017 Budget.

Submitted by:
James Riley
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Voucher List 10/6/2016
Voucher List 10/20/2016

Voucher List 10/13/2016
Voucher List 10/27/2016

Voucher List
City of Wildomar

10/06/2016 9:38:21AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206774	10/6/2016	000367 CINTAS CORPORATION	55307993		STAFF UNIFORM MAINTENANCE	49.56
			55310669		STAFF UNIFORM MAINTENANCE	49.56
Total :						99.12
206775	10/6/2016	000012 ELSINORE VALLEY MUNICIPAL, WATER DISTF	8228458		8/18/16-9/16/16 CEMETERY WATER SERVICES	1,815.60
Total :						1,815.60
206776	10/6/2016	000631 LABOR READY	21421277		9/17/16-9/23/16 CEMETERY LABOR	390.60
Total :						390.60
206777	10/6/2016	000219 WESTERN FIRE CO., INC.	53242		ANNUAL FIRE EXTINGUISHER SERVICES	120.00
Total :						120.00
4 Vouchers for bank code : wf						Bank total : 2,425.32
4 Vouchers in this report						Total vouchers : 2,425.32

Voucher List
City of Wildomar

10/13/2016 11:46:51AM

Bank code : wf

<u>Voucher</u>	<u>Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>PO #</u>	<u>Description/Account</u>	<u>Amount</u>
206815	10/13/2016	000367 CINTAS CORPORATION	55313346		STAFF UNIFORM MAINTENANCE	49.56
					Total :	49.56
206816	10/13/2016	000094 STAUFFERS LAWN EQUIPMENT	90788		AQMD - HANDHELD BATTERY EQUIPMENT	3,999.16
					Total :	3,999.16
2 Vouchers for bank code : wf						Bank total : 4,048.72
2 Vouchers in this report						Total vouchers : 4,048.72

Voucher List
City of Wildomar

10/20/2016 9:16:04AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
206841	10/20/2016	000028 CALPERS	14808101 14844170		ADMIN FEE UNFUNDED ACCRUED LIABILITY AS OF JUNE 30	9.88 1,257.60	
Total :						1,267.48	
206842	10/20/2016	000367 CINTAS CORPORATION	5006291141		CEMETERY FIRST AID & SAFETY	13.99	
Total :						13.99	
206843	10/20/2016	000011 CR&R INC.	290787		OCT 2016 WASTE SERVICES - 3 YD COMMERCIA	131.09	
Total :						131.09	
206844	10/20/2016	000631 LABOR READY	21462482		CEMETERY LABOR 9/24/16-9/30/16	837.00	
Total :						837.00	
206845	10/20/2016	000186 RIGHTWAY	151411		9/30/16-10/27/16 CEMETERY RESTROOM MAINT	87.90	
Total :						87.90	
5 Vouchers for bank code :					wf	Bank total :	2,337.46
5 Vouchers in this report						Total vouchers :	2,337.46

Voucher List
City of Wildomar

10/27/2016 11:32:19AM

Bank code : wf

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
206873	10/27/2016	000028 CALPERS	2143B		NOV 2016 CEMETERY RETIREE PREMIUM	367.52
Total :						367.52
206874	10/27/2016	000367 CINTAS CORPORATION	55316001 55318674		STAFF UNIFORM MAINTENANCE STAFF UNIFORM MAINTENANCE	49.56 49.56
Total :						99.12
206875	10/27/2016	000941 FRONTIER	101916		10/19/16-11/18/16 CEMETERY VOICE/INTERNE	120.58
Total :						120.58
206876	10/27/2016	001005 PEOPLEREADY INC	21507396 215216659		10/8/16-10/14/16 CEMETERY LABOR 10/1/16-10/7/16 CEMETERY LABOR	492.90 520.80
Total :						1,013.70
4 Vouchers for bank code : wf						Bank total : 1,600.92
4 Vouchers in this report						Total vouchers : 1,600.92

WILDOMAR CEMETERY DISTRICT
Agenda Item #4.3
CONSENT CALENDAR
Meeting Date: November 9, 2016

TO: Mayor and City Council Members
FROM: James R. Riley, CPA, Finance Director
PREPARED BY: Terry Rhodes, Accounting Manager
SUBJECT: Treasurer's Report

STAFF REPORT

RECOMMENDATION:

Staff recommends that the Board of Trustees approve the Treasurer's Report for September, 2016.

DISCUSSION:

Attached is the Treasurer's Report for Cash and Investments for the month of September, 2016.

FISCAL IMPACT:

None at this time.

Submitted by:
James R. Riley, CPA
Finance Director

Approved by:
Gary Nordquist
General Manager

ATTACHMENTS:

Treasurer's Report

**WILDOMAR CEMETERY DISTRICT
TREASURER'S REPORT FOR
CASH AND INVESTMENT PORTFOLIO
September 2016**

DISTRICT INVESTMENT

ISSUER	BOOK VALUE	FACE VALUE	MARKET VALUE	PERCENT OF PORTFOLIO	DAYS TO MAT.	STATED RATE
EDWARD JONES	\$ 131,274.96	\$ 131,274.96	\$ 131,274.96	100.00%	0	0.000%
TOTAL	\$ 131,274.96	\$ 131,274.96	\$ 131,274.96	100.00%		

ISSUER	BEGINNING BALANCE	+ DEPOSITS/ PURCHASES	WITHDRAWALS/ SALES/ MATURITIES	ENDING BALANCE	STATED RATE
EDWARD JONES	\$ 131,083.37	\$ 191.59	\$ 0.00	\$ 131,274.96	0.000%
TOTAL	\$ 131,083.37	\$ 191.59	\$ 0.00	\$ 131,274.96	

TOTAL INVESTMENT	\$ 131,274.96
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In compliance with the California Code Section 53646, as the General Manager of the Wildomar Cemetery District, I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the District's expenditure requirements for the next six months.
I also certify that this report reflects all Government Agency pooled investments and all District's bank balances.

James R. Riley

James R. Riley, CPA
Finance Director

11/2/2016

Date